

# LYNX Oversight Committee Agenda

Meeting Date: 1/23/2020  
Meeting Time: 10:30 AM

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

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

## 1. Call to Order

## 2. Approval of Committee Minutes



Oversight Committee Minutes 12.05.19

Pg 3

## 3. Public Comments


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

## 4. Chief Executive Officer's Report




## 5. Finance & Audit Committee Report

## 6. Consent Agenda


### A. Request for Proposal (RFP)

- i.  Authorization to Release Request for Proposal (RFP) for Uniform Rental and Laundering Services Pg 7

### B. Extension of Contracts





- i.  Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services - Labor/Employment Pg 9
- ii.  Authorization to Extend Contract with Zimmerman Kiser Sutcliffe, P.A. for Legal Services - Tort & General Liability Pg 11
- iii.  Authorization to Exercise the First Option Year of Contract #17-C04 with DesignLab, Inc. Pg 12

### C. Miscellaneous









- i.  Authorization to Appoint Dana Baker to Pension Trustee and Administrative Committee Boards Pg 14

-Attachments




- ii.  Authorization to Enter into an Easement Agreement with Duke Energy for Provision of Electrical Power to the LOC Expansion Site Pg 17  
 -Attachments 
- iii.  Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies Pg 24  
 -Attachments 

## 7. Action Items

- 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 43  
 -Attachments  
- B.  Authorization to Adopt Resolution No. 20-003 to Approve Amendment #1 to the LYNX Defined Contribution Plan for BU Employees Pg 51  
 -Attachments  
- C.  Authorization to Amend Administrative Rule 2 Establishing Auditor Selection Committee Pg 60  
 -Attachments 

## 8. Information Items

- A.  Presentation Regarding Current Performance Status of Mobility Services' Contract Providers Pg 84

## 9. Other Business

## 10. 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**  
**Oversight Committee Meeting Minutes**

**PLACE:**      **LYNX Central Station**  
                 **455 N. Garland Avenue**  
                 **2<sup>nd</sup> Floor, Open Space Conference Room**  
                 **Orlando, FL 32801**

**DATE:**        **December 5, 2019**

**TIME:**        **10:30 a.m.**

**Members in Attendance:**

Viviana Janer, Chair, Osceola County  
Billy Hattaway, City of Orlando  
Renzo Nastasi, Orange County  
Jo Santiago, FDOT

**Staff Members in Attendance:**

James E. Harrison, Chief Executive Officer  
Tiffany Homler-Hawkins, Chief Administrative Officer  
William Slot, Chief Innovation and Sustainability Officer  
Leonard Antmann, Director of Finance

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**1.    Call to Order**

The meeting was called to order at 10:30 a.m.

**2.    Approval of Minutes**

A motion to approve the October 24, 2019 Oversight Committee meeting minutes was made by Billy Hattaway and seconded by Renzo Nastasi. Motion carried unanimously.

**3.    Public Comments**

Nikki Day from Bryant Miller Olive, 201 N. Franklin St #2700, Tampa, FL 33602

Ms. Day is a shareholder at Bryant, Miller Olive. She stated that she would like to discuss Action Item 1 on today's agenda. She requested an opportunity to answer questions about their proposal. She would like to have a recommendation to the Board of Directors to interview the top two firms regarding the contract for Legal Services – General Counsel. She feels the points were close and there may have been some outstanding questions.

**4.    Chief Executive Officer's Report**

Jim Harrison, Chief Executive Officer announced that LYNX staff has continued to work with the 2020 Census staff. The annual Holiday bus is out on the streets, with a very special driver. Also, our Union 1596 has organized a Coat Drive to help those that need coats in our region.

## **5. Finance & Audit Committee Report**

Amanda Clavijo, Finance and Audit Committee Chair reported that the Finance and Audit Committee met on Thursday, November 21, 2019. There was discussion regarding TD dollars – with LYNX receiving \$673,000 between January and June. She provided an overview of the agenda from the Finance and Audit Committee meeting.

## **6. Committee Consent Agenda Items**

Chair Janer asked Mr. Harrison if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.vi.

