

LYNX Board Agenda

Meeting Date: 1/23/2020
Meeting 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

2. Approval of Minutes

-  Board of Directors Meeting Minutes 12.05.19 Pg 3

3. Recognition

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. Oversight Committee Report

7. Consent Agenda







A. Request for Proposal (RFP)

- i.  Authorization to Release Request for Proposal (RFP) for Uniform Rental and Laundering Services Pg 8










B. Extension of Contracts

- i.  Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services - Labor/Employment Pg 10
- ii.  Authorization to Extend Contract with Zimmerman Kiser Sutcliffe, P.A. for Legal Services - Tort & General Liability Pg 12
- iii.  Authorization to Exercise the First Option Year of Contract #17-C04 with DesignLab, Inc. Pg 13


C. Miscellaneous

- i.  Authorization to Appoint Dana Baker to Pension Trustee and Administrative Committee Boards Pg 15
-Attachments 
- ii.  Authorization to Enter into an Easement Agreement with Duke Energy for Provision of Electrical Power to the LOC Expansion Site Pg 18
-Attachments 
- iii.  Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies Pg 25
-Attachments 

8. Action Agenda

- A.  Authorization to Adopt Resolution No. 20-002 to Approve and Ratify the Second Amendment to the Labor Agreement Between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596 Pg 44
-Attachments  
- B.  Authorization to Adopt Resolution No. 20-003 to Approve Amendment #1 to the LYNX Defined Contribution Plan for BU Employees Pg 52
-Attachments  
- C.  Authorization to Amend Administrative Rule 2 Establishing Auditor Selection Committee Pg 61
-Attachments 
- D.  Election of LYNX Board of Directors Officers Pg 85

9. Information Items

- A.  Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 86

10. Monthly Reports

- A.  Communication Monthly Report - December 2019 Pg 87
- B.  Mobility Service Reports Pg 98
-Attachments 
- C.  Planning and Development Report Pg 112
- D.  Ridership Report - October 2019 Pg 114
-Attachments 

11. Other Business

12. Adjourned

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

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, 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
Board of Directors' Meeting Minutes

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

DATE: **December 5, 2019**

TIME: **1:00 p.m.**

Members in Attendance:

Lee Constantine, Commissioner, Seminole County BoCC, Chair
Viviana Janer, Commissioner, Osceola County BoCC
Buddy Dyer, Mayor, City of Orlando
Jerry Demings, Mayor, Orange County
Jared Perdue, Secretary, 5th District, Florida Department of Transportation

1. Call to Order

Chair Constantine called the meeting to order at 1:03 p.m.

2. Approval of Minutes

Commissioner Janer moved to approve the Board of Directors meeting minutes of October 24, 2019. Mayor Dyer seconded. The minutes were approved as presented.

3. Public Comments

Nikki Day, Bryant Miller Olive, 201 N. Franklin St. #2700, Tampa, FL 33602
Ms. Day referred to Action Item one on today's agenda. She stated that their firm participated in the selection of legal counsel and came in a close second place. She requested consideration to re-interview the top two firms for legal counsel.

Joanne Counelis, 324 Clermont Avenue, Lake Mary FL. 32746
Ms. Counelis stated that she would like twenty-four hour train and bus service, so that no one is stranded. In addition, she requested a bus line to operate North and South on Country Club Road that connects to SunRail. She would also like a bus on Oviedo Blvd.

5. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier that morning. She stated that the committee approved the minutes from the October 24, 2019, Oversight Meeting. Amanda Clavijo, Chair of the Finance and Audit Committee meeting provided an update on the Finance and Audit Committee dated November 21, 2019.

The Oversight Committee recommends approval of all Consent Agenda items.

All legal services Action items were approved as presented.

There were questions regarding Link 26 and the Committee approved all service changes excluding the change to Link 26. However, since the meeting, LYNX staff has provided additional information and it is now recommended to approve all service changes.

The Committee approved 2020 meeting dates.

There was an update to Admin Rule 2 regarding the Auditor Selection Committee. Mr. Harrison will bring the final language to the meeting in January.

4. Chief Executive Officer's Report

Mr. Harrison, Chief Executive Officer, stated that LYNX staff continues to work with the 2020 Census committees in all of our service areas.

LYNX team participated in Mobility Week and Bike to Work Day.

Our Holiday bus is on the street and Santa is driving.

Local 1596 committee organized a coat drive for those in need.

Mr. Harrison recommends that item D.i. be voted on separately, so that our FDOT member may abstain. He recommends approval of the rest of the Consent Agenda items.

6. Consent Agenda:

Commissioner Constantine asked for a motion on the Consent Agenda. Commissioner Janer moved to approve Consent Agenda items 6.A.i through 6.D.vi., excluding item 6.D.i. Mayor Dyer seconded, motion passed unanimously.

Motion to approve Consent Agenda 6.D.i. was made by Mayor Demings, second by Commissioner Janer. Motion passed, with Jared Perdue abstaining.

7. Action Agenda:

Mr. Harrison stated that the Board asked LYNX to obtain outside legal counsel that would also support the Board; that we hire an in-house legal counsel, and Mr. Harrison introduced Carrie Sarver; to issue Request for Proposals for all Legal Services. Mr. Harrison presented the Legal Services items individually.

A. Authorization to Award a Contract for Legal Services – General Counsel

Mr. Harrison stated that the Selection Evaluation Committee was comprised of members from the four local governments and a LYNX staff representative. The selection committee recommended the award of the contact for Legal Services – General Counsel to Akerman LLP for a two year term with three one year options.

Mayor Demings would like the Board to consider a two year term with one one-year option, so that the permanent CEO would be able to contract with their own general counsel. Mr. Harrison stated that the contracts are historically two years terms with three one year options. The option years are at the discretion of the Board. Motion to award a Contract for Legal Services – General Counsel to Akerman LLP for a two year contract with a one year option was made by Mayor Demings, second by Mayor Dyer. Motion passed unanimously.

B. Authorization to Award a Contract for Legal Services - Workers' Compensation

Mr. Harrison stated that the rest of the Legal Services items had selection committees comprised of subject matter experts. The selection committee recommended the award of the contact for Legal Services – Workers' Compensation to Broussard, Cullen & Blastic, P.A. for a two year term with three one year options. Motion to award a Contract for Legal Services – Workers' Compensation to Broussard, Cullen & Blastic, P.A. for a two year contract with three one year options was made by Mayor Dyer, second by Mayor Demings. Motion passed unanimously.

C. Authorization to Award a Contract for Legal Services - Labor/Employment

The selection committee recommended the award of the contact for Legal Services – Labor/Employment to Gray Robinson, P.A. for a two year term with three one year options. Due to labor negotiations and collective bargaining, this may involve a more substantial transition. Motion to award a Contract for Legal Services – Labor/Employment to Gray Robinson, P.A. for a two year contract with three one year options was made by Commissioner Janer, second by Mayor Demings. Motion passed unanimously.

D. Authorization to Award a Contract for Legal Services - Tort & General Liability

LYNX has traditionally engaged two firms for Tort and General Liability due to the volume of work and to avoid unnecessary conflicts. The selection committee recommended the awards of the contacts for Legal Services – Tort & General

Liability to Dean Ringers Morgan & Lawton, P.A. and Hilyard Bogan & Palmer, P.A. for two year terms with three one year options. Motion to award Contracts for Legal Services – Tort & General Liability to Dean Ringers Morgan & Lawton, P.A. and Hilyard Bogan & Palmer, P.A. for two year contracts with three one year options was made by Mayor Demings, second by Mayor Dyer. Motion passed unanimously.

E. Authorization to Award a Contract for Legal Services - Pension

LYNX has several boards that administer the pension for the employees. There is a legal counsel that represents LYNX during those negotiations. The selection committee recommended the award of the contract for Legal Services – Pension to Akerman LLP for a two year term with three one year options. Motion to award a Contract for Legal Services – Pension to Akerman LLP for a two year contract with three one year options was made by Mayor Dyer, second by Commissioner Janer. Motion passed unanimously.

F. Authorization to Implement December 15, 2019 Proposed Service Changes

Bruce Detweiler, Manager of Service Planning made the presentation. These changes are minor and include adjustments due to the SunRail schedule adjustment. This will also improve our on-time performance. Motion to implement the December 15, 2019 Proposed Service Changes was made by Commissioner Janer, second by Mayor Demings. Motion passed unanimously.

G. Approval of the LYNX Board of Directors Meeting Dates for 2020

The Oversight Committee meeting dates correspond with the Board of Directors meeting dates. The only change was for the December 2020 meeting date which was moved from December 3, 2020 to December 10, 2020. Motion to approve the LYNX Board of Directors meeting dates was made by Mayor Demings, second by Mayor Dyer. Motion passed unanimously.

8. Information Items:

There was one item for review purposes only, no action was requested.

A. Notification of Settlement Agreements Pursuant to Administrative Rule 6

9. Monthly Reports: (For review purposes only)

There were four reports in the packets for review purposes only. No action was required.

A. Communications Report for October 2019

B. Mobility Service Report

C. Planning and Development Report

D. Ridership Report for September 2019

10. Other Business:

No other business was reported.

The meeting adjourned at 1:32 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the December 5, 2019 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

Assistant

LYNX Board Agenda

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Elvis Dovaes
Director Of Maintenance
Elvis Dovaes
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release Request for Proposal (RFP) for Uniform Rental and Laundering Services

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Maintenance Uniform Rental and Laundering services. The contract term will be for an initial three (3) year period with two (2) one (1) year options.

BACKGROUND:

The current LYNX Uniform Rental Piggyback Contract #17-C14 was deemed invalid as the existing contract between The School District of Osceola County and ARAMARK Uniform & Career Apparel, LLC Contract #SDOC-17-B-061-LH was cancelled by the School District of Osceola County.

Laundered uniforms must be supplied to Maintenance Bargaining Unit Employees as per the Labor Agreement between LYNX and the Amalgamated Transit Union Local 1596.

The proposed timeline for the RFP process is as follows:

- Release RFP February, 3 2020
- Response due March 2, 2020
- SEC Evaluation in March 16, 2020
- BOD Authorization to Award Contract April 23, 2020
- Effective date June 1, 2020

LYNX Bard Agenda

FISCAL IMPACT:

The FY2020 Approved Operating Budget included \$101,788 for Maintenance Uniform Rental and Laundering services.

LYNX Board Agenda

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: Terri Setterington
Director Of Human Resources
Terri Setterington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services – Labor/Employment

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract extension, for time only, with the law firm of Baker Hostetler, LLP for Labor/Employment legal services for a period of one (1) year.

BACKGROUND:

At the December 5, 2019 Board of Director's meeting, staff advised the Board of Directors of the need to extend the current contract with Baker Hostetler, LLP for Labor/Employment legal services as an appropriate transition of the current legal matters and services being provided by the law firm. This is due to the complexity of the legal cases and current timelines involved with those matters. The extension of this contract will also prevent the loss of accumulated case knowledge gained from services performed during the term of the previous contract. Finally, the extension of the contract will allow for the new firm, Gray Robinson, P.A., which was awarded the Labor/Employment legal services at the Board of Director's meeting on December 5, 2019, to be brought up to speed on all current labor legal matters.

Costs for these services are available under the previously approved Not-To-Exceed amount on the contract and additional financial authorization is not necessary in order to extend this contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Board Agenda

FISCAL IMPACT:

The FY2020 Approved Operating Budget included \$1,571,820 for legal services. LYNX anticipates this will be sufficient to cover all legal expenses.

LYNX Board Agenda

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: Melanie Stanisic
Deputy Director Of Risk Mgmt
Melanie Stanisic
(Technical Contact)

Phone: 407.841.2279 ext: 6167

Item Name: Authorization to Extend Contract with Zimmerman Kiser Sutcliffe, P.A. for Legal Services – Tort & General Liability

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to execute a contract extension for 14-C27 Zimmerman Kiser Sutcliffe, P.A. for Legal Services - Tort & General Liability for a period of six (6) months with an increase of \$75,000 in the Not-to-Exceed amount.

BACKGROUND:

At the December 5, 2019 Board of Director's meeting, staff advised the Board of Directors of the need to extend the current contract with Zimmerman Kiser Sutcliffe, P.A. for Legal Services - Tort & General Liability to handle certain ongoing legal matters and to provide an appropriate transition based on case complexity and legal timelines. Extension of this contract will also prevent the loss of accumulated case knowledge gained from services performed during the term of the previous contract and allow for the new firm, Dean Ringers Morgan & Lawton, P.A., to be brought up to speed on current legal matters.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Approved Operating Budget included \$1,571,820 for all legal services. LYNX anticipates this will be sufficient to cover all legal expenses.

LYNX Board Agenda

Consent Agenda Item #7.B. iii

To: LYNX Board of Directors

From: Dana Baker
Director of Transportation
Dana Baker
(Technical Contact)

Phone: 407.841.2279 ext: 6161

Item Name: Authorization to Exercise the First Option Year of Contract #17-C04 with DesignLab, Inc.

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to affirm the exercise of the first year option of Contract #17-C04 with DesignLab, Inc. for the provision of uniforms to LYNX bus operators, supervisors, maintenance and facilities supervisors. The annual not-to-exceed amount is \$228,337.

BACKGROUND:

Per the Union Contract, bus operators receive a yearly uniform allowance to be used for the purchase of shirts, pants, jackets, caps and other authorized items from the authorized supplier who is currently DesignLab, Inc. The first three (3) years of the contract expired September 30, 2019.

At the May 26, 2016, Board of Directors' meeting, staff received authorization to release a Request for Proposal (RFP) for operator uniforms. The RFP was released June 24, 2016. Proposals were due to LYNX by 2:00 p.m. on July 25, 2016.

The RFP was advertised in the Orlando Sentinel and posted on the www.golynx.com website. The FY2020 Approved Operating Budget included \$228,337 for bus operators, transportation supervisors, maintenance, and facilities maintenance supervisors' uniforms. This contract will utilize all of the approved operating budget amount.

After consideration of all the proposals, the contract was awarded to DesignLab, Inc. at the Board meeting held on September 22, 2016. The award of the new contract to DesignLab, Inc., also included uniforms for transportation supervisors, maintenance and facilities supervisors.

LYNX ard Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Approved Operating Budget included \$228,337 for bus operators, transportation supervisors, maintenance, and facilities maintenance supervisors' uniforms.

LYNX Board Agenda

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Terri Setterington
Director Of Human Resources
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Appoint Dana Baker to Pension Trustee and Administrative Committee Boards

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Resolution No. 20-001 authorizing the appointment of Dana Baker, Director of Transportation, to the Administrative Committee and Trustee Board for the 457 Deferred Compensation Plan, Money Purchase Plan, and the Defined Contribution Plan for Bargaining Unit Employees and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan).

BACKGROUND:

Ms. Dana Baker will replace Ms. Donna Tefertiller on the Administrative Committee, Trustee Boards and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan) and will serve with Mr. Brian Anderson, SR HR Generalist and Mr. Albert Francis II, Chief Financial Officer.

LYNX, as the employer, is the Plan Administrator for LYNX' Money Purchase Plan, Deferred Compensation Plan, and the Defined Contribution Plan for Bargaining Unit Employees. 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 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

LYNX ard Agenda

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.

For the employees who are members of ATU Local 1596 participate in a defined benefit retirement Plan. The Plan has an oversight Trustee Board consisting of three Union and three Management employees. LYNX' Chief Executive Officer selects three Management employees to serve as Trustees with confirmation from the LYNX Board of Directors' and the Union's Executive Board appoints its representatives.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

CERTA RESOLUTION NO. 20-001

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO FILL VACANCIES IN
ADMINISTRATIVE COMMITTEE AND BOARD OF TRUSTEE
APPOINTMENTS FOR RETIREMENT PLANS**

WHEREAS, LYNX is the sponsoring employer of the LYNX Money Purchase Plan, LYNX Defined Contribution Plan for BU Employees, LYNX Deferred Compensation Plan, and Amalgamated Transit Union 1596 Pension Plan (collectively, the "Plans"); and

WHEREAS, there are vacancies in the positions previously filled by Donna Tefertiller on the Administrative Committees and/or Boards of Trustees of the Plans; and

WHEREAS, LYNX has the right and/or obligation to fill those vacancies.

NOW, THEREFORE, BE IT RESOLVED THAT: Dana Baker is hereby appointed, effective immediately, to the following positions:

- Member of the Administrative Committee for the LYNX Money Purchase Plan
- Member of the Board of Trustees for the LYNX Money Purchase Plan
- Member of the Administrative Committee for the LYNX Defined Contribution Plan for BU Employees
- Member of the Board of Trustees for the LYNX Defined Contribution Plan for BU Employees
- Member of the Administrative Committee for the LYNX Deferred Compensation Plan
- Member of the Board of Trustees for the LYNX Deferred Compensation Plan
- Member of the Board of Trustees for the Amalgamated Transit Union 1596 Pension Plan

APPROVED AND ADOPTED this ____ day of _____, 2020 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

LYNX Board Agenda

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

From: Albert Francis
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Enter into an Easement Agreement with Duke Energy for Provision of Electrical Power to the LOC Expansion Site

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into and Easement Agreement with Duke Energy for the provision of electrical power to the LOC expansion site and allow for payment of said services.

BACKGROUND:

LYNX and McCree General Contractors have been coordinating with Duke Energy for provision of electrical service to the LOC expansion site. Currently power provision exists approximately 700 feet to the north on Silver Star Road. The proposal by Duke Energy will allow for the undergrounding of power to the LYNX property. Undergrounding will provide the most reliability with respect to delivery of service.

In order to accomplish this, two items are needed. First is the execution of an easement agreement. This is needed for an approximately 15 square foot piece of property to land the power onto the LOC expansion site. The second item is payment of \$17,969 to Duke Energy for the construction associated with this activity.

The payment for Duke Energy is being proposed to be paid for as a permit related item within the already approved Owner Change Order #2. This change order was approved during the September 2019 Board of Directors meeting for a total of \$310,955. Subsequent to the September 2019 BOD meeting, the contractor was successful in negotiating a reduction of permit related items. As such, the total cost for the change order decreased to \$233,464. Once the payment to Duke is factored in, this results in a total new change order value of \$251,433. By using the permit required savings for this task, a total of \$59,521 was added back into the contingency resulting in a net new contingency total of \$418,358.

LYNX Board Agenda

A copy of the required easement agreement and the invoice from Duke Energy have been provided as an attachment to this board item.

Project Detail					
Description	Original Budget	CO #1	CO #2	CO #2 modified	Revised Total
Sitework	\$1,796,556				\$1,796,556
Admin Building	\$390,805	(\$299,378)			\$91,427
Architecture and Engineering	\$204,912				\$204,912
Equipment	\$238,050				\$238,050
Electrical	\$243,000				\$243,000
All other items	\$860,843				\$860,843
Maintenance Bldg		\$252,561	\$35,632	\$35,632	\$288,193
Security System Tie In		\$86,237			\$86,237
Added Haz-Mat Storage		\$265,783			\$265,783
Bus Wash		\$205,590	\$69,539	\$69,539	\$275,129
Additional 2nd Bus Wash (Smaller) -		\$167,686			\$167,686
Other		\$122,476			\$122,476
Added Permit items			\$89,702	\$30,180	\$30,180
Access Control and parts storage			\$116,082	\$116,082	\$116,802
Total Construction Contract	\$3,734,166	\$800,955	\$310,955	\$251,433	\$4,787,274

LYNX Board Agenda

CEI Services	\$227,000			\$227,000	
Contingencies	\$322,706	\$347,085		(\$251,433)	\$418,358
PROJECT COST	\$4,283,872	\$1,148,040	\$0	\$5,431,912	

Funding Analysis

FDOT Funding				\$2,500,000
LYNX Matching Portion				\$2,500,000
FTA Funding (Design)				\$204,912
FTA Funding (CEI)				\$227,000
TOTAL PROJECT FUNDING				\$5,431,912

Project Detail

Description	Original BOD Approved Amount	Negotiated Amount	Proposed Use for Duke Power	Balance Available Put Back into Contingency
-------------	------------------------------	-------------------	-----------------------------	---

OCO #2	\$310,955	\$233,464	\$17,969	\$59,521
--------	-----------	-----------	----------	----------

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Board Agenda

FISCAL IMPACT:

The FY2020 Approved Capital Budget includes \$5,000,000 for the LOC Expansion Project.



