

# LYNX Oversight Committee Agenda

Meeting Date: 1/28/2021  
Meeting Time: 11:30 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 12.10.20

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 a Request for Proposal (RFP) to Procure Insurance Brokerage Services for Risk Management Pg 7
- ii.  Authorization to Release a Request for Proposal (RFP) for Federal Lobbying Services Pg 8
- iii.  Authorization to Release a Request for Proposal (RFP) for Waste Disposal Services Pg 10
- iv.  Authorization to Release a Request for Proposal (RFP) for the Construction of the Pine Hills Transfer Center Pg 12

### B. Miscellaneous

- i.  Authorization to Submit a Grant Application to the Federal Transit Administration for Funding Under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, (CRRSAA) in the Amount of \$8,078,863 and to Sub-Allocate to Lake County Transit Services and the Florida Department of Transportation Pg 14
- ii.  Authorization to Purchase Five (5) Paratransit Replacement Vehicles and Safety Surveillance Camera Systems Pg 17
- iii.  Authorization to Sign a Lease Agreement with the Florida Department of Transportation (FDOT) for the Use of FDOT's Vacant Property at the Intersection of Amelia Street and Garland Avenue Pg 19

-Attachments



- iv.  Authorization to Extend the Employment Benefits Provided for Under the Families First Coronavirus Response Act (FFCRA) Related to Emergency Paid Sick Leave (EPSL) Pg 28
  - v.  Authorization to Execute Resolution #21-001 for Approval of Amendment Number 1 to the LYNX Money Purchase Plan Pg 30
- Attachments  

## 7. Action Items

- A.  Election of the 2021 Oversight Committee Officers Pg 41

## 8. Other Business

## 9. 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**  
              **Virtual and 2<sup>nd</sup> Floor, Board Room**  
              **Orlando, FL 32801**

**DATE:**       **December 10, 2020**

**TIME:**       **10:30 a.m.**

**Members in Attendance:**

Viviana Janer, Chair, Osceola County  
Tanya Wilder, City of Orlando  
Jo Santiago, FDOT  
Renzo Nastasi, Orange County

**Staff Members in Attendance:**

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

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**1. Call to Order**

Chair Janer called the meeting to order at 10:32 a.m.

**2. Approval of Minutes**

A motion to approve the October 22, 2020 Oversight Committee meeting minutes was made by Jo Santiago and seconded by Tanya Wilder. Motion carried unanimously.

**3. Public Comments**

No one requested to address the Committee.

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

Jim Harrison, Chief Executive Officer, stated that ridership continues to hover around fifty percent for the fixed route and around sixty-five percent for our Paratransit operations. Scheduled maintenance is ahead of schedule and enhanced cleaning measures are continuing.

The Operations, Human Resource and Safety & Security departments have been working together and will decentralize the training program that is currently all housed under Tellis Chandler in Safety & Security. Operations, under Dana Baker, will be responsible for the training and development of the Transportation Supervisors. Human Resources, under Terri Settington, will overhaul the Organizational Development program that has been dormant. This will allow for process improvements throughout the organization.

MetroPlan Orlando provided a presentation on Beep in Lake Nona, to promote autonomous vehicles around the state. LYNX has been fortunate to coordinate with Beep on bus stops in the Lake Nona area and as a resource on bus operations and compliance.

The LYNX annual holiday bus is on the streets with Santa at the wheel. Santa will be driving until December 24. There is also a decorated holiday window in the terminal for socially distanced pictures with Santa.

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

Amanda Clavijo, Finance and Audit Committee Chair reported that the Finance and Audit Committee met on Thursday, November 19, 2020. She gave an overview of the Finance & Audit Committee agenda.

The Committee moved to approve all of the consent agenda items that are also on the Oversight Committee agenda.

There was a discussion on stop-loss coverage. Staff had a thorough process for recommendations to adjust the coverage based on trends.

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

Chair Janer asked if anyone had any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.C.x. Jo Santiago stated that she has a conflict with item 6.C.i.

- A. Request for Proposal (RFP)
  - i. Authorization to Release a Request for Proposal (RFP) for a Third Party Administrator for Workers' Compensation, Tort, Public Liability and Claims Subrogation
  - ii. Authorization to release a Request for Proposal (RFP) for an Internet Cloud-Based Contact Center as a Service (CCaaS) Solution
  - iii. Authorization to Release a Request for Proposal (RFP) for an Internet Cloud-Based Universal Communications as a Service (UCaaS) Solution
- B. Extension of Contracts
  - i. Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services – Labor/Employment
- C. 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 Approximately \$3,330,000
  - ii. Authorization to Submit a Grant Application to the Federal Transit Administration's Surface Transportation Program in the Amount of \$8,280,000 for Revenue Vehicles and the Pine Hills Transfer Center
  - iii. Authorization to Exercise Option Term 3 on Contract #15-C13 with DoubleMap, Inc.