Mr. Harrison stated that the Department of Transportation would prefer to abstain from item 6.D.i. He recommends pulling this item for a separate vote. He recommends approval of all items on the Consent Agenda.

### **A. Request for Proposal (RFP)**

- i. Authorization to Release a Request for Proposal (RFP) for Payroll and Human Resource Information Systems (HRIS)

### **B. Award Contracts**

- i. Authorization to Negotiate and Execute Contract #20-C37 for Vanpool Support
- ii. Authorization to Negotiate and Execute Contract #20-C34 to Mansfield Oil Company for Fuel Delivery of Ultra Low Sulfur Diesel Through the End of FY2020
- iii. Authorization to Negotiate and Execute Contract #20-C36 to PAPCO, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2020

### **C. Extension of Contracts**

- i. Authorization to Exercise the First Option Year of Contract #17-C05 with Helping Hand Lawn Care

### **D. Miscellaneous**

- i. Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program in the Total Amount of \$4,675,000
- ii. Authorization to Purchase Sixty Three (63) Paratransit and Fifteen (15) NeighborLink Replacement Vehicles and Amend the Previous Purchase Authorization from the July 25, 2019, Board of Directors Meeting
- iii. Authorization to Increase the Not-to-Exceed Amount for the Cherry Bekaert, LLP Contract #15-C12 by \$56,400 from \$522,500 to \$578,900
- iv. Authorization to Transfer Two Revenue Vehicles to The Osceola Council on Aging
- v. Authorization to Auction Surplus Capital Items & Obsolete Parts
- vi. Authorization to Reappoint Pension Trustee Albert J. Francis II

Billy Hattaway moved to approve Committee Consent Agenda items 6.A.i. through 6.D.vi. excluding item 6.D.i. Renzo Nastasi seconded. Motion passed unanimously.

Motion to approve Committee Consent Agenda item 6.D.i. was made by Renzo Nastasi, second by Billy Hattaway. Motion passed with Jo Santiago from FDOT abstaining.

## **7. Committee Action Items**

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

Mr. Harrison stated that the Board directed LYNX to retain external general counsel that would also support the Board, to retain an in-house attorney, and to reissue the RFP's for all five areas of legal services. We have hired in-house attorney Carrie Sarver and we reissued the five RFP's for legal services. We secured a selection committee that was comprised of four local government funding partners and one LYNX staff member. The selection committee recommended the award of the contact to Akerman LLP for a two year term with three one year options. Motion to approve the authorization to award a contract for Legal Services to Akerman LLP for General Counsel was made by Billy Hattaway, second by Renzo Nastasi. Motion passed unanimously.

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

Mr. Harrison stated that the selection committee was comprised of subject matter experts. The recommendation was made to award the contract for two years with three one year options. Motion to approve the authorization to award a contract for Legal Services to Broussard, Cullen, Blastic P.A. for Workers' Compensation was made by Renzo Nastasi, second by Billy Hattaway. Motion passed unanimously.

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

Mr. Harrison stated that the selection committee's recommendation was made to award the contract for two years with three one year options to Gray Robinson, P.A. He also stated that this contract may have a more extensive transition. Motion to approve the authorization to award a contract for Legal Services to Gray Robinson, P.A. for Labor/Employment was made by Billy Hattaway, second by Jo Santiago. Motion passed unanimously.

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

Mr. Harrison stated that the Board typically retains two law firms for Tort & General Liability due to the high volume of work and a potential of conflicts. The selection committee's recommendation was made to award the contracts for two years with three one year options to Dean Ringers Morgan & Lawton, P.A. and Hilyard Bogan & Palmer, P.A. Motion to approve the authorization to award a contract for Legal Services to Dean Ringers Morgan & Lawton, P.A. and Hilyard Bogan & Palmer, P.A. for Tort & General Liability was made by Billy Hattaway, second by Jo Santiago. Motion passed unanimously.

### **E. Authorization to Award a Contract for Legal Services – Pension**

Mr. Harrison stated that this is a new line of business for LYNX. This is support for pension services for our employees. The selection committee's recommendation was made to award the contract for two years with three one year options to Akerman LLP. Motion to approve the authorization to award a contract for Legal Services to Akerman LLP for Pension services was made by Billy Hattaway, second by Renzo Nastasi. Motion passed unanimously.