December 4, 2019

ELECTRIC SERVICE PROPOSAL FOR UNDERGROUND COMMERCIAL DEVELOPMENT

Re: Duke Energy Florida, LLC Work Request Number: **32322344**

Project Name: **Lynx**

Location: **2495 Industrial Blvd, Orlando FL**

Customer: Lynx – Stewart Neilson

Our proposed design is based upon load information and building plans submitted to Duke Energy Florida, LLC. Any changes in building design, project layout, service requirements, or project scheduling must be communicated to your Duke Energy Florida, LLC representative immediately. Any such changes initiated after the completion of our design may result in additional charges and/or delays in our construction scheduling.

Service within the project will be provided by underground facilities as shown on the enclosed drawing.. Service voltage will be 120/208 volts, three phase, four wire.

Under the terms of Duke Energy Florida, LLC's Commercial/Industrial Underground Distribution Policy as approved by the Florida Public Service Commission, there will be a charge of \$ **17,969.37**, to be paid by the customer in advance to aid in the construction of this distribution system.

During or after the completion of our construction, the Customer shall be held financially responsible for any damages to Duke Energy Florida, LLC's equipment or facilities caused by the Customer, the Customer's employees, agents, subcontractors, or other utility companies.

The Customer shall be held financially responsible for any damages caused by Duke Energy Florida, LLC or its subcontractors to any underground facilities or utilities resulting from the Customer's failure to accurately locate and mark all utilities/facilities according to Florida Sunshine locate law requirements prior to the installation of Duke Energy Florida, LLC's facilities. It will be the Customer's responsibility to maintain and refresh any such locates in the field throughout our construction process.

The Customer shall be held financially responsible for all costs incurred by Duke Energy Florida, LLC due to the Customer's failure to comply with any of the other responsibilities described herein.

The Customer will be responsible for the following requirements:

- All cable/trench routes and transformer locations cleared, with final grade established, prior to the installation of Duke Energy Florida, LLC's facilities.

Customer Initials: _____

Duke Energy Florida, LLC Florida * 150 Progress Energy Way, Longwood, FL 32750

- All pertinent lot corners, street locations and proposed underground utilities (i.e. switchgear, transformers, pedestals, pull boxes, street light poles) shall be **staked and maintained**.
- Accurately locate and mark private facilities according to Florida Sunshine locate law requirements prior to the installation of our facilities.
- No paving, landscaping, or sodding shall be done on the trench routes until all necessary Duke Energy Florida, LLC cables or conduits have been installed.

Duke Energy Florida, LLC will not be responsible for any repaving, re-landscaping, or re-sodding, for any reshaping or re-grading of ditches or swales, or for any compaction or testing of its trench route made necessary by the installation of the facilities shown in this proposal, unless such work is a result of the negligence of Duke Energy Florida, LLC. Duke Energy Florida, LLC's normal mode of operation is to use backhoe's shovel and weight to backfill the trench.

It will also be the Customer's responsibility to obtain and install:

1. Approved Duke Energy Florida, LLC meter centers for the type of service indicated.
2. All secondary cable from the building to Duke Energy Florida, LLC's designated point of service.

For further information regarding meter requirements, please contact your local Duke Energy Florida, LLC Engineering Representative or visit our website:

<https://www.duke-energy.com/ /media/pdfs/partner-with-us/service-requirements-manual-fl.pdf>

It will be the responsibility of Duke Energy Florida, LLC to provide, install and maintain all primary conductors, transformers, and other facilities necessary to provide service to the designated points of delivery as indicated on the drawing. We will also provide all necessary easement documents, invoice work authorization, and contracts for execution by the Customer.

In order for Duke Energy Florida, LLC to proceed with the planning and detailed design of our system, it is necessary that the Customer provide Duke Energy Florida, LLC with the following:

1. Payment of all charges.
2. Executed Service Proposal document and signed invoice.
3. Executed easement documents.

All terms and charges of this proposal are valid for 30 days from the date of this letter, after which time they are subject to change in accordance with our rates and tariffs as filed with the Florida Public Service Commission. Installation of our system will proceed relative to the scheduled and actual completion of the project. In the event that the installation of our system cannot be completed within 6 months of the date of this letter as a direct result of the progress of the entire project, that portion of our system which has not been installed may be subject to change in accordance with our filed rates and tariffs.

Please initial each page of this electric service proposal letter, sign the Agreement for Electric Service form and return the original forms to this office.

Customer Initials: _____

Duke Energy Florida, LLC Florida * 150 Progress Energy Way, Longwood, FL 32750



**AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
DUKE ENERGY FLORIDA, LLC FLORIDA, INC. (the "UTILITY")
AND
Lynx (the "APPLICANT")**

WHEREAS, the Utility owns and operates an electric distribution system in Orlando/Orange County, Florida, in which the Applicant owns a real property development to be known as Lynx – 2495 Industrial Blvd, Orlando, FL (the "Development"), on which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install an electric distribution system for the development as described in the Utility's electric service proposal dated December 4, 2019, including the various attachments specified therein, (the "Proposal"), which is incorporated herein and made a part hereof by this reference;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. Upon compliance by the Applicant with all of the provisions of the Proposal, in a manner acceptable to the Utility, the Utility shall install, operate and maintain an electric distribution system consisting of facilities and related equipment for providing electric service in accordance with the Proposal. Facilities will be provided for single phase service only, except as otherwise indicated in the Proposal.
2. The Applicant agrees to the charge set forth in the Proposal to aid in the construction of the distribution system, which amount is to be paid before construction by the Utility commences.
3. In the event the Applicant makes or causes to be made, any changes in the distribution system in the Proposal, the Applicant agrees to pay the Utility all additional costs incurred by it as a result of such changes. The Applicant further agrees to pay the Utility for any damages to its equipment or facilities caused by the Applicant, its employees, agents, or sub-contractors.
4. The Applicant agrees to convey to the Utility, without cost, all easement rights, including ingress and egress, necessary and convenient to the Utility for the purpose of constructing, operating, maintaining, and removing the distribution system.
5. The Applicant shall provide service entrance facilities in accordance with the Proposal and the Rules and Regulations of the Utility, including the current published "Requirements for Electric Service and Meter Installations".
6. Nothing in this Agreement shall be construed to have the effect of vesting in the Applicant any right, title or interest in or to any distribution facilities, all of which shall be and remain the exclusive property of the Utility.
7. This Agreement is subject to the regulatory jurisdiction of the Florida Public Service Commission and the terms and charges hereof are contingent upon any applicable changes approved or directed by the Commission to the Rules and Regulations or the Rate Schedules contained in the Utility's tariff. No other changes to this agreement shall be effective unless agreed to in writing.
8. This agreement incorporates all prior agreements between the Applicant and the Utility concerning the Subject development and all other representations or understandings not set forth herein are superseded and ineffective.

_____ (Applicant)

DUKE ENERGY FLORIDA, LLC

By: _____

By: Jeremiah Long

Title: _____

Title: Engineering Technologist III

Date: _____

Date: December 4, 2019

LYNX Board Agenda

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

From: Norman Hickling
Director Of Mobility Services
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO), those designated by the Chief Executive Officer, and members of the Mobility Services Department be authorized to enter into Transportation Disadvantaged Coordination Contracts with agencies, local public bodies, non-profit agencies and other eligible providers pursuant to the LYNX Transportation Disadvantaged Service Plan (TDSP).

BACKGROUND:

Since 1992 the Central Florida Regional Transportation Authority, dba LYNX, has been designated as the Community Transportation Coordinator for Orange, Osceola, and Seminole Counties. The current agreement is in effect for the period of July 2018 to June 2023. With this designation it is the responsibility to become and remain apprised of all of the Transportation Disadvantaged resources available or planned in our service area. Knowledge that is used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and regional conditions that exist. The Transportation Disadvantaged Coordination Contracts with the coordinated agencies supports the realization of that responsibility.

LYNX Board Agenda

Coordinated Agencies:

Aspire Health Partners, Inc.	Attain Inc.
Central Florida Group Homes, LLC	Creative Living Services, LLC
Elquanah Group Homes Inc.	Florida mentor
Good Samaritan Society – Kissimmee Village	Kinneret Apartments
Meals on Wheels, Etc.	Osceola Council on Aging
Pachot Group Home	Primrose Center, Inc.
Quest Inc.	Renewed Hope Group Home
Seniors First Inc.	The Opportunity Center, Inc.
Trinity Home Care	

These contracts are provided to the noted agencies as a courtesy to allow them to directly invoice state or federal funding sources for transportation services, when authorized by and in full compliance with state and federal funding source, and is intended to evidence their respective compliance with the Act, the rule and other applicable state and federal laws.

To maintain consistency and transparency, the request for authorization to enter into future coordination contracts will be made as a part of the annual update and review of the (TDSP) to be effective beginning the next Fiscal Year. Attached is an example of the standard Transportation Disadvantaged Coordination Contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The Transportation Disadvantage Coordination Contracts have no monetary value and there is no fiscal impact to the Authority.

{EXAMPLE}

TRANSPORTATION DISADVANTAGED COORDINATION CONTRACT

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

WITNESSETH:

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

WHEREAS, the Authority has been designated as the Community Transportation Coordinator (the “Coordinator”) (as defined in Chapter 427, Fla. Stat. (1991) (the “Act”) and Rule 41-2, Fla. Admin. Code (the “Rule”)), by the Commission for the Transportation Disadvantaged (the “CTD”), whose address is 605 Suwannee Street, MS-49, Tallahassee, Florida 32399-0450, Attention: Executive Director, to serve as Coordinator for its tri-county service area pursuant to the terms of the Memorandum of Agreement between the CTD and the Authority, Contract No. TD1375, with an effective date of July 1, 2013 (the “Memorandum”), a copy of which is available upon request; and

WHEREAS, the Agency, as a condition of receiving financial assistance and to comply with the Act and applicable rules and regulations, is required to coordinate its delivery of transportation services with the Coordinator; and

WHEREAS, this Contract is being provided to Agency as a courtesy to allow Agency to directly bill state or federal funding sources for transportation services, when authorized by and in full compliance with said state or federal funding source, and is intended to evidence their respective compliance with the Act, the Rule and other applicable state or federal laws.

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

1. Recitals:

1.01 The recitals set forth above are true and correct and are incorporated herein by reference.

2. Agency’s Obligations:

2.01 The Agency enters into this Contract with the understanding that it is the duty of the Coordinator to ensure that transportation disadvantaged persons in the tri-county area

{EXAMPLE}

are provided transportation services that are safe, efficient, cost-effective and are not duplicative or fragmented. This responsibility entails reporting requirements, financial and service monitoring, and vehicle monitoring (to the extent required under the Section 5310 Program).

2.02 The Agency shall provide transportation disadvantaged persons in Orange, Seminole, and/or Osceola Counties in accordance with the terms and conditions of this Contract (the “Transportation Services”).

2.03 In the delivery of the Transportation Services by the Agency and the performance of all of its obligations pursuant to this Contract, the Agency shall comply with all applicable federal, state and local laws, rules, regulations and requirements, including without limitation the Act, the Rule and, specifically, the following (as such laws, rules, regulations and requirements may be amended or superseded):

2.03.01 The Authority’s Transportation Disadvantaged Service Plan as defined in Rule 41-2.002(16), Fla. Admin. Code (the “TDSP”), available at www.golynx.com;

2.03.02 The safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Rule 14-90, Fla. Admin. Code;

2.03.03 Applicable local, state and federal laws and CTD policies relating to drug testing, as required in Rule 41-2.006(3), Fla. Admin. Code. The Agency shall conduct drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;

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

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

2.03.06 The Agency shall comply with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Agency agrees to complete a Civil Rights Compliance Questionnaire if so requested by the CTD or the Authority. The Agency agrees that compliance with the assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the Agency, its successors, subcontractors, transferees, and assignees for the term of this Contract. The Agency shall assure that all operators, subcontractors, subgrantees, or others with whom the Agency arranges to provide Transportation Services are not discriminating against participants or employees in violation of the above statutes, regulations, guidelines, and

{EXAMPLE}

standards. In the event of failure to comply, the Agency agrees that the CTD or the Authority may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

- 2.03.07 The Agency shall report to the Authority the information required in order for the Authority to satisfy the reporting requirements imposed upon the Authority as the Coordinator, as set forth in Rule 41-2.007, Fla. Admin. Code.
- 2.04 The Agency shall submit to the Authority by the 10th of each month during the term of this Contract a monthly ridership report for the prior month in the form attached hereto as Exhibit "A" or in such other form as may be specified by the Authority from time-to-time ("Monthly Ridership Report").
- 2.05 At the end of the term of this Contract and any renewal terms, the Agency shall submit an annual operating report detailing demographic, operational, and financial data regarding the Transportation Services and a project evaluation report to the Authority, in such form as may be prescribed by the Authority or the CTD.
- 2.06 The Agency may not subcontract all of any portion of the Transportation Services to any person, organization or entity without the prior written approval of the Authority, which may be granted or withheld in the Authority's discretion. In the event that the Agency uses any subcontractor in the delivery of the Transportation Services approved by the Authority ("Subcontractor"), the Agency shall ensure that the Subcontractor complies with all terms, conditions, obligations and requirements set forth in this Contract.
- 2.07 The Agency shall report all accidents which occur during the term of this Contract relating to the Transportation Services and/or out of the scope of this Contract. Accidents involving a fatality or fatalities must be reported to the Authority as soon after such accident as possible under the circumstances, but not more than twenty-four (24) hours after the Agency becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over \$1,000.00 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Authority not more than forty-eight (48) hours after the Agency becomes aware of the accident. Copies of any accident report or reports prepared or received by the Agency as a result of any accident must be sent to the Commission upon receipt or preparation of the report.
- 2.08 The Agency shall safeguard information by not using or disclosing any information concerning a user of Transportation Services under this Contract for any purpose not in conformity with the local, state and federal regulations (45 C.F.R., Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

{EXAMPLE}

3. Authority's Rights and Obligations:

- 3.01 The Authority shall have no responsibility under this Contract to provide or broker Transportation Services to or for the Agency's clients.
- 3.02 The Authority shall have no obligation to provide funding or cost reimbursement to Agency, it being expressly understood that Agency will directly bill state or federal funding sources.
- 3.03 The Authority shall be entitled to include Agency-sponsored trip and mileage data in the Annual Operating Report to the CTD. The number of trips and miles included in this report are two (2) of four (4) equally weighted criteria used to determine the amount of the Trip and Equipment Grant awarded monthly to the Authority as Coordinator.
- 3.04 The Authority may review the Agency's operations and recommend changes with regard to personnel and employment practices of the Agency or its Subcontractors who are directly or indirectly providing Transportation Services under this Contract.
- 3.05 The Authority shall have the right on its own behalf or on behalf of the Agency, to review the personnel files of any safety sensitive employee having contact with paratransit customers or clients, in accordance with applicable laws.
- 3.06 The Authority may require that the Agency remove certain vehicles(s) from service which the Authority regards as unsuitable for service in accordance with applicable laws, rules regulations or standards.
- 3.07 The Authority shall have the right to inspect and audit the Agency's books and records, and those of its subcontractors, which are related to and attributed to the Agency's delivery of Transportation Services contemplated under this Contract, which right shall survive termination or expiration of this Contract as necessary to comply with the requirements of the CTD regarding retention and auditing of documents.

4. Contract Term:

- 4.01 Subject to the right of termination in paragraph 5 below, the term of this Contract shall be for a period of one year, commencing on October 1, 2019, and terminating on September 30, 2020.

5. Contract Termination:

- 5.01 This Contract may be terminated under the following situations:
 - 5.01.01 This Contract may be terminated by the Agency if it no longer provides Transportation Services to its clients, and the Agency has otherwise

{EXAMPLE}

fulfilled all of its obligations under this Contract, by giving notice of said fact pursuant to the notice provisions hereof.

- 5.01.02 If the Agency has made any misrepresentation in this Contract, this Contract may be terminated at the sole option of the Authority.
- 5.01.03 If the Agency is adjudicated bankrupt or files for bankruptcy or is placed in bankruptcy, or ceases to have legal existence, this Contract may be terminated at the sole option of the Authority.
- 5.01.04 The Authority may terminate this Contract upon notice to the Agency in the event of termination of the Memorandum or the status of the Authority as Coordinator is otherwise terminated or if the CTSD ceases to approve the CTD.
- 5.01.05 If the Authority and the Agency mutually agree to terminate this Contract.
- 5.01.06 Any termination pursuant to this paragraph 5.01 shall be effective upon receipt of written notice (or such other date as may be set forth in such written notice).

5.02 Termination for Default:

- 5.02.01 The Authority may, by written notice of default to the Agency, terminate in whole or any part of this Contract if the Agency fails to perform its obligations hereunder within the time specified herein or any extension thereof, or if the Agency acts in such a manner as to endanger its clients.
- 5.02.02 If this Contract is terminated in whole or in part for default on the part of the Agency, the Authority may report the incident to the appropriate state or federal agencies.
- 5.02.03 Waiver by the Authority of a breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limited the Authority's right to remedies at law or equity.
- 5.02.04 Any termination pursuant to this paragraph 5.02 shall be effective upon receipt of written notice (or such other date as may be set forth in such written notice).

5.03 Termination for Convenience:

{EXAMPLE}

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

6. Dispute Resolution:

6.01 The parties mutually acknowledge and agree that this Contract shall be construed in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of law. Any controversy or claim arising out of or relating to this Contract, or the breach thereof (collectively, a "Legal Dispute") may, at the option of the Authority, be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Orange County, Florida. If the Authority does not elect to settle any Legal Dispute by arbitration, then any action, suit or proceeding arising in connection with any such Legal Dispute shall be brought in the exclusive jurisdiction of the 9th Judicial Circuit of the State of Florida or the United States District Court for the Middle District of Florida, Orlando Division. Nothing in this paragraph shall in any way limit the right of to the Authority terminate this Contract under paragraph 5 hereof.

7. Indemnification:

7.01 To the maximum extent permitted by law, the Agency shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of the Transportation Services.

8. Public Records:

8.01 The Agency will comply with Florida's public records laws, and will, specifically:

8.01.01 Keep and maintain public records required by Authority to perform the Transportation Services.

8.01.02 Upon request from Authority's custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

{EXAMPLE}

the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- 8.01.03 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Agency does not transfer the records to Authority.
- 8.01.04 Upon completion of the Contract, transfer, at no cost, to Authority all public records in possession of the Agency or keep and maintain public records required by Authority to perform the Services. If the Agency transfers all public records to Authority upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority's custodian of public records, in a format that is compatible with the information technology systems of Authority.
- 8.01.05 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT 407-254-6170, PUBLICRECORDS@GOLYNX.COM OR PUBLIC RECORDS CUSTODIAN C/O LYNX 455 NORTH GARLAND AVENUE, ORLANDO, FL 32801.

9. Notices:

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

- 9.01 The Agency's primary point of contact for daily operations of the Transportation Services pursuant to this Contract is _____, **and Email:** _____. The Agency may appoint other individuals upon written notice to, and approval by, the Authority. The Agency shall provide written notice to the Authority promptly with respect to any changes to the aforesaid contact information.

{EXAMPLE}

- 9.02 As of the date hereof, but subject to the other provisions set forth herein, the Authority designates Norman L. Hickling (the “Contracting Officer”) with respect to the Authority’s performance of this Contract, and who will also serve as the primary point of contact for operational issues. The address for notices to the Authority under this Contract is **LYNX, 455 North Garland Avenue, Orlando, Florida 32801, Attention: Norman L. Hickling, 407-254-6169, and Email: NHickling@golynx.com.** The Authority may change such designation upon written notice to the Agency.

10. Miscellaneous:

- 10.01 Captions and Heading. Whenever herein the singular or plural is used the same shall include the other where appropriate. Words of any gender shall include other genders when the context so permits.
- 10.02 Number and Gender. This Contract may be executed in a number of identical counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Contract in any legal action, it shall not be necessary to produce or account for more than one such counterpart.
- 10.03 WAIVER OF JURY TRIAL. EACH PARTY HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE CONTRACT DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY EACH PARTY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.
- 10.04 Assignment. The Agency may not assign, transfer or subcontract any right or obligation of this Contract in whole or in part, without the prior written consent of Authority, which consent may be granted or withheld in the sole discretion of Authority. Any assignment or transfer of any obligation under this Contract without the prior written consent of Authority shall be void, *ab initio*, and shall not release the Agency from any liability or obligation under this Contract, or cause any such liability or obligation to be reduced to a secondary liability or obligation.
- 10.05 Survival. Should any provision of this Contract be determined to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired.
- 10.06 No Third-Party Beneficiary. It is specifically agreed that this Contract is not intended by any of the provisions of any part of this Contract to establish in favor of any other party, the public or any member thereof, the rights of a third-party beneficiary

{EXAMPLE}

hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Contract to enforce this Contract or any rights or liabilities arising out of the terms of this Contract.