- iv. Authorization to Amend the Master Purchase Agreement and Annual Maintenance Support Agreement with Trapeze Software Group, Inc.
- v. Authorization to Execute Amendment 1 to Interlocal Project Agreement No. 1 between the Orlando Utilities Commission and between LYNX
- vi. Authorization to Purchase Against Florida Department of Management Services Agreement for Security Guard Services
- vii. Authorization to Purchase Twenty-Five (25) 40' Compressed Natural gas (CNG) Replacement Buses
- viii. Authorization to Auction Surplus Capital Items
- ix. Authorization to Execute First Addendum to Bus Service Agreement for the Kissimmee Connector Service
- x. Authorization to Approve the LYNX Board of Directors Meeting Dates for 2021

Chair Janer asked for a motion on Consent Agenda items 6.A.i through 6.C.x. excluding item 6.C.i.

Renzo Nastasi made a motion to approve Consent Agenda items 6.A.i through 6.C.x. excluding item 6.C.i. Seconded by Tanya Wilder. Motion passed unanimously.

Motion to approve item 6.C.i. was made by Tanya Wilder. Second by Renzo Nastasi. Motion passed with Jo Santiago abstaining.

## **7. Action Items**

- A. Authorization to Execute Amended FY2021 Bus Service Agreements and Implement Related Service Changes

Commissioner Janer recognized Tiffany Homler-Hawkins, Chief Administrative Officer, to make the presentation. Ms. Homler-Hawkins stated that these agreements are with Universal Property Owner's Association and Econ River High School. Both entities have requested reduced service due to COVID. Link 58, which serves International Drive and Shingle Creek, will have reduced service to peak AM and PM. Link 320, Avalon Park School Circulator is proposed for elimination. There are other alternative service options in those areas. There was a public hearing on December 3, and there were no public comments. These changes will take place on December 13.

Renzo Nastasi thanked LYNX staff for working with Orange County to implement these changes.

Motion to execute the Amended FY2021 Bus Service Agreements and Implement Related Service Changes was made by Renzo Nastasi. Second by Tanya Wilder. Motion passed unanimously.

## **8. Other Business**

No other business was discussed.

**9. Adjourned**

Meeting adjourned at 10:47 a.m.

**Certification of Minutes:**

I certify that the foregoing minutes of the December 10, 2020 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

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Assistant

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Oversight Committee

**From:** Leonard Antmann  
Director Of Finance  
Tamara Enders  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Release a Request for Proposal (RFP) to Procure Insurance Brokerage Services for Risk Management

**Date:** 1/28/2021

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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) to procure Brokerage Services for Risk Management that would provide LYNX with guidance and direction for the purchase of Property, Crime, and General Liability, Auto, Fiduciary, Pollution and Public Officials Liability insurance coverage.

### **BACKGROUND:**

The award of Contract #19-C52 to Arthur J. Gallagher Risk Management Services, Inc., became effective on December 6, 2018. The contract was awarded for a three (3) year term with no option for extension. The Contract is set to end on December 6, 2021.

LYNX will return to the market to examine new opportunities, methods, and procedures to procure services in effort to reduce and/or streamline cost and improve/enhance our insurance portfolio.

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

A DBE participation goal is not applicable for this activity.

### **FISCAL IMPACT:**

The FY2021 Approved Operating Budget includes \$35,000 for Insurance Broker Services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. ii

**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 Release a Request for Proposal (RFP) for Federal Lobbying Services

**Date:** 1/28/2021

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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 federal lobbying services.

### **BACKGROUND:**

In January 2016, LYNX released an RFP for federal lobbying services. Akerman, LLP was the successful respondent and awarded a contract in April 2016. The contract was for an initial term of three (3) years with two (2) one-year options, subject to Board approval and annual funding availability.

Staff believes it is desirable to continue to contract for federal lobbying services to ensure that LYNX is assisted in efforts regarding transportation legislation and appropriations affecting Central Florida and LYNX directly and indirectly.

The proposal timeline for the RFP process is as follows:

- Release RFP January 2021
- Response due February/March 2021
- SEC Evaluation in May 2021
- Authorization to Award June 2021
- Effective date October 1, 2021



# LYNX Oversight Committee Agenda

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

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

The FY2021 Approved Operating Budget includes \$110,000 for Federal Lobbying Services.