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

Bruce Detweiler, Manager of Service Planning, made the presentation. The minor service changes will take effect on December 15, 2019. Some of the changes were due to the schedule change made by SunRail. There was a question and concern regarding Link 26. Mr. Detweiler explained that this change in route would make it safer for the Bus to make a left turn. It was suggested that there be another public meeting in the Poinciana area to discuss this change, and all changes to routes in Poinciana should have public meetings in Poinciana to make it easier for residents to attend. Mr. Harrison recommended that there be approval on all route changes at this time, except for Link 26. Motion to approve the authorization implement December 15, 2019 Proposed Service Changes – excluding Link 26 was made by Billy Hattaway, second by Renzo Nastasi. Motion passed unanimously.

## **G. Approval of the LYNX Oversight Committee Meeting Dates for 2020**

Mr. Harrison stated that these dates were discussed and shared with the various scheduling teams. Motion to approve the LYNX Oversight Committee meeting dates for 2020 was made by Renzo Nastasi, second by Billy Hattaway. Motion passed unanimously.

## **H. Proposed Amendments to Administrative Rule 2 Establishing Auditor Selection Committee**

Mr. Harrison made the presentation and there was a new handout given. The handout was given out for discussion and staff is looking for specific direction on this proposal. We will have the final language and proposal at the January meeting. It is a recommendation that the Auditor Selection Committee be comprised of the Finance and Audit Committee members with one of the Board of Directors members as the Chair of that committee. The Board member would replace their jurisdictional representative on the Finance and Audit Committee and then convene that Committee as the Auditor Selection Committee. We are looking for direction on the proposal and will bring this back for a vote at the January meeting.

## **8. Other Business**

No other business was discussed.

**The meeting adjourned at 11:06 a.m.**

## **Certification of Minutes:**

I certify that the foregoing minutes of the December 5, 2019 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

**X**

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Assistant

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Oversight Committee

**From:** Elvis Dovalles  
Director Of Maintenance  
Elvis Dovalles  
(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

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### **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

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

No DBE participation goal is applicable for this activity.

# LYNX Oversight Cmmittee Agenda

## **FISCAL IMPACT:**

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



# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. i

**To:** LYNX Oversight Committee

**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

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### **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 Oversight Cmmittee 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 Oversight Committee Agenda

## Consent Agenda Item #6.B. ii

**To:** LYNX Oversight Committee

**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

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### **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 Oversight Committee Agenda

## Consent Agenda Item #6.B. iii

**To:** LYNX Oversight Committee

**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

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### **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](http://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.

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

No DBE participation goal is applicable for this activity.

# LYNX Oversight Cmmittee Agenda

## **FISCAL IMPACT:**

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

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.C. i

**To:** LYNX Oversight Committee

**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

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### **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 or other person to whom duties have been delegated or allocated by it. Since LYNX is the

# LYNX Oversight Committee Agenda

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 Oversight Committee Agenda

## Consent Agenda Item #6.C. ii

**To:** LYNX Oversight Committee

**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

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into 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 Oversight mmittee 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
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Description	Original Budget	CO #1	CO #2	CO #2 modified	Revised Total
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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
<b>Total Construction Contract</b>	<b>\$3,734,166</b>	<b>\$800,955</b>	<b>\$310,955</b>	<b>\$251,433</b>	<b>\$4,787,274</b>

# LYNX Oversight Committee 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
<b>TOTAL PROJECT FUNDING</b>				<b>\$5,431,912</b>

## Project Detail

Description	Original BOD Approved Amount	Negotiated Amount	Proposed Use for Duke Power	Balance Available Put Back into Contingency
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OCO #2	\$310,955	\$233,464	\$17,969	\$59,521
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## DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

# LYNX Oversight Cmmittee 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 Oversight Committee Agenda

## Consent Agenda Item #6.C. iii

**To:** LYNX Oversight Committee

**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 Oversight mmittee 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](http://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](http://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: 