- 10.07 Amendment of Contract. This Contract may not be modified or amended without the prior written consent of the party to be charged by said amendment or modification. This provision may not itself be changed orally. The Agency specifically is aware and understands that any modification or amendment to this Contract shall require the approval of the Authority's Governing Board or the approval of the appropriate Authority officer, as designated in the Administrative Rules.
- 10.08 Further Assurances. The parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Contract. This provision shall survive the expiration or termination of this Contract.
- 10.09 Entire Contract. This Contract, together with any exhibits or attachments hereto, constitutes the entire agreement between the parties and supersedes any and all prior agreements both oral and written between the parties regarding the subject matter herein.
- 10.10 Counterparts. This Contract may be executed by electronic means (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) and in any number of counterparts, which together shall constitute one agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

{EXAMPLE}

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

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

By: _____
James E. Harrison, Esq., P.E.
Chief Executive Officer

Date: _____

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX legal counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Carrie Sarver
Senior Staff Attorney

[Counterpart Signature Page to Transportation Disadvantages Coordination Contract]

{EXAMPLE}

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

[AGENCY]

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

Exhibit A

Monthly Annual Operating Report Data

Organization Information

County(ies) _____

Report Date: _____

Period Covered: _____

Agency Name: _____

Address: _____

City: _____ FL Zip Code _____

Contact Person: _____

Title: _____

Phone: _____

Cell/Alternate Phone: _____

Fax: _____

Email: _____

Organization Type: ☐ Private Non-Profit
☐ Private For Profit

Agency Certification:

I, _____, as the authorized Agency Representative, hereby certify, under the penalties of perjury as stated in Chapter 837.06, F.S., that the information contained in this report is true, accurate, and in accordance with the accompanying instructions.

Representative's Signature

Date

Monthly Annual Operating Report Data

Trip Information

Service Type – One-Way Passenger Trips:

	Paratransit	Orange	Osceola	Seminole	
Ambulatory					
Non-Ambulatory					
Stretcher					
Total - Service Type by County		0	0	0	
Grand Total (all counties) - Service Type					0

(All shaded – same color – totals must match each other exactly)

Comments:

Revenue Source – One-Way Passenger Trips:

	Orange	Osceola	Seminole	
Agency for Health Care Administration				
Agency for Persons with Disabilities				
Department of Children and Families				
Department of Economic Opportunity				
Department of Education				
Department of Elder Affairs				
Department of Health				
Department of Juvenile Justice				
Department of Transportation				
FDOT-- 5310: Capital /Operating				
Local Government				
Local Non-Government				
Other Federal or State Programs (i.e. LYNX 5310 Grant)				
<u>5310 Grant - Vanpool</u>				
<u>5310 Grant - Operating</u>				
Other				
Total – Revenue Source by County	0	0	0	
Grand Total (all counties) - Service Type				0

(All shaded – same color – totals must match each other exactly)

Comments:

Monthly Annual Operating Report Data

Passenger Type (Demographics) – One-Way Passenger Trips:

	Orange	Osceola	Seminole	
Older Adults				
Children At Risk				
Persons With Disabilities				
Low Income				
Other				
Total – Passenger Type by County	0	0	0	
Grand Total (all counties) - Passenger Type				0

(All shaded – same color – totals must match each other exactly)

Comments:

Trip Purpose – One-Way Passenger Trips:

	Orange	Osceola	Seminole	
Medical				
Employment				
Education/Training/Daycare				
Nutritional				
Life-Sustaining – Personal Business/Other				
Total – Revenue Source by County	0	0	0	
Grand Total (all counties) – Trip Purpose				0

(All shaded – same color – totals must match each other exactly)

Unduplicated Passenger Head Count

	Orange	Osceola	Seminole	
Unduplicated Passenger Head Count				0
5310 LYNX # of Person Served				0

Comments:

Vehicle and Driver Information

Mileage Information

	Orange	Osceola	Seminole	
Paratransit Miles				0

Monthly Annual Operating Report Data

Roadcalls & Accidents	Orange	Osceola	Seminole	Total
Roadcalls	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Chargeable Accidents	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>

Vehicle Inventory	Orange	Osceola	Seminole	Total # of Vehicles
Total Number of Vehicles	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Number of Wheelchair Accessible Vehicles	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>

Drivers	Orange	Osceola	Seminole	Total
Number of Full Time & Part Time Drivers	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Number of Volunteer Drivers	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>

Revenue Sources

Revenue Sources	Orange	Osceola	Seminole	Total
Agency for Health Care Administration	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Agency for Persons with Disabilities	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Agency for Health Care Administration	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Agency for Persons with Disabilities	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>
Department of Children and Families	<u> </u>	<u> </u>	<u> </u>	<u> 0</u>

Monthly Annual Operating Report Data

Department of Economic Opportunity	Orange	Osceola	Seminole	Total
Department of Education				0
Department of Elder Affairs				0
Department of Health				0
Department of Juvenile Justice				0
Department of Transportation				Total
49 USC 5307				0
FDOT : 49 USC 5310				0
49 USC 5311				0
49 USC 5311(f)				0
Block Grant				0
Service Development				0
Commuter Assistance Program				0
Other DOT:				0
Local Government				Total
County Cash				0
County In-Kind				0
City Cash				0
City In-Kind				0
Other Cash:				0
Other In-Kind:				0
Local Non-Government				Total
Farebox				0
Donations, Contributions				0
In-Kind Services				0
Other Non-Government				0

Monthly Annual Operating Report Data

Other Federal or State Programs

	Orange	Osceola	Seminole	Total
Other Federal Programs - <u>5310 Grant - LYNX</u>				
<u>5310 /Grant - Vanpool</u>				<u>0</u>
<u>5310 Grant - Operating</u>				<u>0</u>
Other State Programs				<u>0</u>
Total Revenue	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Comments:

Expense Sources

Expense Sources	Orange	Osceola	Seminole	Total
Labor:				<u>0</u>
Fringe Benefits:				<u>0</u>
Services:				<u>0</u>
Materials and Supplies Consumed:				<u>0</u>
Utilities:				<u>0</u>
Casualty and Liability:				<u>0</u>
Taxes:				<u>0</u>
Miscellaneous:				<u>0</u>
Interest:				<u>0</u>
Leases and Rentals:				<u>0</u>
Vanpool Lease (5310 LYNX):				<u>0</u>
Capital Purchases:				<u>0</u>
Contributed Services:				<u>0</u>
Allocated Indirect Expenses:				<u>0</u>
Total Expenses Sources by County:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

LYNX Board Agenda

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Terri Settingington
Director Of Human Resources
Terri Settingington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Adopt Resolution No. 20-002 to Approve and Ratify the Second Amendment to the Labor Agreement Between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596

Date: 1/23/2020

ACTION REQUESTED:

Staff is seeking the Board of Directors' authorization to adopt Resolution No. 20-002 to approve and ratify the Second Amendment to the Labor Agreement Between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596 ("CBA Amendment").

BACKGROUND:

Plan. The LYNX Defined Contribution Plan for BU Employees ("Plan") provides tax-qualified, defined contribution retirement benefits for employees represented by Amalgamated Transit Union AFL-CIO Local 1596 ("Union") who do not participate in the previously-closed defined benefit pension plan.

Contributions. The Plan provides an employer non-elective contribution percentage equal to 6% of compensation for each participant. In addition, participants have a one-time, irrevocable option to make a pre-tax "pick-up contribution" to the Plan equal to up to 3% of their compensation (deducted from their paychecks). Participants who irrevocably elect to make a pick-up contribution receive an employer 50% matching contribution thereon, up to maximum matching contribution of 1.5% of compensation (1.5% is 50% of a 3% pick-up contribution). The purpose of the pick-up contribution and matching contribution components is to encourage employees to become educated about, and to participate in, planning and saving for their retirement.

LYNX Board Agenda

Vesting. Participants are always 100% vested in their own pick-up contributions. However, the LYNX non-elective and matching contributions are subject to a five-year cliff vesting schedule, meaning that a participant is not vested in those contributions until the participant has completed five years of service at LYNX, at which time the participant becomes 100% vested in all past and future LYNX contributions made to his/her Plan account. The purpose of the vesting provision is to encourage participants to stay employed at LYNX for at least five years.

Challenges with Current Plan Design. Under strict IRS rules, a participant's pick-up contribution percentage election must be a one-time, irrevocable election that applies during the participant's entire career at LYNX and cannot be changed by the participant. The election must be made when the employee first becomes eligible for any plan of the employer. These strict IRS rules create practical challenges for the employees:

It is difficult for an employee to immediately decide, within the first pay period, how much to irrevocably contribute to the Plan.

An employee's financial ability and desire to save for retirement changes over time, but the election cannot change accordingly.

If the employee is not financially able to initially elect the 3% pick-up contribution level, the employee loses out on the opportunity to obtain the maximum LYNX matching contribution for his/her entire career at LYNX.

LYNX staff wishes for the participants to have more flexibility and more involvement in their retirement planning over the course of their career at LYNX and to be able to qualify for the maximum LYNX employer contribution toward their retirement savings.

Solution to the Challenges. A proposed Plan design enhancement, which also involves the existing LYNX Deferred Compensation Plan ("457(b) Plan"), offers solutions. Unlike pick-up contributions, an employee's 457(b) Plan pre-tax deferral elections are not irrevocable – they can be changed. The proposal is to eliminate the Plan's "pick-up" contribution component going forward. Instead, participants may make 457(b) Plan pre-tax elective deferrals. The LYNX 50% matching contribution will instead be calculated based on the participant's pre-tax elective deferral to the 457(b) Plan. The maximum cap on the matching contribution will remain at 1.5%, and the matching contributions will continue to be deposited to the Plan, in order to maintain the five-year cliff vesting schedule. Both plans are on the same service provider platform (currently, MassMutual), with one website/one login and the same investment menu structure, for ease of participant use and employer administration.

The proposal may be summarized by the following table:

	Current	Proposed	
	Plan	Plan	457(b) Plan
Maximum participant contribution that may be 50%-matched	3% pick-up contribution	N/A	3% elective deferral
Maximum LYNX 50% matching contribution	1.5%	1.5%	N/A
LYNX non-elective contribution	6%	6%	N/A

LYNX ard Agenda

Union Approval/Ratification. The Union President notified LYNX's pension lawyer that the Union approved and ratified the proposed Plan design enhancement and CBA Amendment by a membership vote of 342 in favor, 14 against.

FISCAL IMPACT:

The proposed plan design enhancement still provides for the same maximum possible employer financial commitment. Employer contributions forfeited by participants who leave LYNX before five years of service are still available for payment of Plan expenses or to offset future employer contribution obligations to that plan. However, there is a potential for more fluctuation and/or an increase in the dollar amount of the matching contribution obligation, as participants change their 457(b) Plan deferral elections (however, the maximum cap on matching contributions of 1.5% remains in place).

For example, based on December 2019 payroll data, LYNX's overall match rate is currently approximately 1.18% (in comparison to the 1.5% possible maximum). Based on annualizing payroll from December 2019, the approximate additional annual cost if every current eligible employee kept or increased his/her maximum deferral to 3% is approximately \$54,000. Of course, it is not likely that every eligible employee will take such action. However, staff has determined that the current approved budget can accommodate the potential fluctuation.

**SECOND AMENDMENT
to the
LABOR AGREEMENT
between
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY &
AMALGAMATED TRANSIT UNION AFL-CIO LOCAL 1596
(October 1, 2017 through September 30, 2020)**

THIS SECOND AMENDMENT ("Second Amendment") to the Labor Agreement between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596, as amended by a First Amendment ("CBA") is entered into on the date shown below by and between the Central Regional Transportation Authority d.b.a. LYNX (the "Authority") and the Amalgamated Transit Union AFL-CIO, Local 1596 (the "Union").

WHEREAS, the Union is the bargaining agent for a unit of employees described in Article 2 of the CBA ("Employees"); and

WHEREAS, the CBA governs the terms and conditions of employment of the Employees and expires on September 30, 2020; and

WHEREAS, the Authority and the Union wish to again amend the CBA.

NOW, THEREFORE, the Authority and the Union agree that the CBA shall be amended as follows:

1. Definitions

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the CBA.

2. Plan Design Enhancement to the Contribution Plan

Article 30, section 5, 1), b) ii. of the CBA is deleted in its entirety and replaced with the following:

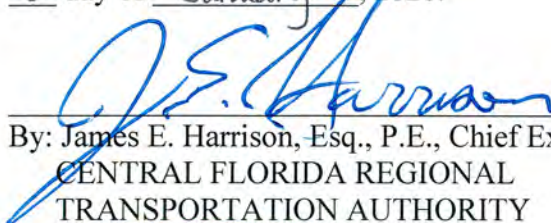
ii. Employees shall have an option of contributing an amount to the LYNX Deferred Compensation Plan (457(b) plan) as set by Federal Regulations. The Authority shall make a matching contribution into the employee's Contribution Plan account, at the rate of 50-cents-on-the-dollar of the employee's 457(b) plan contribution of 1%, 2% or 3%. The menu of investment options for selection by participants in the Contribution Plan and the menu of investment options for selection by participants in the 457(b) plan shall at all times be substantially similar;

The Authority shall implement the foregoing provisions as soon as administratively practicable following the execution, ratification, and approval of this Second Amendment by the Authority and the Union.


3. No Other Changes

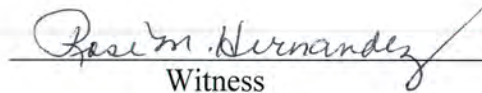
All other provisions of the CBA not specifically amended or supplemented by this Second Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed in its respective names by its respective representatives, thereunto duly authorized, on this 8 day of January, 2020.


By: James E. Harrison, Esq., P.E., Chief Executive Officer
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY


Witness


By: Wilfredo Delgado, President/Business Agent
AMALGAMATED TRANSIT UNION,
LOCAL 1596


Witness

* * * * *

CFRTA RESOLUTION NO. 20-002

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE AND RATIFY
THE SECOND AMENDMENT TO THE LABOR AGREEMENT BETWEEN
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY &
AMALGAMATED TRANSIT UNION AFL-CIO LOCAL 1596**

WHEREAS, the Central Florida Regional Transportation Authority d/b/a LYNX and the Amalgamated Transit Union AFL-CIO Local 1596 ("ATU 1596") are parties to an in-force collectively-bargained Labor Agreement with a term of October 1, 2017 through September 30, 2020, as previously amended ("CBA"); and

WHEREAS, the Chief Executive Officer of LYNX and the President of ATU 1596 have executed a Second Amendment to the CBA a copy of which is attached hereto as Exhibit "A" ("Amendment"); and

WHEREAS, under Florida law and the terms of the CBA, any amendment to the CBA is not binding on LYNX as the public employer until such amendment is ratified by the public employees covered by the CBA and by the legislative body of the public employer; and

WHEREAS, the Amendment was approved and ratified by the ATU 1596 bargaining unit on December 27, 2019; and

WHEREAS, because the Amendment was approved and ratified by the ATU 1596 bargaining unit, it now comes to this Board as the legislative body of LYNX for approval and ratification; and

WHEREAS, the Chief Executive Officer recommends approval and ratification of the Amendment by this Board for the reasons set forth in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, this Board desires to approve and ratify the Amendment and accomplish the purposes outlined in the Chief Executive Officer's accompanying memorandum.

[THIS SPACE IS INTENTIONALLY LEFT BLANK. RESOLUTION CONTINUES
ON FOLLOWING PAGE.]

CFRTA RESOLUTION NO. 20-002

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE AND RATIFY
THE SECOND AMENDMENT TO THE LABOR AGREEMENT BETWEEN
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY &
AMALGAMATED TRANSIT UNION AFL-CIO LOCAL 1596**

NOW, THEREFORE, BE IT RESOLVED THAT: the Second Amendment to the Labor Agreement between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596, a copy of which is attached hereto as Exhibit "A", is hereby approved and ratified.

APPROVED AND ADOPTED this ____ day of _____, 2020 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

LYNX Board Agenda

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Terri Settingington
Director Of Human Resources
Terri Settingington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Adopt Resolution No. 20-003 to Approve Amendment #1 to the LYNX Defined Contribution Plan for BU Employees

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Resolution No. 20-003 to approve Amendment #1 to the LYNX Defined Contribution Plan for Bargaining Unit (BU) Employees.

BACKGROUND:

The Collective Bargaining Amendment (CBA) describes a plan design enhancement to the LYNX Defined Contribution Plan for BU Employees ("Plan"). It provides an employee flexibility to modify his/her pre-tax deferral elections and now provides for those deposits to be made into their 457(b) Plan. Previously the employee had an irrevocable election which was made at the time of hire and was unable to modify it during their tenure at LYNX.

The Plan's Administrative Committee and Board of Trustees previously reviewed a draft Amendment #1 to the Plan's technical legal document, to conform the Plan's terms to the CBA Amendment, in the event the CBA Amendment was ultimately approved and ratified by the bargaining parties.

The Draft Amendment #1 contains a proposed legal effective date of April 26, 2020, to allow sufficient time for the plan design enhancement to be implemented by the Plan's service provider (currently, MassMutual) and incorporated in LYNX's payroll and accounting systems, for LYNX Human Resources staff to hold meaningful educational meetings with the several hundred eligible employees and assist those employees in making participant elections, and for LYNX Human Resources staff to establish and/or update the retirement plan accounts for the eligible employees.

LYNX ard Agenda

This item is contingent upon the Board of Directors approving and ratifying the Second Amendment to the Labor Agreement between the Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596 ("CBA Amendment") as more particular described in Action Agenda Item #8.A.

FISCAL IMPACT:

The fiscal impact of the plan design enhancement incorporated in Amendment #1 is as described in the memorandum for Action Agenda Item #8.A. (concerning approval and ratification of the CBA Amendment).

AMENDMENT #1
TO THE
LYNX DEFINED CONTRIBUTION PLAN
FOR BU EMPLOYEES

(April 26, 2020)

WHEREAS, the Central Florida Regional Transportation Authority doing business as LYNX (the "Employer") originally adopted the LYNX Defined Contribution Plan for BU Employees (the "Plan") effective March 1, 2014 and last amended and restated the Plan's governing terms, effective January 1, 2016; and

WHEREAS, pursuant to Section 19.1 of the Plan, the Employer has the right to amend the Plan, provided, however, that any amendment that is specifically governed by the terms of an applicable collective bargaining agreement must be in compliance with the collective bargaining agreement; and

WHEREAS, the Employer and Amalgamated Transit Union Local 1596, AFL-CIO, CLC (the "Union") previously entered into a collectively-bargained Labor Agreement for the period October 1, 2017 through September 30, 2020 ("CBA") containing provisions applicable to the Plan; and

WHEREAS, the Employer and the Union recently entered into an amendment to the CBA ("CBA Amendment"), changing the provisions applicable to the Plan; and

WHEREAS, the Employer desires to amend the Plan to conform the Plan to the terms of the CBA Amendment.

NOW, THEREFORE, to accomplish the foregoing, the Plan is hereby amended, effective April 26, 2020, as follows:

1. Section 1.1 of the Plan is amended by deleting the definition of "Matching Contribution" in its entirety and replacing it with the following:

"A '**Matching Contribution**' means any Employer Contribution made to the Plan on account of other contributions made by the Participant under the LYNX Deferred Compensation Plan, as provided in Article VI."

2. Section 1.1 of the Plan is amended by deleting the definition of "Participant's Contributions" in its entirety and replacing it with the following:

"A Participant's '**Participant Contributions**' means the contributions made by a Participant to the Plan if permitted under Section 3.6 or as may have previously been permitted under the terms of the Plan, that are 'picked up' by the Employer in accordance with Code Section 414(h)(2) and treated as employer contributions."

3. Section 3.4 of the Plan is deleted in its entirety and replaced with the following:

"3.4 Effect and Duration

Upon becoming an Eligible Employee, an Employee shall be entitled to receive allocations of Employer Contributions in accordance with the provisions of Article VI (provided he

meets any applicable requirements thereunder) and shall be bound by all the terms and conditions of the Plan and the Funding Agreement. A person shall continue as an Eligible Employee eligible to participate in allocations of Employer Contributions only so long as he continues in Covered Employment as an Employee."

4. Section 3.6 of the Plan is deleted in its entirety and replaced with the following:

"3.6 Participant Contributions

Participant Contributions to the Plan are not permitted.

A Participant's vested interest in his prior Participant Contributions Sub-Account (if he has one) shall at all times be 100 percent."