# LYNX Oversight mmittee Agenda

## Consent Agenda Item #6.A. iii

**To:** LYNX Oversight Committee

**From:** **Elvis Dovalés**  
Director Of Maintenance  
**Edward Flynn**  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Release a Request for Proposal (RFP) for Waste Disposal Services

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for Waste Disposal Services.

### **BACKGROUND:**

LYNX is committed to complying with all Federal and local regulations with respect to the handling and disposal of hazardous waste and to protecting the natural environment of all the communities it serves and the Central Florida population at large from exposure to environmental hazards and contaminants. As such, LYNX is seeking a contractor to collect and dispose of regulated waste and hazardous waste produced throughout the normal course of fleet operations on LYNX owned or leased facilities. The types of waste collected include but are not limited to:

- Sludge collected from oil/water separators
- Waste oil
- Waste coolant (antifreeze)
- Waste grease
- Waste paints and solvents
- Fluorescent bulbs, used oil filters and other regulated solid waste

In addition, the services requested include emergency response to and remediation of, releases of hazardous fluids or materials directly caused by LYNX vehicles or equipment off LYNX property.

# LYNX Oversight Committee Agenda

The contractors seeking to respond to the RFP must hold State of Florida EPA certifications and must have an OSHA approved confined space safety program.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2021 Approved Operating Budget includes \$25,750 for Waste Disposal Services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. iv

**To:** LYNX Oversight Committee

**From:** Leonard Antmann  
Director Of Finance  
Jeffrey Reine  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Release a Request for Proposal (RFP) for the Construction of the Pine Hills Transfer Center

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for the Construction of the Pine Hills Bus Transfer Center.

### **BACKGROUND:**

Over the past four years, LYNX undertook significant preparatory work associated with the Pine Hills Bus Transfer Center. This started in late 2016 when LYNX purchased from the Urban League the 6 acre property located south of their building at 2804 Belco Drive. From 2017 to 2019, LYNX conducted numerous public meetings and carried out preliminary design and engineering. This was coupled with extensive key stakeholder coordination (Florida Department of Transportation, Duke Energy, Orange County). In late 2020, LYNX finalized the design, executed the required legal agreements and started permitting.

An update of the planned improvements was brought to the August 2020 LYNX Oversight Committee meeting. On-site improvements will include an iconic bus platform roofline, space for 8 fixed-route buses and 2 NeighborLinks, CCTV and real-time information signage, and an extension of the Pine Hills Trail. Off-site improvements will include signalized access at Belco Drive and Silver Star Road and reconstruction of Belco Drive to current roadway standards. Additionally, the proposal may include a building housing drivers' restrooms and an office for customer service and security.

With all of these aforementioned tasks accomplished, the project is ready to bid out for construction. Once awarded, the construction is expected take approximately fourteen (14) months from an issued Notice to Proceed to complete.

# LYNX Oversight Committee Agenda

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

It is the policy of LYNX to ensure that certified DBE's and small business firms have equal opportunity to participate in DOT assisted solicitations and contracts. The DBE goal for this project will be assessed upon the finalization of the scope of work. The contractor will be required to provide documentation and report the certified DBE's and small business firms participating on the project.

## **FISCAL IMPACT:**

The Approved FY2021 Capital Budget includes \$8,175,000 for the Pine Hills Superstop Project. Of this amount, \$8,033,259 is unencumbered. The funding sources for the project will be as follows:

Federal 5307	\$5,705,000
Ladders of Opportunity Grant	1,200,000
Orange County Parks & Recreation	340,000
MetroPlan	930,000
<b>TOTAL</b>	<b>\$8,175,000</b>

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. i

**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 Submit a Grant Application to the Federal Transit Administration for Funding Under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, (CRRSAA) in the Amount of \$8,078,863 and to Sub-Allocate to Lake County Transit Services and the Florida Department of Transportation

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Transit Administration (FTA) in the amount of \$8,078,863 (\$7,848,387 urbanized area & \$230,476 Section 5310) for the funding provided through the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), signed by President Donald J. Trump on December 27, 2020.

In addition, staff is requesting the Board of Directors' authorization for the sub-allocation of the CRRSAA Act 2021 funding to the Lake County Transit Services and the Florida Department of Transportation (FDOT) in the amounts of approximately \$169,060 and \$3,506,560 respectively.