<input type="checkbox"/>
<input type="checkbox"/>

 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					
<b>Total - Service Type by County</b>		<b>0</b>	<b>0</b>	<b>0</b>	
<b>Grand Total (all counties) - Service Type</b>					<b>0</b>

*(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				
<b>FDOT-- 5310: Capital /Operating</b>				
Local Government				
Local Non-Government				
Other Federal or State Programs (i.e. <b>LYNX 5310 Grant</b> )				
<u>5310 Grant - Vanpool</u>				
<u>5310 Grant - Operating</u>				
Other				
<b>Total – Revenue Source by County</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Grand Total (all counties) - Service Type</b>				<b>0</b>

*(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				
<b>Total – Passenger Type by County</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Grand Total (all counties) - Passenger Type</b>				<b>0</b>
<i>(All shaded – same color – totals must match each other exactly)</i>				

Comments:

### Trip Purpose – One-Way Passenger Trips:

	Orange	Osceola	Seminole	
Medical				
Employment				
Education/Training/Daycare				
Nutritional				
Life-Sustaining – Personal Business/Other				
<b>Total – Revenue Source by County</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Grand Total (all counties) – Trip Purpose</b>				<b>0</b>
<i>(All shaded – same color – totals must match each other exactly)</i>				

### Unduplicated Passenger Head Count

	Orange	Osceola	Seminole	
Unduplicated Passenger Head Count				0
<b>5310 LYNX # of Person Served</b>				<b>0</b>

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>
<b>Total Revenue</b>	<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 ( <b>5310 LYNX</b> ):				<u>0</u>
Capital Purchases:				<u>0</u>
Contributed Services:				<u>0</u>
Allocated Indirect Expenses:				<u>0</u>
<b>Total Expenses Sources by County:</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

# LYNX Oversight Committee Agenda

## Action Agenda Item #7.A.

**To:** LYNX Oversight Committee

**From:** Terri Setterington  
Director Of Human Resources  
Terri Setterington  
(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

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### **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 Oversight Committee 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 Oversight Committee 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;

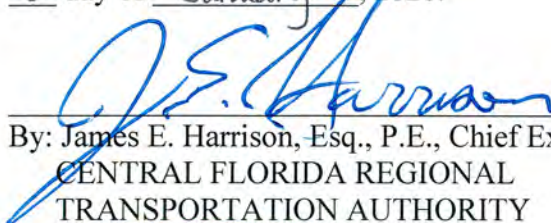


The Authority shall implement the foregoing provisions as soon as administratively practicable following the execution, ratification, and approval of this Second Amendment by the Authority and the Union.


**3. No Other Changes**

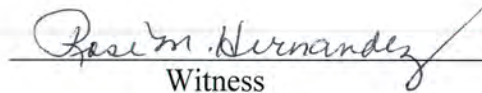
All other provisions of the CBA not specifically amended or supplemented by this Second Amendment shall remain the same and in full force and effect.

**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.



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ON FOLLOWING PAGE.]

**CERTA 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 Oversight Committee Agenda

## Action Agenda Item #7.B.

**To:** LYNX Oversight Committee

**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

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### **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 Oversight Committee 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 #7.A.

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

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

The fiscal impact of the plan design enhancement incorporated in Amendment #1 is as described in the memorandum for Action Agenda Item #7.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.

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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.

**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**

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 Oversight Committee Agenda

## Action Agenda Item #7.C.

**To:** LYNX Oversight Committee

**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

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### **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 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

# LYNX Oversight mmittee Agenda

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 23<sup>rd</sup>, 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, 2020<sup>1</sup>**

### **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);

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<sup>1</sup> 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.<sup>2</sup> 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.

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<sup>2</sup> 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 Oversight Committee Agenda

## Information Item A.

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6169

**Item Name:** Presentation Regarding Current Performance Status of Mobility Services'  
Contract Providers

**Date:** 1/23/2020

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### **ACTION REQUESTED:**

Norman Hickling, Director of Mobility Services, will make a presentation regarding the Mobility Services contractual oversight efforts and the current performance and compliance status of service providers.