5. Subsection (b) of section 6.2 of the Plan is deleted in its entirety and replaced with the following:

"(b) The Employer shall make a Matching Contribution to the Plan for each Contribution Period on behalf of each of its Eligible Employees who has met the allocation requirements for Matching Contributions described in this Article, in the amount of 50% of the Participant's elective contribution to the LYNX Deferred Compensation Plan for that Contribution Period."

6. Subsection (b) of section 6.3 of the Plan is deleted in its entirety and replaced with the following:

"(b) The contributions with respect to which the Employer shall make Matching Contributions to the Plan for a Contribution Period on behalf of its Eligible Employees who have met the allocation requirements for Matching Contributions described in this Article shall be: the Participant's elective contributions to the LYNX Deferred Compensation Plan."

7. Subsection (c) of section 6.3 of the Plan is deleted in its entirety and replaced with the following:

"(c) Notwithstanding the foregoing, no Matching Contributions shall be made with respect to the Participant's elective contributions to the LYNX Deferred Compensation Plan in excess of 3% of Compensation. Thus, the total Matching Contribution provided under this Plan will not exceed one and one-half percent (1.5%) of Compensation."

8. Subsection (b) of section 6.5 of the Plan is deleted in its entirety and replaced with the following:

"(b) A person who was an Eligible Employee at any time during a Contribution Period, and who has made an elective contribution to the LYNX Deferred Compensation Plan, shall be eligible to receive an allocation of Matching Contributions for such Contribution Period."

Employer Adoption

This AMENDMENT #1 TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES is hereby adopted, effective April 26, 2020, by the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, the Plan sponsor.

Print Name: James E. Harrison, Esq., P.E.

Print Title: Chief Executive Officer

Print Date: _____

Trustee Declaration

The individual named below was previously designated as a member of the Board of Trustees for the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as a Trustee under the Plan document and under the Trust document (the LYNX DEFINED CONTRIBUTION TRUST FOR BU EMPLOYEES AGREEMENT AND DECLARATION OF TRUST). By executing this Trustee Declaration, the individual named below continues to accept the Trustee responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and under the Trust document, and agrees to continue serving on the Board of Trustees, effective April 26, 2020.

Print Name: _____

Date: _____

Check one: ☐ Employer-appointed Trustee or
☐ Union-appointed Trustee

Administrative Committee Member Declaration

The individual named below was previously designated by the Employer's board of directors as a member of an Administrative Committee to carry out ministerial Plan administrative functions under the LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES ("Plan") and has in fact been serving as an Administrative Committee member. By executing this Administrative Committee Member Declaration, the individual named below continues to accept the ministerial administrative responsibilities and obligations under the Plan document, as amended by Amendment #1 thereto, and agrees to continue performing the ministerial Plan administrative functions delegated to the Administrative Committee by the Employer's board of directors, effective April 26, 2020.

Print Name: _____

Date: _____

CFRTA RESOLUTION NO. 20-003

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE
AMENDMENT #1 TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU
EMPLOYEES**

WHEREAS, the Central Florida Regional Transportation Authority doing business as LYNX (the "Employer") originally adopted the LYNX Defined Contribution Plan for BU Employees (the "Plan") effective March 1, 2014 and last amended and restated the Plan's governing terms, effective January 1, 2016; and

WHEREAS, pursuant to Section 19.1 of the Plan, the Employer has the right to amend the Plan, provided, however, that any amendment that is specifically governed by the terms of an applicable collective bargaining agreement must be in compliance with the collective bargaining agreement; and

WHEREAS, the Employer and Amalgamated Transit Union Local 1596, AFL-CIO, CLC (the "Union") previously entered into a collectively-bargained Labor Agreement for the period October 1, 2017 through September 30, 2020 ("CBA") containing provisions applicable to the Plan; and

WHEREAS, the Employer and the Union recently entered into an amendment to the CBA ("CBA Amendment"), changing the provisions applicable to the Plan; and

WHEREAS, the Employer desires to amend the Plan to conform the Plan to the terms of the CBA Amendment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The document titled "AMENDMENT #1 TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES "attached hereto as Exhibit "A" is hereby approved.
2. The LYNX CEO is hereby authorized to execute the document titled "AMENDMENT #1 TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES "attached hereto as Exhibit "A", for and on behalf of LYNX.
3. The LYNX CEO, with such assistance as he may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as he determines necessary or desirable to effectuate these resolutions.

CERTA RESOLUTION NO. 20-003

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE
AMENDMENT #1 TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU
EMPLOYEES**

4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

APPROVED AND ADOPTED this ____ day of _____, 2020 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

LYNX Board Agenda

Action Agenda Item #8.C

To: LYNX Board of Directors

From: Tiffany Homler Hawkins
Chief Administrative Officer
Tiffany Homler Hawkins
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Amend Administrative Rule 2 Establishing Auditor Selection Committee

Date: 1/23/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to amend Administrative Rule 2 in order to designate the Finance and Audit Committee as an "auditor selection committee" in accordance with recent amendments to Section 218.391, Florida Statutes. A copy of the proposed amendment is attached hereto.

BACKGROUND:

On April 26, 2019, the Governor signed into law Chapter 2019-15 amending Section 218.391, Florida Statutes, which sets forth requirements applicable to public entities' selection of outside auditors.

In connection with the amendments to Administrative Rule 2 and for the purpose of assisting the Governing Board in its upcoming selection of an outside auditor, Staff is requesting that the Board designate one of the Governing Board members to serve as the chair of the Finance and Audit Committee in order to comply with the statutory requirement that the committee be chaired by a member of the agency's governing body when serving as an auditor selection committee. The designation will be solely related to the Finance and Audit Committee's role as an auditor selection committee and will not otherwise make a member of the Governing Board the chair or a member of the Finance and Audit Committee for any other purpose.

Under the revised Section 218.391, Florida Statutes, each municipality, special district (such as LYNX), district school board, charter school, or charter technical career center is required to establish an auditor selection committee to assist its governing body in selecting an auditor to

LYNX Board Agenda

conduct the annual financial audit required in Section 218.39, Florida Statutes. The auditor selection committee is required to consist of at least three members, one of whom must be a member of the governing body of the entity. That member must serve as the auditor selection committee's chair. An employee, chief executive officer, or chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee; however, an employee, chief executive officer, or chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

The proposed amendments to Administrative Rule 2 designate the Finance and Audit Committee to serve as LYNX's auditor selection committee; it adds a member of the Governing Board to the committee when the committee is serving in such capacity, designates such member as the chair of the committee, and requires such member's participation in order to constitute a quorum; and prohibits any employee, chief executive officer, or chief financial officer of LYNX from serving as a member of an auditor selection committee, although it permits any employee, chief executive officer, or chief financial officer of LYNX to serve in an advisory capacity.

At the December 5, 2019 Oversight Committee meeting, it was recommended that the Administrative Rule 2 language be updated to reflect the below changes and brought back to the January 23rd, 2020 Oversight Committee Meeting and Board of Directors meeting for approval.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

ADMINISTRATIVE RULE 2 BOARD GOVERNANCE (BYLAWS)

DATE: **January 23, 2020¹**

SCOPE:

This Administrative Rule sets forth the bylaws of the Authority pursuant to section 343.64(2)(h), Florida Statutes, to regulate the affairs and the conduct of the business of the Authority.

AUTHORITY:

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

Part III, Chapter 343, Florida Statutes

RULE 2: Bylaws

- 2.1 **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings provided for such terms as set forth in Administrative Rule 1.
- 2.2 **Adoption of Bylaws.** The rules set forth in this Rule 2 shall constitute the bylaws of the Authority for the purposes of the Act, and shall govern the affairs and the conduct of the business of the Authority with respect to the matters addressed herein.
- 2.3 **Governing Board.** The Governing Board shall be vested with all powers provided under the Act to carry out the purposes set forth in the Act. All powers of the Governing Board not expressly delegated to an official, employee or agent of the Authority pursuant to these Administrative Rules or other official action of the Governing Board are reserved to the Governing Board.
 - 2.3.1 **Composition.** The Act provides that the Governing Board shall be comprised of five voting members as follows:
 - A. The chairs of the county commissions of Seminole, Orange, and Osceola Counties, or another member of the commission designated by the county chair of that commission, shall each serve as a representative on the Board for the full extent of his or her term (as described below);

¹ This Administrative Rule was originally adopted in the amended and restated form by the Governing Board at its meeting held on July 28, 2010. Section 2.12 of this Administrative Rule was amended in its entirety by the Governing Board at its meeting held on September 25, 2014. Sections 2.3.5, 2.6 and 2.9 were partially amended and Sections 2.4.8 and 2.4.9 were added by the Governing Board at its meeting held on December 7, 2017. Section 2.12.2.H. was added and related changes were made to Administrative Rule 2 by the Governing Board at its meeting held on January 23, 2020.

- B. The mayor of the City of Orlando, or a member of the Orlando City Council designated by the mayor, shall serve on the Board for the full extent of his or her term (as described below);
- C. The Secretary of Transportation shall appoint the district secretary, or his or her designee, for the district within which the area serviced by the Authority is located and this member shall be a voting member.

Each Member shall serve on the Board for a term of one year, which term shall begin and end on the first and last day of each Fiscal Year. Each Member's term shall automatically renew for successive one year terms unless a new Member is designated in accordance with **Section 2.3.2.**

2.3.2 **Designation of Members.**

- A. The county chairs of Seminole, Orange, and Osceola Counties are permitted to designate persons other than themselves to serve as Members of the Governing Board, provided that each such person designated by a county chair is a member of the county commission.
- B. The mayor of the City of Orlando is permitted to designate a person other than himself or herself to serve as a Member of the Governing Board, provided that such person is a member of the Orlando City Counsel.
- C. The Secretary of Transportation is permitted to designate a person other than the district secretary for the district within which the area serviced by the Authority is located.

Except as otherwise permitted by the Chairman, any person so designated to be on the Governing Board for a particular Fiscal Year pursuant to this **Section 2.3.2** must be designated before the end of the previous Fiscal Year and such designation must be for an entire Fiscal Year term.

- 2.3.3 **Replacements.** During any particular Fiscal Year term, any vacancy on the Governing Board shall be filled by the person authorized to make a designation with regard to the empty seat pursuant to **Section 2.3.2** and only for the balance of the unexpired Fiscal Year term.

- 2.3.4 **Officers of the Governing Board.** The Governing Board shall annually elect from its Members a Chairman, Vice Chairman, and Secretary. The Governing Board may also elect from its Members a Treasurer. The officers of the Governing Board shall have the authorities and duties set forth in these Rules for such officers, or as otherwise may be assigned to them by the Governing Board. All officers shall be elected by the Governing Board at an organizational meeting held pursuant to **Section 2.4.** Officers shall be elected by the Members, and shall hold their respective offices from the first day of each Fiscal Year for a term of one year, or until their respective successors are chosen, if later.

- A. **Removal of Officer from Governing Board; Vacancies.** An officer of the Governing Board may be removed from office at any time, with or without cause, by the affirmative vote of the Majority of the Members. Any vacancy occurring in an office on the Governing Board shall be filled by the Governing Board for the remainder of the term at a regular or special meeting of the Governing Board.
- B. **Office of Chairman.** The Chairman of the Governing Board shall preside at meetings of the Governing Board, call special meetings, sign and may execute deeds, mortgages, bonds, contracts and other documents and instruments on behalf of the Authority, and perform such other duties as may be required by law or directed by the Governing Board.
- C. **Office of Vice Chairman.** The Vice Chairman shall have the powers and perform such duties as may be delegated to that office by the Governing Board, and in the event of the death, absence or inability of the Chairman to act, perform the duties and exercise the powers of the Chairman.
- D. **Office of Secretary.** The Secretary shall keep the minutes of all meetings of the Governing Board and such other meetings of the Authority for which minutes are required to be kept or, if not required by law, that the Governing Board deems desirable to be kept. The Secretary shall attest to the signature of other officers of the Governing Board when required or necessary. The Secretary to the Governing Board shall maintain thorough and accurate records of the Administrative Rules, the agendas of meetings of the Governing Board, resolutions and other instruments approved by the Governing Board. The Secretary shall perform the duties customarily performed by the secretary to a governmental entity, as well as such other duties as may be prescribed by the Governing Board.
- E. **Office of Treasurer.** The Treasurer shall be responsible for the financial affairs and records of the Authority, and shall have the custody of all the funds and securities of the Authority, except as may be otherwise provided by the Governing Board, and shall disburse the funds and other assets of the Authority as may be ordered by the Governing Board. The Treasurer shall keep or cause to be kept a record of all money received and expended, and all other financial transactions of the Authority. The Treasurer shall perform such duties as are customarily performed by the treasurer of a governmental entity and as may be required by general law or as directed by the Governing Board.

2.3.5 **Clerk and Assistant Officers to the Governing Board.**

- A. **Clerk to the Governing Board.** The Governing Board shall have a Clerk to carry out the duties of a clerk pursuant to applicable law and these Administrative Rules, and such other duties as the Governing Board may

assign to the Clerk from time-to-time. If the Governing Board shall fail to appoint a Clerk for any particular Fiscal Year, or if the person appointed to the office of Clerk by the Governing Board shall be unable to perform his or her duties due to death, absence or inability, the duties of the Clerk shall be performed by the Assistant Secretary, if one exists, or, if there is no Assistant Secretary, then by the Chief Executive Officer or such other Authority employee as designated by the Chief Executive Officer.

B. **Assistant Officers.** The Governing Board may from time-to-time appoint one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers and agents as it shall deem necessary, and may define their powers and duties. Any number of offices may be held by the same person.

C. **Not Required to be Members.** Officers appointed pursuant to this **Section 2.3.5** need not be Members.

2.3.6 **Authority of Members.** Any direction as to the day-to-day operations of the Authority shall be made by action of the Governing Board and implemented by the Chief Executive Officer or such other person designated by the Governing Board. No individual Member shall have authority to direct Officers or employees of the Authority with regard to any action or duty relating to the day-to-day operations of the Authority. Notwithstanding anything to the contrary set forth in this **Section 2.3.6**, the Chairman is authorized to exercise oversight functions over and make inquiries of the Officers and Authority employees.

2.4 **Meetings of the Governing Board.** The Governing Board shall annually establish a schedule for meetings of the Governing Board. The Governing Board shall meet at the offices of the Authority, or, if directed by the Chairman, at such other location within or without the jurisdiction serviced by the Authority. All meetings of the Governing Board except as may otherwise be provided herein and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.

2.4.1 **Procedures of the Governing Board.** Meetings of the Governing Board shall be administered in accordance with Robert's Rules of Order, provided that the Members may elect to deviate from said rules when it is in the best interest of the Authority.

2.4.2 **Actions, Voting Requirements.** If a quorum is present, the affirmative vote of a majority of the Members present at a meeting shall constitute an act of the Governing Board. Votes of the Members shall be cast by voice vote, unless the Chairman, Vice Chairman or a majority of the Members present shall request an alternative method that is permitted by law. Resolutions as adopted

shall be memorialized in writing and included for adoption of the minutes at the subsequent meeting of the Governing Board.

- 2.4.3 **Quorum.** The presence in person of a majority of the Members of the Governing Board shall constitute a quorum for the transaction of business.
- 2.4.4 **Adjournment; Reconvening.** Any meeting of the Governing Board at which a quorum is present may be adjourned by the vote of a majority of the Members. In the event no quorum is present on the day fixed for any meeting of the Board, such meeting may be cancelled and rescheduled by the Chairman, Vice Chairman or Chief Executive Officer, to a time and date at which a quorum be obtained. At any reconvened meeting at which a quorum is present, the Governing Board may take any official action, which might have been taken at the original meeting.
- 2.4.5 **Meeting Agendas.** Under the authority and auspices of the Chairman, the Authority shall prepare an agenda prior to each meeting of the Governing Board and shall provide appropriate notice thereof prior to each meeting.² The agenda shall list the title of the items in the order they are intended to be brought before and considered by the Governing Board. With the consent of whomever is the Chairman presiding over any particular meeting, items may be brought before the Governing Board out of the order listed on the agenda for such meeting, and the Governing Board may act upon such items. With the consent of the Chairman or any two Members, items may also be brought before the Governing Board which are not listed on the agenda (i.e., “**blue sheet items**”), and the Governing Board may act upon such items.
- 2.4.6 **Organizational Meeting.** The Governing Board shall annually hold its organizational meeting during a regular business meeting prior to the end of the Fiscal Year for purposes of electing the officers of the Governing Board pursuant to these Administrative Rules, or, if the organizational meeting of the Governing Board cannot be held at such meeting, the election of the officers of the Governing Board shall be held at the next regularly scheduled meeting at which an election is practical.
- 2.4.7 **Emergency, Special and Closed Meetings.** Subject to and in accordance with the requirements of Florida law, the Governing Board may convene emergency meetings, special meetings and meetings closed to the general public when directed by the Chairman, Vice Chairman or a Majority of the Members.

² The Authority is not subject to the Administrative Procedures Act, Chapter 120, Florida Statutes, because (i) it is a multi-county special district, with a majority of its governing board comprised of elected persons, and (ii) the rules governing the Authority were removed from the Florida Administrative Code pursuant to the Administrative Procedures Act, Chapter 96-159. However, the Authority is subject to Florida's Government in the Sunshine Law, Florida Statutes § 286.011.

- A. **Executive Sessions to Discuss Pending Litigation.** The Authority's legal counsel ("**Legal Counsel**") may schedule a private consultation with the Governing Board to discuss pending litigation to which the Authority is presently a party before a court or administrative agency. This private session with the Governing Board is referred to herein as a "**Litigation Executive Session**." The subject matter of the Litigation Executive Session shall be limited to settlement negotiations or strategy sessions relating to litigation expenditures in a case for which the Legal Counsel represents the Authority. A Litigation Executive Session must be called only when Legal Counsel has determined that such a session is absolutely necessary. The Authority must comply with Florida Statutes § 286.011(8) (as well as any amended or successor provisions of Florida law) in connection with the Litigation Executive Session.
1. **Notice of Executive Session.** A Litigation Executive Session shall be noticed in all of the following three ways:
 - a. The first notification occurs when the request for a Litigation Executive Session is placed on the Governing Board's agenda as a discussion item.
 - b. The second notification occurs when a public notice of the Litigation Executive Session is published or posted. Such a notice shall be published or posted no less than three (3) full working days prior to the date of the Litigation Executive Session. This notice must contain the names of all persons who will be attending the Litigation Executive Session. An attendee's title may not be substituted for an attendee's name.
 - c. The third notification occurs during an open session of the Governing Board when Legal Counsel announces to the Governing Board that he or she would like to advise the Governing Board concerning pending litigation, limited to settlement negotiations or strategy sessions relating to litigation expenditures in a particular case. If the Governing Board approves this request, at an open session, the Member chairing the meeting (or his/her designee) shall announce the commencement, estimated length of the Litigation Executive Session, and names of all persons who will be attending the Litigation Executive Session.
 2. **Transcript of Litigation Executive Session.** Legal Counsel shall be responsible for hiring a certified court reporter for the Litigation Executive Session. The Litigation Executive Session

shall be recorded, transcribed, and the record and transcription delivered to Legal Counsel. No portion of the Litigation Executive Session shall be held off the record. Legal Counsel shall, within a reasonable time, file the transcript with the clerk of the Board (or in the event there is no clerk, then the Authority officer or employee the Governing Board designates to carrying out the duties of a clerk) in a sealed envelope, instructing the clerk (or such other appropriate officer or employee) that the transcript is not a public record and will not become so until the litigation concludes in the case. At such time as the litigation is concluded and all timeframes for appeals have elapsed, Legal Counsel shall inform the clerk of the Board (or such other appropriate officer or employee) that the transcript may be made part of the public record.

3. **Participation in Litigation Executive Session.** Only the following persons are allowed to participate in a Litigation Executive Session (in addition to the Governing Board): the Authority's Chief Executive Officer or Chief Administrative Officer, Legal Counsel (including specially appointed outside counsel for the Authority in the litigation), and a court reporter. No other staff members or consultants are permitted to attend.
 4. **No Final Approvals or Determinations.** Final approval of any determination resulting from the discussions held during the Litigation Executive Session shall be made only at an open session of the Governing Board.
 5. **Reopening of Public Meeting.** At the conclusion of the Litigation Executive Session, the public meeting shall be reopened, and the elected official chairing the meeting shall announce the termination of the Litigation Executive Session and shall then either continue with other matters before the Governing Board or adjourn the public meeting.
- B. **Executive Session to Discuss Actual or Impending Collective Bargaining Matters.** The Chief Executive Officer or his or her representative may schedule a private consultation with the Governing Board to discuss actual or impending collective bargaining matters. This private session with the Governing Board is referred to herein as a **“Collective Bargaining Executive Session.”** The subject matter of the Collective Bargaining Executive Session shall be limited to actual or impending collective bargaining. The Authority must comply with Florida Statutes § 447.605 (as well as any amended or successor provisions of Florida law) in connection with the Collective Bargaining Executive Session.

1. **Notice of Executive Session.** A Collective Bargaining Executive Session shall be noticed in all of the following three ways:
 - a. The first notification occurs when the request for a Collective Bargaining Executive Session is placed on the Governing Board's agenda as a discussion item.
 - b. The second notification occurs when a public notice of the Collective Bargaining Executive Session is published or posted. Such a notice shall be published or posted no less than three (3) full working days prior to the date of the Collective Bargaining Executive Session. This notice must contain the names of all persons who will be attending the Collective Bargaining Executive Session. An attendee's title may not be substituted for an attendee's name.
 - c. The third notification occurs during an open session of the Governing Board when the Member chairing the meeting (or his/her designee) shall announce the commencement, estimated length of the Collective Bargaining Executive Session, and names of all persons who will be attending the Collective Bargaining Executive Session.
2. **Participation in Collective Bargaining Executive Session.** Only the following persons are allowed to participate in a Collective Bargaining Executive Session (in addition to the Governing Board): the Authority's Chief Executive Officer, one or more of the Senior Officers who have been authorized in behalf of the Authority to negotiate the collective bargaining matters, and Legal Counsel (including specifically appointed outside counsel for the Authority in the collective bargaining matters). No other staff members or consultants are permitted to attend.
3. **No Final Approvals or Determinations.** Final approval of any determination resulting from the discussions held during the Collective Bargaining Executive Session shall be made only at an open session of the Governing Board.
4. **Reopening of Public Meeting.** At the conclusion of the Collective Bargaining Executive Session, the public meeting shall be reopened, and the Member chairing the meeting shall announce the termination of the Collective Bargaining Executive Session, and shall then either continue with other matters before the Governing Board or adjourn the public meeting.

2.4.8 **Posting of Meeting Notices.**

- A. The bulletin board in the LYNX Central Station lobby, located at 455 N. Garland Ave., Orlando, FL 32801 is designated as the official location for the posting of meeting notices of the Governing Board and each other Sunshine Board (as defined below). The Authority may, but is not required to, post meeting notices in additional locations, including on the Authority's website.
- B. In addition to the posting requirements contained in **Subsection A**, the Authority will provide notice of meetings of the Governing Board in compliance with Section 189.015, Florida Statutes. Such notice shall include (i) filing quarterly, semiannually, or annually a schedule of the regular meetings of the Governing Board that includes the date, time, and location of such meetings with the local governing authorities that constitute the voting members of the Governing Board; (ii) publishing said schedule of regular meetings in the legal notices and classified advertisements section of a newspaper in accordance with the requirements of said statute; and (iii) advertising the date, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting, at least seven days before such meeting, in a newspaper of general paid circulation in accordance with the requirements of said statute, unless a bona fide emergency situation exists.

2.4.9 **Public Participation.** The following sets forth guidelines to be followed by the Authority at public meetings for public participation pursuant to Section 286.0114, Florida Statutes.

- A. At each meeting of the Governing Board and each meeting of any Authority advisory boards, commissions and committees subject to the requirements of Section 286.011, Florida Statutes (each, a "**Sunshine Board**"), the chair of such Sunshine Board shall designate on the agenda a time for public comment. The total time for public comment shall not exceed fifteen (15) minutes; **provided, however**, the chair, in his or her discretion, may reduce or extend that time.
- B. Each individual who wishes to address the Sunshine Board during public comment must limit his or her comments to three minutes, subject to the provisions of **Subsection C** below and subject to the right of the chair, in her or her discretion, to further limit such time in order to prevent repetition, limit abuse or maintain decorum.
- C. In the event one or more persons or a group wishes to address the Sunshine Board through a particular individual, those persons may do so and, in such event, a person may allot up to one minute of his or her time

to the designated speaker, **provided, however,** the designated speaker, in any event, shall be limited to a total of ten minutes in his or her presentation to the Board. The person will identify the designated speaker on the speaker's form referenced in **Subsection D** below. The chair reserves the right, in her or her discretion, to limit such time in order to prevent repetition, limit abuse or maintain decorum.

- D. Each person wishing to speak during public comment must complete, before the beginning of the meeting, and submit to the designated secretary of such Sunshine Board an approved speaker's form (in such form as approved by the Sunshine Board) indicating a desire to be heard, the topic on which he or she wishes to speak and whether that speech is in support, opposition, or neutrality on said proposition, and, if applicable, a designation of a representative to speak for him or her on said proposition. Failure to submit such a form or to complete it as appropriate shall enable the chair of such Sunshine Board not to recognize said person.
- E. If a non-agenda item is presented for consideration by the Sunshine Board, the chair shall, prior to the Sunshine Board taking action on said item, allow for public comment solely on said item in accordance with the above provisions.
- F. The chair will, if necessary, have the authority to maintain decorum in regard to public comments during the said period and discretion to direct said matters as necessary to maintain decorum.
- G. Pursuant to subsection 286.0114(3), Florida Statutes, the requirements of **Subsections A** through **E** above, do not apply to: (i) an official act that must be taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the public comment requirement would cause an unreasonable delay in the ability of the Sunshine Board to act; (ii) an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations; (iii) a meeting that is exempt from Section 286.011, Florida Statutes; or (iv) a meeting during which the Sunshine Board is acting in a quasi-judicial capacity. This Subsection does not affect the right of a person to be heard as otherwise provided by law.

2.5 **Rulemaking.** The Governing Board may, from time to time, adopt additional rules, or supplement these Administrative Rules, to govern the operation of the Authority and to regulate the affairs and the conduct of its business. All rules, Administrative Rules, resolutions, procedures, or policies adopted by the Governing Board shall have precedence over, govern and control any Policies and Procedures established by the Chief Executive Officer and/or Authority staff.

- 2.6 **Policies and Procedures.** The Chief Executive Officer may establish Policies and Procedures, which shall be primarily administrative in nature, to carry out these Administrative Rules and other actions of the Governing Board and to regulate the internal operations of the Authority. The ability of the Chief Executive Officer to establish Procedures (but not Policies) may be sub-delegated to Senior Officers or department directors. Policies and Procedures may not change, or otherwise be in conflict with, these Administrative Rules or any actions of the Governing Board. All Policies and Procedures shall be made available for public inspection at the offices of the Authority. All Policies and Procedures shall be furnished to the Governing Board and the Governing Board may request revisions, modifications, or amendments to the Policies and Procedures at any time and from time to time. These Administrative Rules shall have precedence over, govern and control the Policies and Procedures.
- 2.7 **Contracts and Other Instruments.** The Governing Board may, from time to time, authorize and approve contracts, instruments, agreements and other obligations of the Authority as permitted and authorized under the Act and these Administrative Rules.
- 2.8 **Budget of the Authority.** The Treasurer (to the extent an individual is appointed to such office), Chief Executive Officer and Authority staff shall annually prepare a proposed budget of the Authority for the next Fiscal Year. Such budget shall set forth the anticipated service levels, expenses and revenues of the Authority, in accordance with Florida law and generally accepted governmental accounting principles. Such budget shall also reflect any preferences or policies of the Governing Board with respect to the information contained therein.
- 2.8.1 **Budget Presentation.** The Chief Executive Officer shall (i) present the proposed budget to the Governing Board for consideration at least forty-five (45) days in advance of the commencement of the next Fiscal Year, or on such other date as may be consented to by the Chairman, in sufficient detail to inform the Governing Board as to the fiscal and policy implications of such budget, and (ii) provide the Members of the Governing Board with additional information as they shall require to evaluate the budget.
- 2.8.2 **Approval of Budget.** The Chief Executive Officer and staff shall make any revisions, additions or deletions to the budget directed by the Governing Board subsequent to the budget presentation and submit the revised budget to the Governing Board in advance of the next Fiscal Year for the Governing Board's consideration and approval.
- 2.8.3 **Budget Status.** The Chief Executive Officer shall periodically update the Governing Board as to the status of and the Authority's compliance with the budget. Any change that (or series of changes that in the aggregate) constitutes a material deviation or variance from the approved budget shall be subject to the approval by the Governing Board in the form of a budget amendment. All budget amendments shall be submitted for approval by the Governing Board.

- 2.8.4 **Amendments to Budget.** From time to time, the Governing Board may during any fiscal year amend or modify the budget including, but not limited to, any budget amendments that may be brought about by virtue of any obligations incurred by LYNX as a result of any Emergency or any Financially Exigent Agreement or Situation.

2.9 **Officers of the Authority.**

- 2.9.1 **Chief Executive Officer.** Pursuant to the Act, the Governing Board hereby establishes the position of the Chief Executive Officer of the Authority as the highest administrative official and chief executive officer of the Authority.

- A. **Powers of the Chief Executive Officer.** The Chief Executive Officer shall, subject to the actions, control, and directions of the Governing Board (including the Chairman in accordance with **Section 2.3.6** above and any limitations contained in these Administrative Rules, have general management and control over the affairs of the Authority. The Chief Executive Officer shall do and perform such duties as are assigned to him or her by the Governing Board, and shall have the authority contained in these Administrative Rules.
- B. **Authorization to Carry out Reasonable Measures.** If the Governing Board has authorized the Authority to undertake a particular course of action (including the execution of any Contract by the Authority), the Chief Executive Officer is hereby authorized to take all reasonable actions necessary to carry out that particular course of action, including, but not limited to, the execution of the Contract and other documents, **provided, however,** if such actions either (i) materially deviate from what was authorized by the Governing Board, or (ii) said actions are materially adverse to the Authority (e.g., materially increase the financial obligation of the Authority), said actions may not be taken without the further approval of the Governing Board.
- C. **Financially Exigent Situations.** Except as otherwise provided in these Administrative Rules to the contrary, the Chief Executive Officer is authorized to undertake any action on behalf of the Authority that Board authorization would otherwise be required for such action to be undertaken, if each of the following two requirements is satisfied:
1. The Chief Executive Officer concludes that a Financially Exigent Situation would be created by not waiting until the next regularly scheduled meeting of the Governing Board to seek approval; and
 2. The Chief Executive Officer obtains the approval of the Chairman of the Board prior to undertaking any action.

Notwithstanding anything to the contrary set forth in these Administrative Rules, the Chief Executive Officer may not delegate to any other officer or employee of the Authority the Chief Executive Officer's power to undertake any action pursuant to this **Section 2.9.1.C.**

In regard to any actions taken under this **Section 2.9.1.C.**, the Chief Executive Officer shall report the action taken to the Governing Board as soon as practicable thereafter (and in any event within ten (10) days after said action is taken). In addition, the CEO shall report said action at the next meeting of the Governing Board.

- D. **Certifications.** The Chief Executive Officer is authorized to execute and deliver Certificates and Assurances on behalf of the Authority to FTA on an annual basis and all such similar certifications as are reasonable or necessary to apply for and receive FTA grant funds (whether or not the underlying applications for such grant funds have been approved by the Board prior to the submission date of such certifications).
- E. **Delegation of Powers and Duties.** Except as otherwise provided in these Administrative Rules (including, for example, the limitation on the Chief Executive Officer's ability to delegate his or her authority to approve and execute Contracts as set forth in Administrative Rule 4), the Chief Executive Officer is authorized to delegate the powers and duties conferred on him or her under these Administrative Rules as necessary and practical to carry out the day-to-day management of the Authority. The foregoing notwithstanding, the Chief Executive Officer shall remain directly accountable to the Governing Board with respect to the exercise of all such powers and duties regardless of whether such powers have been delegated.

2.9.2 **Other Senior Officers.**

- A. The Chief Executive Officer may nominate one or more (i) Senior Officers or (ii) other officers that perform the functions of a C-suite officer or have a policy making function and report directly to the Chief Executive Officer as he or she shall deem necessary, and may define their powers and duties (subject to such limitations as are contained in these Administrative Rules or are otherwise imposed by the Governing Board). Any number of offices may be held by the same person. All such nominations, along with proposed compensation and other conditions of employment, shall be submitted to the Governing Board for consideration and approval, which approval may be granted or withheld in the sole discretion of the Governing Board.
- B. From time to time, there may be a vacancy in an office that requires the nomination of the Chief Executive Officer and the approval of the

Governing Board to fill in accordance with **Section 2.9.2.A.** To avoid harm to the Authority while the Chief Executive Officer undertakes a search for a permanent replacement, the Chief Executive Officer may appoint an individual to fill such vacancy on a temporary basis (which shall not exceed one hundred and eighty days). The Chief Executive Officer shall notify the Governing Board of such appointment at the next regularly scheduled meeting of the Governing Board.

- C. In the absence of the Chief Executive Officer, the Governing Board may designate one or more other Senior Officers to act as the Chief Executive Officer on the terms set forth by the Governing Board. In the event of Financially Exigent Situations, the Chairman may designate one or more Senior Officers to carry out the duties of the Chief Executive Officer on terms so directed by the Chairman, and until the Governing Board can meet to make a selection.

2.10 **Authority Offices.** The main office of the Authority shall be located at 445 North Garland Avenue, Orlando, Florida, or such other reasonably accessible location, within the boundaries of the Authority, as the Governing Board shall designate from time to time.

2.11 **Official Seal of Authority.** The seal on file with the clerk to the Governing Board is hereby adopted as the Authority's official seal pursuant to the Act. The Chairman, Vice Chairman, Chief Executive Officer, Secretary and Clerk to the Governing Board are hereby authorized to apply the official seal to resolutions, contracts and other instruments of legal import. Notwithstanding the foregoing, the application of the official seal shall not be a condition to the legal effectiveness of any resolution, contract or other instrument of legal import. The Chairman and other Members of the Governing Board and the Chief Executive Officer are each hereby authorized to use or display the official seal as a symbol of the Authority.

2.12 **Authorization to Establish Committees.** The Governing Board, by resolution adopted by a Majority of the Members, may create one or more committees which may exercise such powers as shall be conferred or authorized by the resolution creating said committee or committees. The composition of any committee, the removal of committee members, and the filling of vacancies shall be determined by the Governing Board. No committee may exercise any authority which is required by applicable law to be exercised solely by the Governing Board.

2.12.1 **Establishment of Oversight Committee; Purpose.** A committee is hereby established to be known as the Oversight Committee. The Oversight Committee's primary functions are (i) to serve as a workshop to review and discuss matters prior to the Governing Board taking official action on such matters and (ii) to oversee the Finance and Audit Committee and the Risk Management Committee. The Oversight Committee is provided specific authority to make recommendations to the Director of Finance/Chief Financial

Officer, the Chief Executive Officer and the Governing Board with respect to matters that come before it.

- A. **Composition.** The Oversight Committee shall be comprised of five members (each an “**Oversight Committee Member**”). The Members of the Governing Board shall comprise the membership of the Oversight Committee; *provided, however*, that any Oversight Committee Member may designate an employee of the governmental entity that such member represents to attend any meeting of the Oversight Committee and exercise all of the powers of the Oversight Committee Member in such member’s absence. The duration of any designation shall be for such period of time as is determined by the Oversight Committee member making the designation.
- B. **Meeting Schedule and Notice.** The Oversight Committee shall annually establish a schedule for meetings; *provided*, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Oversight Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Oversight Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.
- C. **Quorum.** The presence in person of a majority of the Oversight Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Oversight Committee Members shall constitute an act of the Oversight Committee.
- E. **Officers.** The Oversight Committee shall annually elect from its members a chairperson and vice chairperson and such other officers as determined by the Oversight Committee. The chairperson, and in his or her absence the vice chairperson, shall preside over all meetings of the Oversight Committee. In the absence of a chairperson or vice chairperson, the Oversight Committee members shall elect a replacement chairperson for such meeting.
- F. **Responsibilities.** The Oversight Committee shall carry out such responsibilities as are assigned to it by the Governing Board and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Oversight Committee shall:

- 1. **General.**

- a. Review and make recommendations to LYNX staff and the Governing Board as to the agenda for upcoming meetings of the Governing Board.
- b. Serve as a workshop to discuss and make recommendations to the Governing Board on matters being considered or to be considered by the Governing Board as the Oversight Committee may deem appropriate.
- c. Receive reports from the Finance and Audit Committee and Risk Management Committee and provide recommendations and guidance.
- d. Review the Chief Executive Officer's Report to the Governing Board and make recommendations to the Chief Executive Officer regarding the same.

2.12.2 **Establishment of Finance and Audit Committee; Purpose.** A committee is hereby established to be known as the Finance and Audit Committee. The Finance and Audit Committee is responsible for recommending to the Oversight Committee and Authority Staff financial policies, goals and budgets that support the mission, values and strategic goals of the Authority, for overseeing the annual audit of the Authority's financial statements, and to serve as an "auditor selection committee" in accordance with the requirements of Section 218.391, Florida Statutes.

- A. **Composition.** The Finance and Audit Committee shall be comprised of five members (each an "**Finance and Audit Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Finance and Audit Committee Member from among the employees of the governmental entity that he or she represents. Each Finance and Audit Committee Member should have expertise in financial matters. The Director of Finance/Chief Financial Officer of the Authority will not be a member of the Finance and Audit Committee but will support the committee.
- B. **Meeting Schedule and Notice.** The Finance and Audit Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Finance and Audit Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Finance and Audit Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance

with, Florida law. It is initially contemplated, although not required, that the Finance and Audit Committee would meet on at least a monthly basis.

- C. **Quorum.** The presence in person of a majority of the Finance and Audit Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Finance and Audit Committee Members shall constitute an act of the Finance and Audit Committee.
- E. **Officers.** The Finance and Audit Committee shall annually elect from its members a chairperson and such other officers as determined by the Finance and Audit Committee. The chairperson shall preside over all meetings of the Finance and Audit Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Finance and Audit Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** The chairperson (or his or her designee from the Finance and Audit Committee) shall regularly provide reports to the Oversight Committee on the status of matters before the Finance and Audit Committee, and shall provide reports to the Governing Board regarding such matters on an as needed basis.
- G. **Responsibilities.** The Finance and Audit Committee shall carry out such responsibilities as are assigned to it by the Governing Board or by the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Finance and Audit Committee shall:
 - 1. **General.**
 - a. Review the Authority's proposed annual budget as presented by the Authority's staff for the upcoming fiscal year.
 - b. Recommend the annual budget to the Oversight Committee for approval after incorporating necessary amendments.
 - c. Monitor and report to the Oversight Committee on the Authority's compliance with its adopted budget during the fiscal year (actual vs. estimated).

- d. If directed by the Governing Board, conduct investigations into any matters within the Finance and Audit Committee's scope of responsibilities. The Finance and Audit Committee shall have unrestricted access to members of the Authority's staff and relevant information. The Finance and Audit Committee may retain independent counsel, accountants or others to assist if in the conduct of any such investigation. Operating budget reserves may be used for investigative costs if necessary.

2. **Internal Controls and Risk Assessment.**

- a. Review and evaluate the effectiveness of the Authority's process for assessing significant risks or exposures and the steps the Authority's staff has taken to monitor and control such risks to the Authority. The Finance and Audit Committee shall review any significant findings and recommendations of the Authority's external auditors together with the Authority's staff's responses including the timetable for implementation of recommendations to correct any weakness in internal controls.
- b. Receive annual information from the Authority's external auditors regarding their independence, and if so determined by the Finance and Audit Committee, recommend that the Authority takes appropriate actions to satisfy itself of the Authority's external auditor's independence.

3. **Internal Audit.**

- a. Confirm and assure the independence and adequacy of resources for internal audit services.
- b. Review the annual internal audit plan and the focus on risk.
- c. Consider and review with the Authority's staff:
 - (i) Significant findings and the Authority's staff's response including the timetable for implementation to correct weaknesses.
 - (ii) Any difficulties encountered in the course of an audit such as restrictions on the scope of work or access to information.

4. **Compliance with Laws, Regulations, and Code of Conduct.** Determine and make recommendations to the Oversight Committee as to whether the Authority is in compliance with pertinent laws and regulations, is conducting its affairs in accordance with the Code of Ethics set forth in Administrative Rule 5, and is maintaining effective controls against conflicts of interest and fraud.
5. **Financial Reporting.** Review with the Authority's staff and the Authority's external auditors at the completion of the annual examination:
 - a. Communications from the Authority's external auditors in the audit planning process that are required by Government Auditing Standards.
 - b. The annual financial statements and related footnotes.
 - c. The Authority's external auditors' audit of the financial statements and their report.
 - d. Management's Certification of the financial statements.
 - e. Any significant changes required in the audit plan.
 - f. Any difficulties or disputes with the Authority's staff encountered during the audit.
 - g. The organization's accounting principles.
 - h. Other matters related to conduct that should be communicated to the Finance and Audit Committee in accordance with Government Auditing Standards #61.
 - i. Review with the Authority's staff, the Authority's financial performance on a regular basis.
6. **External Auditor.**
 - a. Serve as an "auditor selection committee" in accordance with the requirements of Section 218.391, Florida Statutes, to assist the Governing Board in selecting an auditor to conduct the annual financial audit required in Section 218.39, Florida Statutes.
 - b. Review and approve the discharge of the Authority's external auditors.

- c. Review the scope and approach of the annual audit with the Authority's external auditors.
- d. Approval all non-audit services provided by the Authority's external auditors.

H. **Auditor Selection Committee.** When serving in the capacity as an "auditor selection committee" in accordance with the requirements of Section 218.391, Florida Statutes (in which capacity the Finance and Audit Committee may so serve at any point), the following additional provisions shall apply to the Finance and Audit Committee (hereinbelow referred to as the "**Auditor Selection Committee**") for the duration of such service:

- 1. The Finance and Audit Committee shall be re-designated as the "Auditor Selection Committee".
- 2. A member of the Governing Board (the "**Governing Board Member**") shall be appointed by the Chairman of the Governing Board to serve as a member and the chair of the Auditor Selection Committee. Such Governing Board Member shall replace the individual that such Governing Board Member appointed to serve as a Finance and Audit Committee Member pursuant to **Section 2.12.2.A.** In addition to the quorum requirements in **Section 2.12.2.C.**, the Governing Board Member must be in attendance in order for a quorum to be present.
- 3. An employee, a chief executive officer, or a chief financial officer of the Authority may not serve as a member of the Auditor Selection Committee; however, an employee, a chief executive officer, or a chief financial officer of the Authority may serve in an advisory capacity.
- 4. The committee shall carry out the responsibilities set forth in Section 218.391, Florida Statutes, applicable to an "auditor selection committee" including, without limitation, those identified in clause (3) of Section 218.391.

2.12.3 **Establishment of Risk Management Committee; Purpose.** A committee is hereby established to be known as the Risk Management Committee. The Risk Management Committee is responsible for reviewing and providing recommendations to the Authority with respect to the Authority's safety, insurance and risk management programs.

A. **Composition.** The Risk Management Committee shall be comprised of five members (each a "**Risk Management Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Risk

Management Committee Member from among the employees of the governmental entity that he or she represents. Each Risk Management Committee Member should have expertise in the particular matters that are to come before the Risk Management Committee. The Director of Risk Management of the Authority will not be a member of the Risk Management Committee but will support the Auditor Selection Committee.

- B. **Meeting Schedule and Notice.** The Risk Management Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Risk Management Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Risk Management Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. As provided in Section 768.28(16), Florida Statutes, portions of meetings and proceeds conducted solely to the evaluation of claims or which relate solely to offers of compromise of claims are exempt from the public meeting requirements of Section 286.011, Florida Statutes, and Section 24(b), Article I of the State Constitution. It is initially contemplated, although not required, that the Risk Management Committee would meet on a triannual or quarter annual basis.
- C. **Quorum.** The presence in person of a majority of the Risk Management Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Risk Management Committee Members shall constitute an act of the Risk Management Committee.
- E. **Officers.** The Risk Management Committee shall annually elect from its members a chairperson and such other officers as determined by the Risk Management Committee. The chairperson shall preside over all meetings of the Risk Management Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Risk Management Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** At the next meeting of the Oversight Committee following each meeting of the Risk Management Committee, the chairperson (or his or her designee from the Risk Management Committee) shall provide a report to and solicit input from the Oversight Committee on the status

of matters before the Risk Management Committee. The chairperson (or his or her designee from the Risk Management Committee) shall also provide reports to and solicit input from the Oversight Committee regarding such matters on an as needed basis.

G. **Responsibilities.** The Risk Management Committee shall carry out such responsibilities as are assigned to it by the Governing Board or the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Risk Management Committee shall and is specifically authorized to:

1. Review pending legislation pertaining to liability and sovereign immunity matters and review LYNX's risk management programs and insurance coverages, and provide periodic status updates and recommendations to the Oversight Committee regarding such matters.
2. If requested by the Governing Board, Oversight Committee or Director of Risk Management, review tort and worker's compensation based demands, claims and lawsuits where the Authority is or would be a potential defendant, respondent or otherwise responsible party, and provide recommendations to the Governing Board, Oversight Committee or Director of Risk Management, as appropriate, regarding such demands, claims and lawsuits. Such recommendations may include whether or not to settle such demands, claims and lawsuits and, if the Risk Management Committee believes that settlement is appropriate, the recommended terms of such settlement.

The undersigned hereby certifies that the foregoing constitutes a true, correct and complete copy of Administrative Rule 2 incorporating all amendments approved to date.

Dated: _____, 2020.

Name:
Title:

LYNX Board Agenda

Action Agenda Item #8.D

To: LYNX Board of Directors

From: James E. Harrison ESQ., P.E.
Chief Executive Officer
Dyana Blickle
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Election of LYNX Board of Directors Officers

Date: 1/23/2020

ACTION REQUESTED:

Per Administrative Rule 2.3.4, the Governing Board shall annually elect from its members a Chairman, Vice Chairman and Secretary.

General Counsel will guide the Board of Directors in the election of officers for the upcoming year.

LYNX Board Agenda

Information Item A

To: LYNX Board of Directors

From: Melanie Stanisic
Deputy Director Of Risk Mgmt
Melanie Stanisic
(Technical Contact)

Phone: 407.841.2279 ext: 6167

Item Name: Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 1/23/2020

LYNX Liability Claim Settlements November 15, 2019 – December 31, 2019

Claimant Name	Accident Date	Accident Type	Settlement Amount	Date of Check
Liana De'Angelo	11/08/19	Property Damage	\$2,109.28	11/15/19
Libby Wallace-Medina	08/26/19	Property Damage	\$277.80	11/15/19
Nicole Genovese	11/18/16	Employee Injury	\$17,500.00	11/15/19
Nazier Zabar	02/08/17	Bodily Injury	\$27,500.00	11/15/19
Ian-Gus Melus	10/04/18	Bodily Injury	\$1,500.00	11/15/19
Neriah Melus	10/04/18	Bodily Injury	\$2,000.00	11/15/19
Joshford Hanson	02/22/17	Bodily Injury	\$4,000.00	11/22/19
Candace Sanchez	07/02/19	Property Damage	\$1,467.40	11/27/19
Korey Steinert	09/27/19	Property Damage	\$4,567.87	11/27/19
Hilton Garden	08/01/19	Property Damage	\$3,279.33	11/27/19
Janice Melus	10/04/18	Bodily Injury	\$7,000.00	12/04/19
Willie Nichols	01/20/15	Employee Injury	\$28,000.00	12/04/19
Dennis Hill	07/18/16	Bodily Injury	\$40,000.00	12/05/19
Paul Brennan	09/10/19	Property Damage	\$534.51	12/05/19
Holly Golden	06/19/19	Property Damage	\$1,053.09	12/05/19
EZ Rent-A-Car	09/14/19	Property Damage	\$3,022.55	12/05/19
Sarah Mayhugh	02/26/19	Property Damage	\$139.06	12/05/19
Alain Rodriguez	11/12/19	Property Damage	\$1,405.66	12/20/19
Ja'Paris Harris	12/19/16	Bodily Injury	\$20,000.00	12/20/19

LYNX Board Agenda

Monthly Report A

To: LYNX Board of Directors

From: Matthew Friedman
Director Of Marketing Comm
Matthew Friedman
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communication Monthly Report – December 2019

Date: 1/23/2020

LYNX COMMUNITY EVENTS AND OUTREACH – DECEMBER 2019

DECEMBER	EVENT NAME	DESCRIPTION
4	Osceola County School	ID's
5	Kinneret Senior Health Fair	Information and ID
7	Osceola Council of Aging	Information and ID
7	Good Samaritan Society Kissimmee Village Health Fair	Information
15	Hyatt Regency Benefits and Wellness Fair	Information
19	Apopka Senior Health, Education & Resources Fair	Information
19	Senior Center	Information and ID
19	Lighthouse	Information and ID
21	VA Presentation	Information and ID
22	Orange County School	ID's

LYNX PRESS RELEASES | MEDIA NOTES: DECEMBER 2019

5	LYNX Will Make December 2019 Service Changes
---	--

LYNX Board Agenda

DECEMBER 2019 – LYNX NEWS ARTICLES

Dec. 3	In Rural Bithlo, a Call for More Bus Routes News 13 Central Florida bus system Lynx says it added a fixed bus route in August 2016 to its existing community circulator in Bithlo, which takes riders curb to ...
Dec. 7	Lynx bus lanes could be autonomous vehicle 'proving ground' Spring Hill Insider LYMMO bus routes in downtown Orlando could some day see self-driving buses, according to Central Florida agencies that are part of a group that_
Dec. 10	LYNX hires Santa for the holidays Bungalower LYNX will offer a seasonally-inspired bus from December 2-21 this year, driven by none other than Santa Clause himself. The special bus is decked in ...
Dec. 31	Here are three Orlando transportation storylines to watch in 2020 Orlando Business Journal Here are three Orlando transportation storylines to watch in 2020 ... Orlando has plenty of transportation projects still ahead as we enter a new year. ... could represent a big deal for area services like bus system Lynx and SunRail.

NOVEMBER 2019 – LYNX SOCIAL MEDIA

1	LYNX job fair.
2	Response to concern about the bus stop at Orlando airport. Service detour for the St. Cloud Christmas parade. Response to negative comment about LYNX. Service detour for the OUC marathon. Response to complaint about LYNX drivers. Santa drives a LYNX bus to spread holiday cheer.
3	Orange County town hall meeting. LYNX holiday bus video. LYNX job fair.
4	December service proposal. Service detour for the OUC marathon. Service detour for the St. Cloud Christmas parade. Orange County town hall meeting. Bus stop changes.

LYNX Board Agenda

5	<p>Service detour for Link 40. Orange County town hall meeting. Orange County transportation survey. December service change. Bus stop changes. Shared Orange County's link to watch their town hall meeting live.</p>
6	<p>Reindeer Games. Response to complaint about service. Orange County transportation survey. Service detour for the OUC marathon. Service detour for the St. Cloud Christmas parade. LYNX job fair. Bus stop changes.</p>
7	<p>Service detour for the OUC marathon. Service detour for the St. Cloud Christmas parade. LYNX job fair. Reindeer Games trivia.</p>
8	<p>Bus stop changes update. Reindeer Games trivia.</p>
9	<p>Bus stop changes update. Reindeer Games trivia. Bus stop changes update. Orange County town hall meeting.</p>
10	<p>Reindeer Games trivia. Reindeer Games trivia answer. Response to question about the Christmas Eve schedule. Orange County survey. Detour for the College Park on the Drive. December service change. Reindeer Games winner.</p>
11	<p>Orange County survey. Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. Response to question about Reindeer Games. December service change. Service detour for the College Park Holiday on the Drive.</p>
12	<p>Orange County transportation survey. Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. Response to complaint about service. Response to comments about Reindeer Games. Service detour for the College Park Holiday on the Drive. December service change. Service detours for holiday activities.</p>

LYNX Board Agenda

13	Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. December service change. Holiday schedule. Response to comment about a lost item.
14	Service detours for holiday activities. Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. December service change. Routing change for Links 26 and 56.
15	December service change. Routing change for Links 26 and 56. Reindeer Games trivia.
16	Reindeer Games trivia. The holiday bus.
17	Reindeer Games trivia.
18	Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. Santa in the Terminal. Holiday schedule.
19	Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. Santa in the Terminal. A coat drive held by the Women's Caucus. Santa is here. Bring your children for free photos with Santa.
20	Reindeer Games trivia. Reindeer Games trivia answer. Reindeer Games winner. Kissimmee Connector. Santa and the holiday bus. Santa in the terminal photo album. Lost and Found window will be open tomorrow. Service detour for the Cure Bowl. Santa in the Terminal recap video.
21	Santa's last day driving the holiday bus. Service detour for the Cure Bowl. Lost and Found window is open today.
22	Consider LYNX as your mode of transportation.
23	Final Reindeer Games winner. Response to comment about a bus stop bench.

LYNX ard Agenda

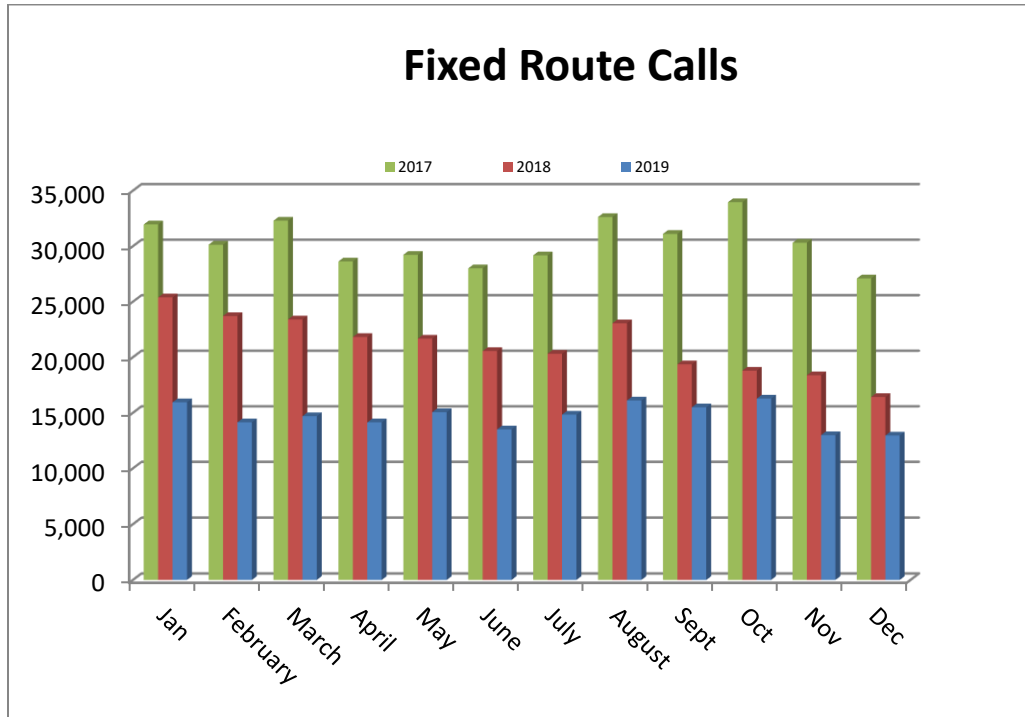
23	Response to complaint about service. Response to complaint about Link 37.
24	We're operating a holiday schedule on Christmas Day.
25	Happy Holidays from LYNX!
26	Back to normal schedule. LYMMO Orange line temporary service change.
27	We are hiring.
28	New Year's Day schedule. LYMMO Orange line temporary service change.
29	Service detour for the All-American football game. LYMMO Orange line temporary service change.
30	LYNX See & Say application. New Year's Day schedule. Service detour for the Citrus Bowl game. Service detour for the All-American football game. LYMMO Orange line temporary service change.
31	Happy New Year's Eve. Service detour for the Citrus Bowl game. New Year's Day holiday schedule. LYMMO Orange line temporary service change. Service detour for

SOCIAL MEDIA USAGE	DECEMBER 2019
Facebook Likes	6,017
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	25,122
Twitter Followers	5,942
WEBSITE USAGE	
Total Page Views	118,717
Total User Visits	20,815

LYNX Board Agenda

CUSTOMER SERVICE – DECEMBER 2019

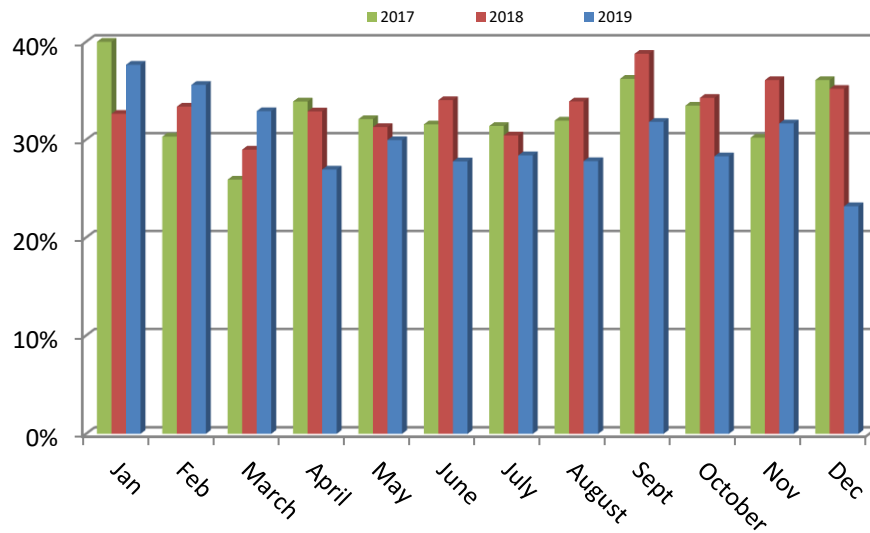
Customer Service



	2017	2018	2019
December	27,095	16,419	12,950

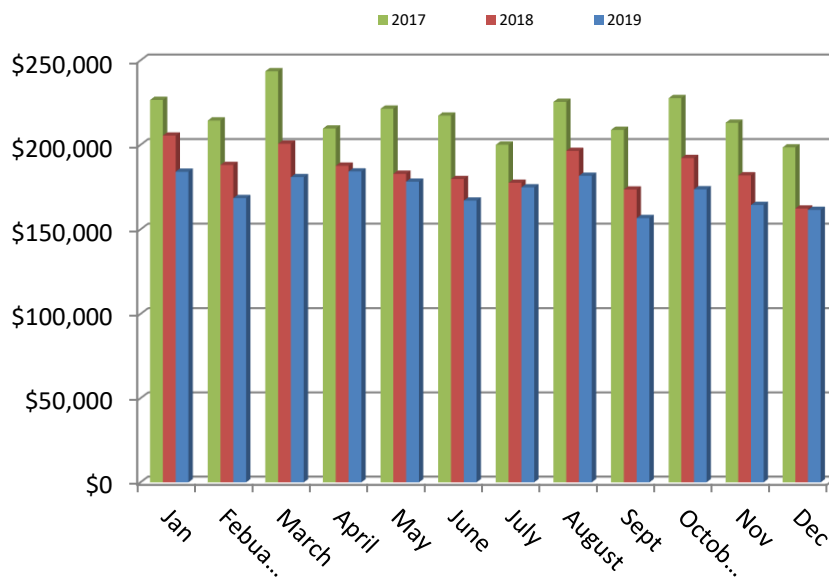
LYNX Board Agenda

Lost & Found Percentage of Recovered



	2017	2018	2019
December	36.09%	35.19%	23.20%

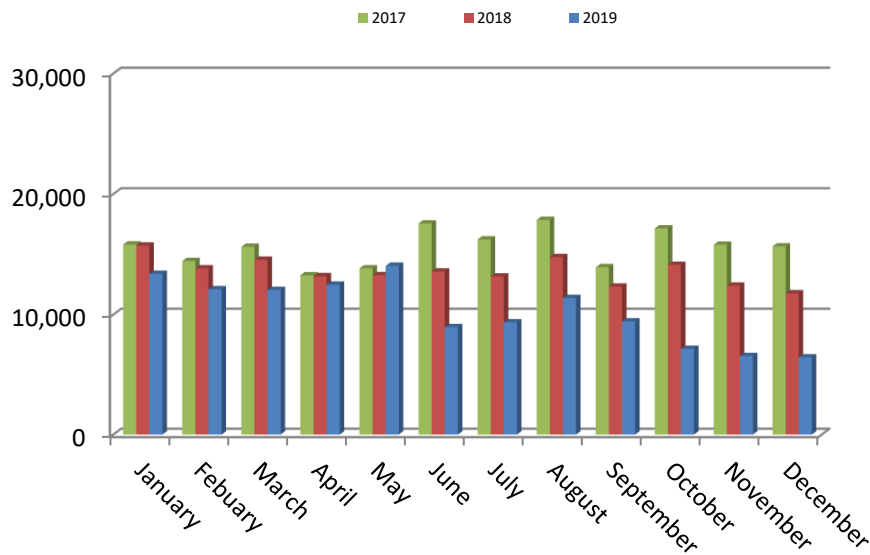
Fare Media Sales at LCS



	2017	2018	2019
December	198,489	162,319	161,497

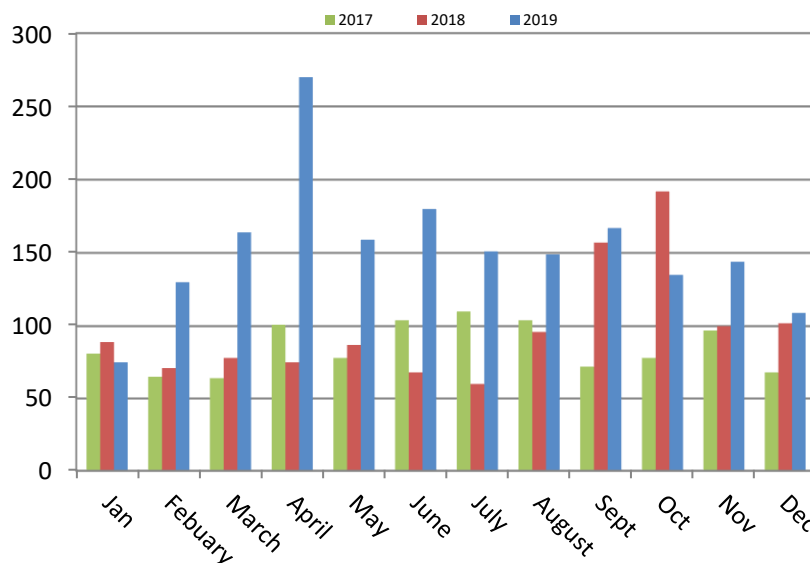
LYNX Board Agenda

Customers Served at LCS



	2017	2018	2019
December	15,661	11,763	6,434

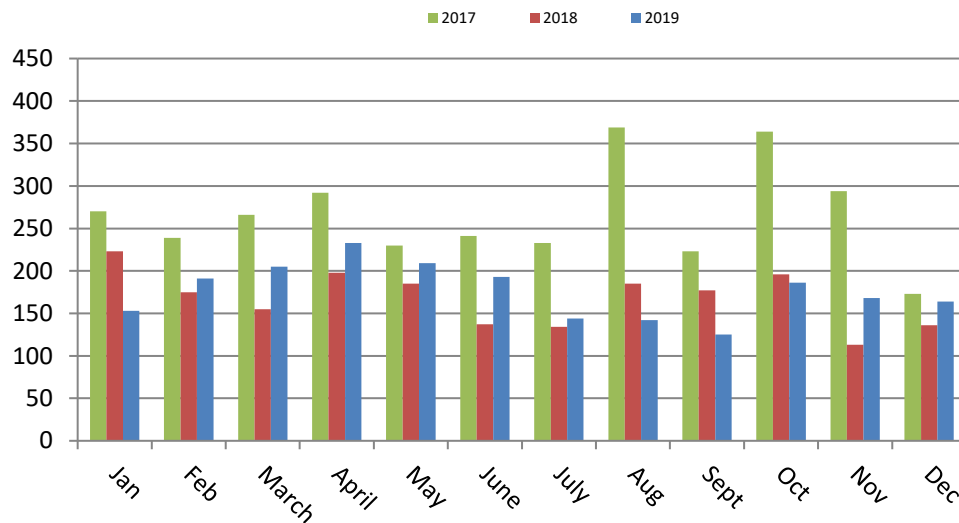
Mobility Services Concerns



	2017	2018	2019
December	68	102	109

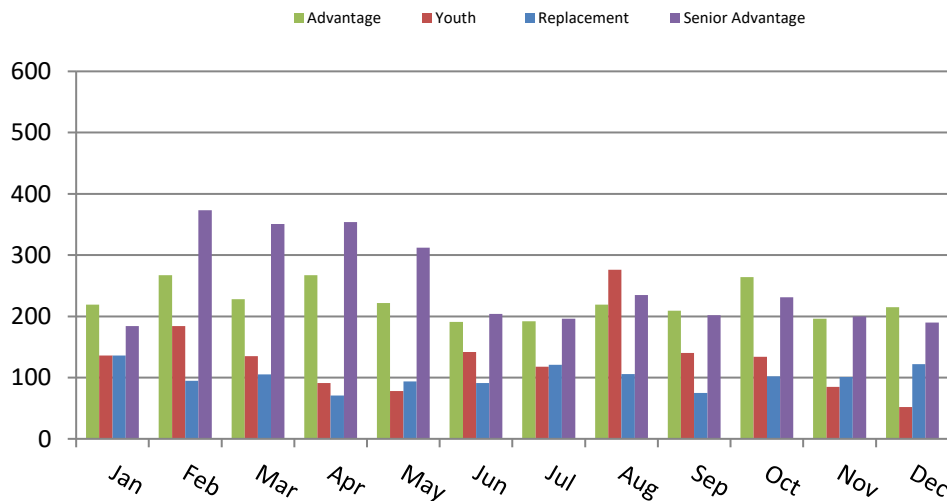
LYNX Board Agenda

LYNX/Fixed Route Concerns



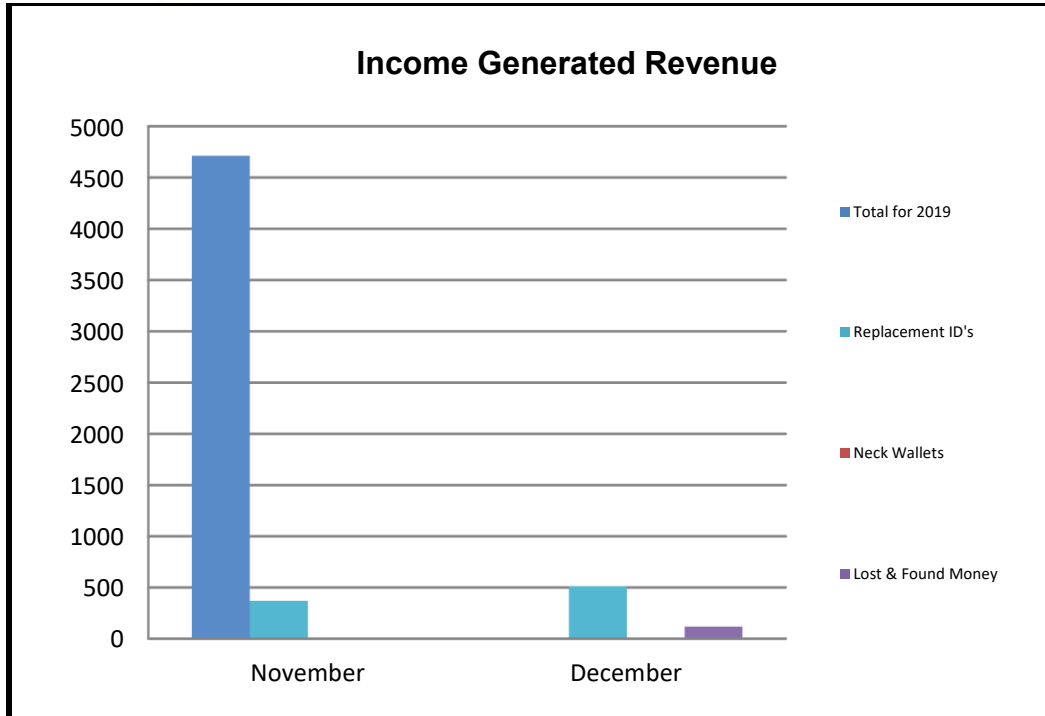
	2017	2018	2019
December	173	136	164

IDs ISSUED in 2019



	2017	2018	2019
December	670	458	579

LYNX Board Agenda



	ID Replacements	Lost and Found	Item Sales
November	\$370	\$118	\$0
December	\$512	\$12	\$0

COMMUTER VANPOOL PROGRAM

VANPOOLS	DECEMBER 2019
Vanpool Participants	701*
Total Revenue Miles	205,227*
New Vanpool	1
Returned Vanpools	0
Current Vans at Service	192
Pending Interests	Brasfield and Gorrie, Viera Va
Events	No events

*These are estimates, as data is not available until after the 21st day of following month.

LYNX ard Agenda

ADVERTISING SALES

ADVERTISING SALES REVENUE	DECEMBER	FY20 TOTAL
Sales Revenue	\$401,469.17	\$1,122,041.84

LYNX Board Agenda

Monthly Report B

To: LYNX Board of Directors

From: Norman Hickling
Director Of Mobility Services
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Mobility Service Reports

Date: 1/23/2020

ACTION REQUESTED:

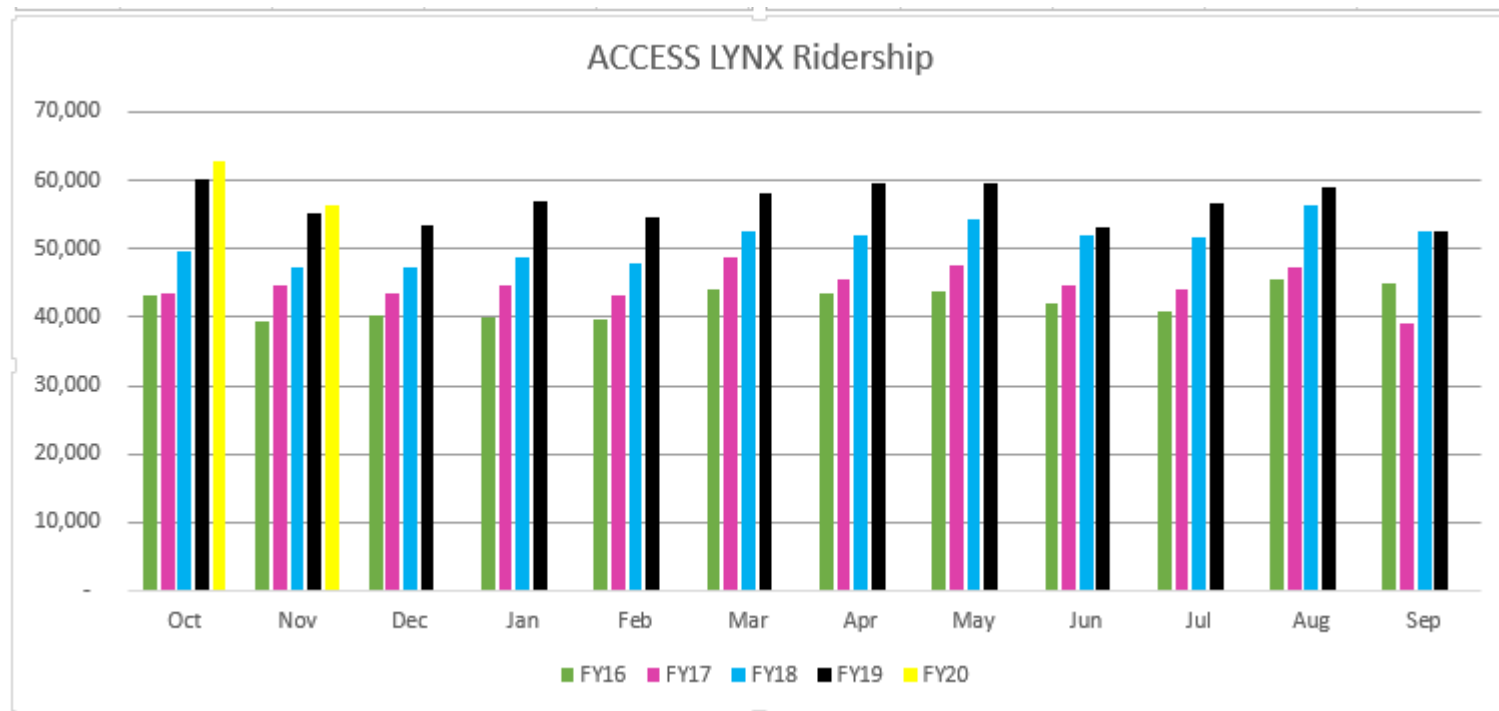
Provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Division Performance measures include number of scheduled and completed trips, new and recertified ADA and TD applications, functional assessments and travel training, organizational improvement initiatives, etc.

Mobility Management Services

January 23, 2020

Performance Measures – TOTAL ACCESSLYNX Ridership – Completed Trips

Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY16	43159	39350	40198	39918	39548	44091	43411	43699	42095	40962	45505	44993
FY17	43393	44809	43452	44724	43249	48846	45415	47692	44683	44214	47235	38976
FY18	49614	47154	47288	48748	47855	52544	51837	54331	51915	51600	56323	52442
FY19	60273	55346	53338	56818	54667	58139	59668	59527	53137	56697	59042	52449
FY20	62802	56513										



* Lyft service ended March 15, 2019

FY20 Transportation Option – MV

- Scheduled

Month	Ambulatory	WheelChair	Total
October	26,698	17,719	44,417
November	27,205	17,508	44,713
December			-
January			-
February			-
March			-
April			-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 89,130			

- Completed

Month	Ambulatory	WheelChair	Total
October	22,673	15,488	38,161
November	22,571	15,241	37,812
December			-
January			-
February			-
March			-
April			-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 75,973			

On-Time-Performance (OTP)
For November

90.4%

FY20 Transportation Option – OWL

- Scheduled

Month	Ambulatory	WheelChair	Total
October	6,357	2,258	8,615
November	3,457	987	4,444
December			-
January			-
February			-
March			-
April			-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 13,059			

On-Time-Performance (OTP)
For November

89.73% as reported

- Completed

Month	Ambulatory	WheelChair	Total
October	5,388	1,825	7,213
November	2,850	778	3,628
December			-
January			-
February			-
March			-
April			-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 10,841			

FY20 Transportation Option – Mears

- Scheduled

Month	Ambulatory	WheelChair	Total
October	19,487	-	19,487
November	16,982		16,982
December			-
January			-
February			-
March			-
April			-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 36,469			

- Completed

Month	Ambulatory	WheelChair	Total
October	16,565	1	16,566
November	14,344	3	14,347
December			-
January			-
February			-
March			-
April			-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 30,913			

On-Time-Performance (OTP)
For November

97.0% as reported

FY20 Transportation Option – UZURV

- Scheduled

Month	Ambulatory	WheelChair	Total
October	909	N/A	909
November	779	N/A	779
FY20 Year to Date Total: 1,688			

On-Time-Performance (OTP)
For November

98.2% as reported

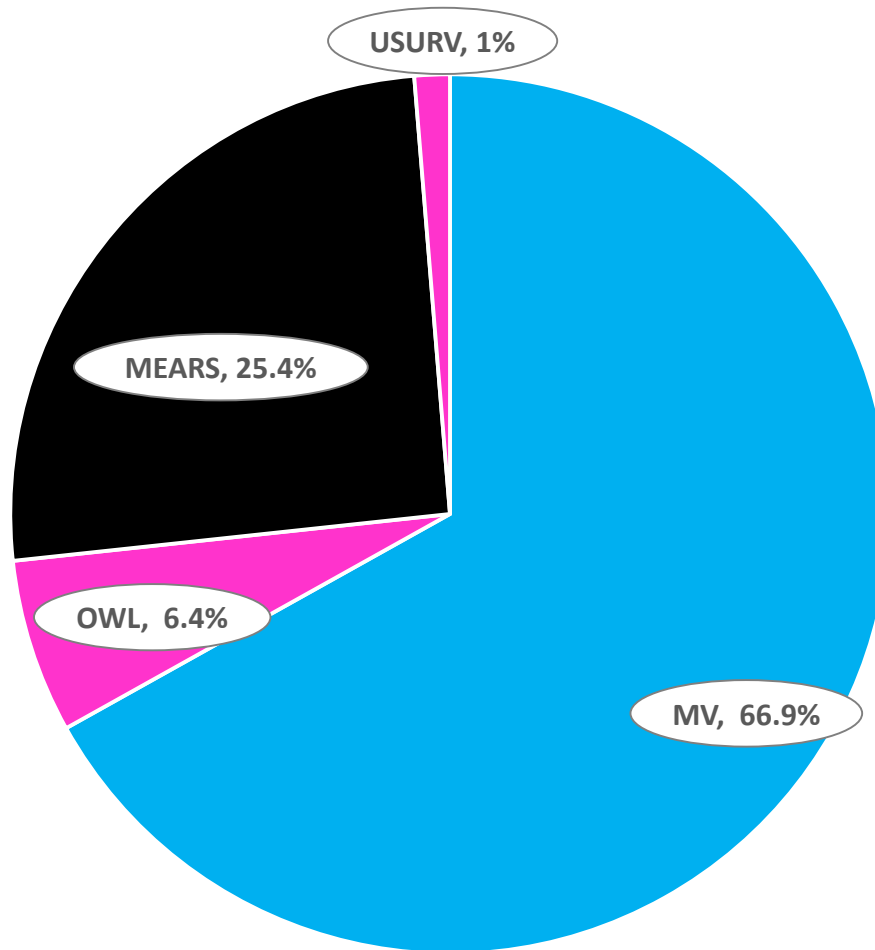
- Completed

Month	Ambulatory	WheelChair	Total
October	862	N/A	862
November	726	N/A	726
FY20 Year to Date Total: 1,588			

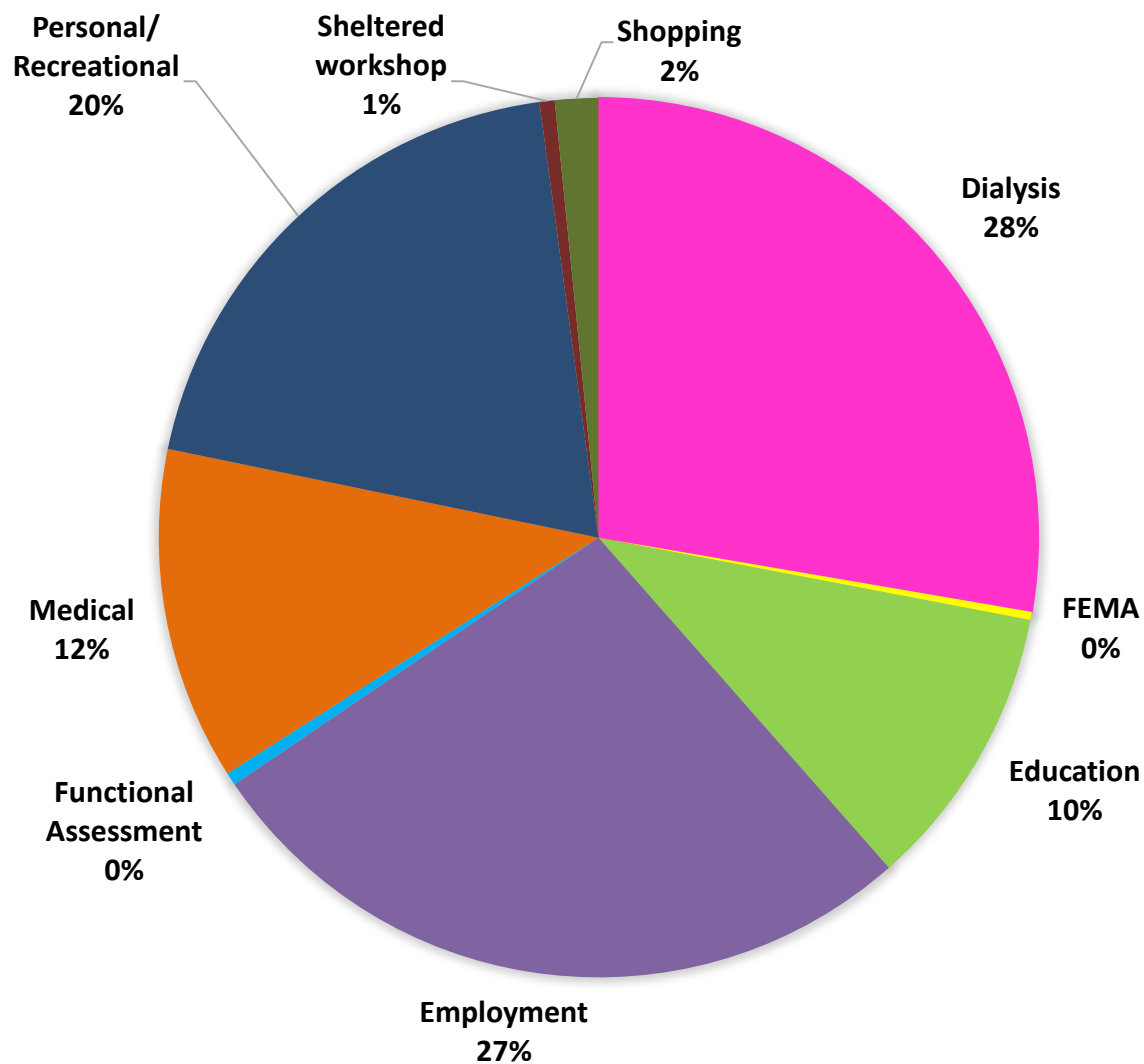
* Wheelchair service not available on UZURV

ACCESSLYNX – TRIPS ALLOCATION November 2019

MV = 37,812
MEARS = 14,347
OWL = 3,628
UZURV = 726



ACCESSLYNX – ALL TRIPS BY PURPOSE - November 2019

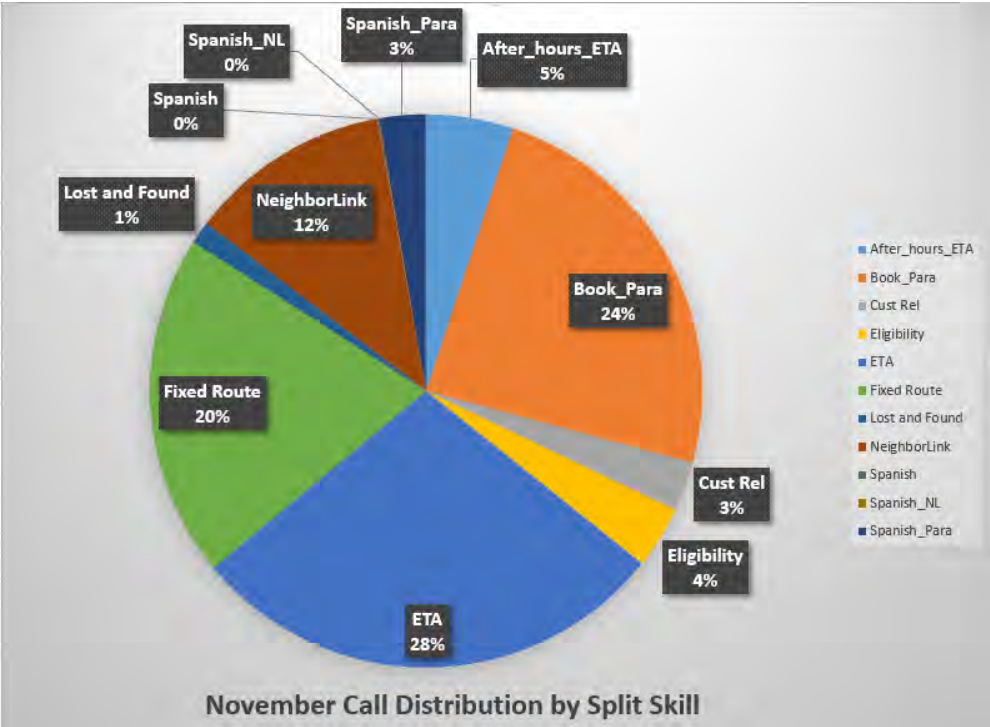


No Show Counts

- Mobility Services Supervisors – Customer focus approach
 - Reaching out to customers on weekly basis to discuss no shows trends, cancels at door, and late cancellations
 - Supervisors also educating customer on proper cancellation of trips and discussing with customer to voluntarily remove the subscription
- Habitual No Show customers – Subscription rights are suspended and each ride must be reserved at least one day prior

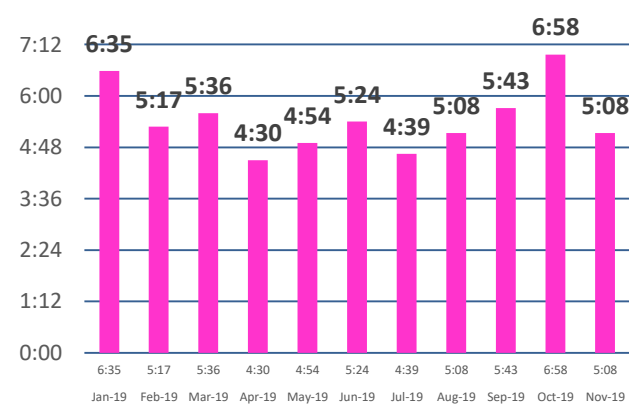
FY20	October	November
TOTAL:	4310	3961
Cancel at Door	13	3
Cancel Late	848	881
No Show	3449	3077

FY20 Performance Measures: Call Distribution and Average Answer Rate



Ten Busiest Days during the past 31 days	
Days	Total Calls
Monday, November 04, 2019	2841
Monday, November 25, 2019	2841
Friday, November 01, 2019	2810
Monday, November 11, 2019	2785
Monday, November 18, 2019	2759
Tuesday, November 05, 2019	2743
Tuesday, November 12, 2019	2721
Wednesday, November 06, 2019	2684
Tuesday, November 19, 2019	2609
Wednesday, November 13, 2019	2599

Busiest 30 minute intervals during the past 31 days	
Time Interval	Total Calls
11:00:00 AM	2995
3:00:00 PM	2991
11:30:00 AM	2934
3:30:00 PM	2843
2:30:00 PM	2817
10:30:00 AM	2810
8:30:00 AM	2796
4:30:00 PM	2787
4:00:00 PM	2785
9:30:00 AM	2743



Performance Measures – Unduplicated Eligible Customers

Month	Ambulatory	WheelChair	Both	Total
October	8,610	5,993	11	14,614
November	8,461	5,964	10	14,435
December				
January				
February				
March				
April				
May				
June				
July				
August				
September				

Eligibility - ACCESS LYNX Application Processing

Program	October	November	December	January	February	March	April	May	June	July	August	September
ADA - New	241	232										
TD - New	71	67										
Sub - Total	312	299	0	0	0	0	0	0	0	0	0	0
ADA- Recert	323	279										
TD-Recert	69	49										
Sub- Total	392	328	0	0	0	0	0	0	0	0	0	0
TOTAL New and Recert:	704	627	0	0	0	0	0	0	0	0	0	0
Other	101	17										
Total Denied	143	132										
November - Pending Functional Assessment: 240												

Other: Applications for Stretcher service, Medicaid, Out of Service area, non-completion

Program Initiatives

- ACCESS PLUS + (Free Pass Program)

November Trips = 936
Calculated saving of \$41,446.08

- Travel Training Initiative
- Eligibility Restructure
- Application Programming Interface (API) Integration
- New Vehicle Procurement

LYNX Board Agenda

Monthly Report C

To: LYNX Board of Directors

From: Tomika Monterville
Director Of Plan & Develop
Bruce Detweiler
(Technical Contact)
Myles Okeefe
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 1/23/2020

STRATEGIC PLANNING, SERVICE PLANNING AND GIS:

Planning and Development staff have continued work on completing the FY2019 National Transit Database (NTD) report, in coordination with the help of other internal Departments. The NTD is required in order to receive funding from the Federal Transit Administration (FTA), and is due January 31, 2019.

Planning and Development staff continued to attend the Orange County Transportation Initiative Town Halls, and related meetings, while providing responses to transit-related questions to attendees and Orange County staff.

Planning and Development staff attended two National Transit Institute (NTI) trainings in December. The National Transit Institute is the training and development institute funded by the Federal Transit Administration (FTA) to support training of public transit agency staff and leadership on federal regulations, grant requirements and industry trends and research. The first was Project Management for Transit Professionals (December 10-11, 2019) designed to educate staff on how to build, manage and execute projects, and apply the tools used for successful project management. The second training was Title VI and Public Transit (December 12-13, 2019), which helps LYNX staff understand the Federal Laws, and regulations and guidance which govern the operation of publicly funded transit services as it relates to Title VI, environmental justice, the National Environmental Policy Act (NEPA) and Limited English Proficiency (LEP) requirements. Both trainings support the growth of LYNX' technical capacity in handling current and future projects.

Geographic Information System (GIS) staff attended the annual VUEWorks User Conference (December 4-6th). The VUEWorks Asset Management System is the system of record for

LYNX Board Agenda

tracking LYNX' bus stops and amenities, facility conditions and useful life. The VUEWorks system supports LYNX meeting the FTA's Transit Asset Management (TAM) requirements.

Service Planning has completed the December 15, 2019 service change and has started working on implementing the next service change, which will take place on April 19, 2020. Service Planning staff also coordinated a demonstration of software applications from Optibus, a transit route planning and scheduling company, on December 17, to evaluate and compare the company's ability to support LYNX' needs with their technology, relative to current CAD/AVL providers in the market.

LYNX Board Agenda

Monthly Report D

To: LYNX Board of Directors

From: Tomika Monterville
Director Of Plan & Develop
Bruce Detweiler
(Technical Contact)
Myles Okeefe
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report - October 2019

Date: 1/23/2020

The attached monthly Performance Report includes October Year-To-Date figures for ridership and other performance indicators. Total ridership for October 2019 was 2,106,420. This is a 7.5% decrease from October 2018. On-Time Performance for Fiscal Year-To-Date 2020 is 72.9%.

- LYNX overall ridership decreased by 171K, or 7.5%, compared to October 2018. Year-to-date ridership for FY-20 (2,106,420) decreased 7.5% compared to October 2018 (2,277,448).
- LYMMO ridership decreased by 64K, or 64.8%, compared to October 2018. Year-to-date ridership for FY-20 (34,943) decreased 64.8% compared to FY-19 (99,373).
- Fixed Route ridership decreased by 121K, or 5.9%, compared to October 2018. Year-to-date ridership for FY-20 (1,946,029) decreased by 5.9% compared to FY-19 (2,067,714).
- NeighborLink ridership decreased by 500K or 3.9% compared to October 2018. Year-to-date ridership for FY-20 (12,176) decreased 3.9% compared to FY-19 (12,667).
- ACCESS LYNX ridership increased by 3K, or 4.8%, compared to October 2018. Year-to-date ridership for FY-20 (69,416) increased by 4.8% compared to FY-19 (66,211).
- Vanpool ridership increased by 12K, or 39.3% compared to October 2018. Year-to-date ridership for FY-20 (43,856) increased by 39.3% compared to FY-19 (31,483).
- There were no special events ridership to report for October 2019.



October 2019 Service Performance Report

RIDERSHIP

Total Ridership by Mode						
	Oct-18	Oct-19	% Δ	YTD-19	YTD-20	% Δ
LYMMO*	99,373	34,943	-64.8%	99,373	34,943	-64.8%
Fixed Route*	2,067,714	1,946,029	-5.9%	2,067,714	1,946,029	-5.9%
NeighborLink	12,667	12,176	-3.9%	12,667	12,176	-3.9%
ACCESS LYNX	66,211	69,416	4.8%	66,211	69,416	4.8%
Vanpool	31,483	43,856	39.3%	31,483	43,856	39.3%
Special Events	0	0	-	0	0	-
SYSTEM TOTAL	2,277,448	2,106,420	-7.5%	2,277,448	2,106,420	-7.5%

October 2018:	23 Weekdays	4 Saturdays	4 Sundays
October 2019:	23 Weekdays	4 Saturdays	4 Sundays

LYNX ridership decreased by 171K, or 7.5%, compared to October 2018. System-wide average weekday riders decreased by 7.4% year-to-date.

LYMMO ridership decreased by about 64K, or 64.8%, compared to October 2018. Average weekday ridership for LYMMO was down 63.0% in October 2019. Ridership decrease is attributed to the closure of the Orlando Union Rescue Mission, 410 W Central Blvd., and an issue with farebox probing, which occurred during the month and has been addressed.

Fixed Route ridership decreased by 121K, or 5.9%, compared to October 2018. Average daily ridership decreased by 5.5% compared to the same time period last year. Part of this decrease may be associated with the farebox probing issue. Nationwide bus ridership has seen the largest decrease among all transit modes, according to the American Public Transportation Association (APTA). This is primarily due to the increased use of rideshare programs, and the low unemployment rate.

NeighborLink ridership decreased by about 500, or 3.9%, compared to October 2018. This is due to inaccurate ridership reporting from the previous year, which has been corrected.

ACCESS LYNX ridership increased by 3K, or 4.8% when compared to October 2018. This is on par with a general increased use of paratransit as more people become eligible for this service.

Vanpool ridership increased by about 12K, or 39.3%, compared to October 2018.

-According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.94/gallon in October 2018 and \$2.74/gallon in October 2019.

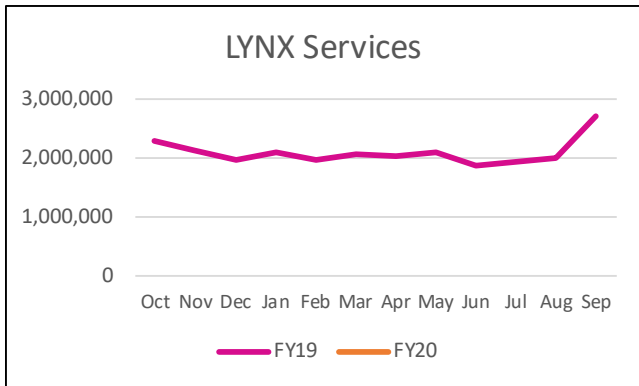
*NOTE: Due to a farebox probing issue, data received for some fixed route and LYMMO numbers may be inaccurate for the month of October.

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Oct-18	Oct-19	% Δ	Oct-18	Oct-19	% Δ	Oct-18	Oct-19	% Δ
LYMMO*	3,686	1,364	-63.0%	1,982	568	-71.3%	1,669	326	-80.5%
Fixed Route*	75,324	71,166	-5.5%	51,037	45,685	-10.5%	32,779	31,617	-3.5%
NeighborLink	499	481	-3.6%	298	280	-6.0%	-	-	-
ACCESS LYNX	2,509	2,616	4.3%	1,338	1,330	-0.6%	787	980	24.5%
Vanpool	1,346	1,536	14.1%	239	580	142.7%	195	324	66.2%
SYSTEM TOTAL	83,364	77,163	-7.4%						

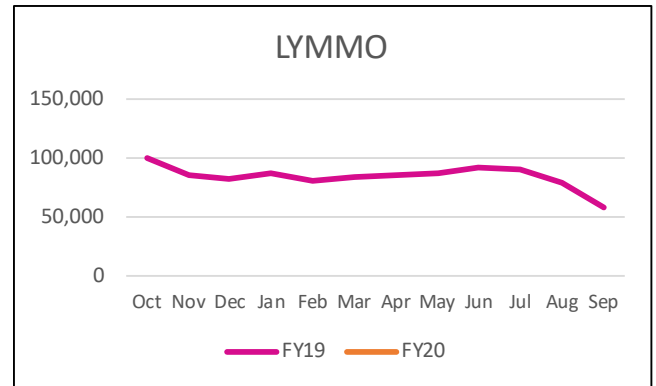


October 2019 Service Performance Report

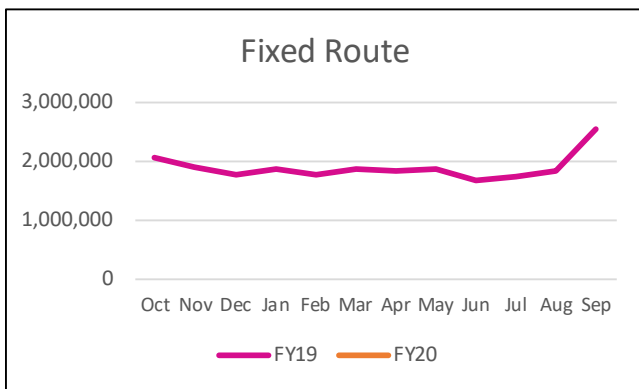
MONTHLY RIDERSHIP TRENDS BY MODE



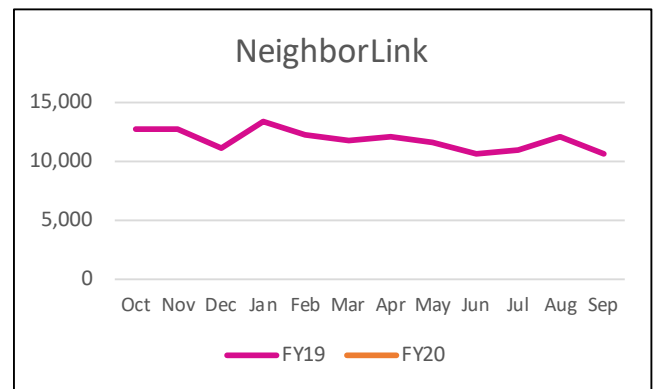
LYNX ridership decreased by 7.5% compared to the same time last year. Average weekday riders decreased by 7.4%.



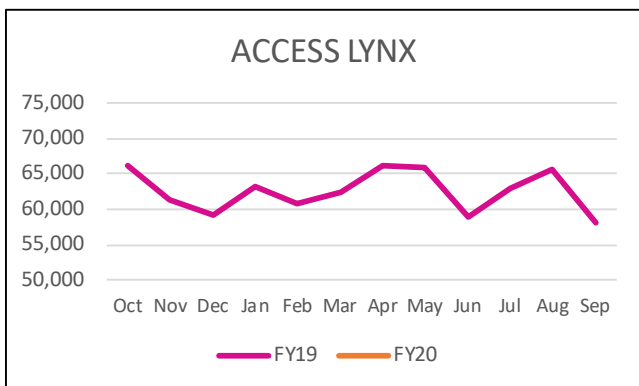
LYMMO ridership decreased by 64.8% compared to the same time last year. Average weekday riders decreased by 63.0%.



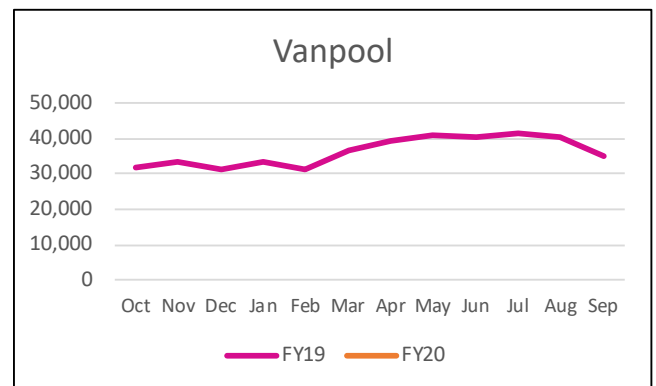
Fixed route ridership decreased 5.9% compared to October 2018. Average weekday riders decreased by 5.5%.



NeighborLink ridership decreased 3.9% compared to October 2018. Average daily riders increased by 3.6%.



ACCESS LYNX saw a 4.8% increase over last year. Average daily riders decreased by 4.3%.



Vanpool ridership increased by 39.3% when compared to October 2018.



October 2019 Service Performance Report

FY19 Monthly Modal Performance Data Sheet - October 2019

LYMMO										
Oct	34,943	4	88%	Not Applicable	0	0.10	9,489	99%	16	100%
Nov										
Dec										
Jan										
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
YTD	34,943	4	88.1%		0	0.10	9,489	99%	16	100%
Fixed Route										
Oct	1,946,029	21	73%	21%	6	0.10	92,512	99%	283	100%
Nov										
Dec										
Jan										
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
YTD	1,946,029	21	72.9%	21%	6	0.10	92,512	99%	283	100%



October 2019 Service Performance Report

FY19 Monthly Modal Performance Data Sheet - October 2019

Month End Reporting	Ridership	On-Time Performance	Collected Fares	NTD Reportable Incident	Complaints per 100,000 Miles	Fleet Availability	Preventable Maintenance Inspection Completed On-Time
NeighborLink							
Oct	12,176	100%	100%	0	19.4	83%	99%
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							
Jul							
Aug							
Sep							
YTD	12,176	100%	100%	0	19.4	83%	99%
ACCESS LYNX							
Oct	69,416	92.01%	99.85%	1	2.4	94%	99%
Nov							
Dec							
Jan							
Feb							
Mar							
Apr							
May							
Jun							
Jul							
Aug							
Sep							
YTD	69,416	92.01%	99.85%	1	2.4	94%	99%



October 2019 Service Performance Report

Definitions of Metrics Used on the Monthly Performance Data Sheets

Ridership – The number of trips taken by people using a public transportation system in a given time period.

Passengers per Trip – The average number of passengers who ride on a revenue trip.

On-Time Performance – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

Farebox Recovery – The percent of a trip's operating costs recovered through passenger fares.

National Transit Database (NTD) Reportable Accidents – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

5

Complaints per 100,000 Miles – Total number of complaints received based off of every 100,000 vehicle miles.

Total Trips Scheduled – Number of vehicle revenue trips scheduled to operate for the month.

Percentage of Scheduled Trips Operated – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

Fleet Availability – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

Preventative Maintenance Completed On Time – Percentage of the total number of scheduled preventive maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.