### **BACKGROUND:**

On Friday, December 27, 2020, President Trump signed the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), into law. The CRRSAA Act 2021 provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provide supplemental appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

FTA is allocating \$14 billion to recipients of urbanized area, rural area, and enhanced mobility of seniors and individuals with disabilities (section 5310) formula funds, with \$13.26 billion allocated to large and small urban areas, \$678.2 million allocated to rural areas, and \$50 million allocated to enhanced mobility of seniors and individuals with disabilities. Funding will be

# LYNX Oversight Committee Agenda

provided at a 100 percent federal share, with no local match required, and will be available to support operating, capital and other expenses generally eligible under those programs, and incurred beginning on January 20, 2020, to prevent, prepare for, and respond to COVID-19.

Funding under the CRRSAA act of 2021, is as follows:

CRRSAA Act Funding Formula for Orlando MSA	\$ 11,020,307
Less: Sub-Allocation to Lake County Approximately	( 169,060)
Less: Sub-Allocation to FDOT Approximately	<u>( 3,506,560)</u>
Net for Orlando (LYNX)	7,344,687
CRRSAA Act Funding Formula for Kissimmee MSA	503,700
CRRSAA Act Funding Formula for Section 5310	<u>230,476</u>
Total	<b>\$ 8,078,863</b>

The sub-allocation to Lake County is in the amount of \$169,060. The sub-allocation for FDOT's SunRail is in the amount of \$ 3,506,560. These amounts are determined based on the CRRSAA Act FY 2020 FTA apportionments and each agency's share from the FY 2020 5307 urbanized areas formula apportionment.

This request for Board authorization includes the execution of any Supplemental Agreements as part of respective grant applications by Lake County and FDOT to FTA. This will allow Lake County Transit Services and FDOT to be direct CRRSAA Act 2021 grant recipients, eligible to receive and dispense FTA's CRRSAA Act 2021 sub-allocated funds.

The following summarizes the CRRSAA Act 2021 Program Eligibility:

- CRRSAA Act 2021 provides funds to prevent, prepare for, and respond to COVID-19. Although the priority for the funding is payroll and operational need expenses, FTA will generally consider all expenses normally eligible under the Section 5307 and 5311 programs that are incurred on or after January 20, 2020 to be in response to economic or other conditions caused by COVID-19 and thus eligible under the CRRSAA Act 2021.
- In addition, CRRSAA Act 2021 funds are available for operating expenses for all FTA Section 5307 and 5311 recipients, including those in large urban areas, and including administrative leave for transit workers.
- Funds available under the CRRSAA Act 2021 are available for all operating activities (net fare revenues) that occur on or after January 20, 2020 are eligible.
- In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. The CRRSAA Act 2021 funding can be used for administrative leave, such as leave for employees due to reductions in service or leave required for a quarantined worker.

# LYNX Oversight mmittee Agenda

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

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

Upon FTA approval of the LYNX grant application, staff will amend the FY2021 Adopted Operating Budget to include CRRSAA Act 2021 federal funds.



# LYNX Oversight mmittee Agenda

## Consent Agenda Item #6.B. ii

**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 Purchase Five (5) Paratransit Replacement Vehicles and Safety Surveillance Camera Systems**

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase a total of five (5) Ford E350 6.8L Gas – Van Terra Paratransit vehicles. The replacement vehicles will be procured for a not-to-exceed amount of \$445,000.

### **BACKGROUND:**

LYNX has an active fleet of one hundred sixty-five (165) Paratransit vehicles. Five (5) Paratransit vehicles scheduled for replacement have exceeded their useful life, with an average of 279,670 miles per vehicle and over five years of service.

This vehicle replacement is part of the LYNX Transit Development Plan (TDP) and sustainability goals. The proposed vehicles will provide an immediate 18% to 20% improvement in fuel efficiency and lower overall maintenance costs once they are adopted into the fleet. In addition, the vehicles will have the capability to undergo a future conversion to operate on Compressed Natural Gas (CNG), based upon operational needs and business practices.

The replacement Paratransit vehicles will be purchased from Alliance Bus Group using the TRIPS-17-CA-ABG Transit Research Inspection Procurement Services Program (TRIPS) Contract and will be outfitted with appropriate lifts and seating securement systems to be ADA compliant.

In addition, the vehicle procurement will include five (5) Safety Surveillance Cameras and associated Digital Video Recorders (DVR) systems, using the TRIPS-17-CA-ABG Transit Research Inspection Procurement Services Program (TRIPS) Contract.

# LYNX Oversight Committee Agenda

Funding for surveillance cameras provided by a 2019 Federal Transit Administration’s Surface Transportation Program (STP) grant. A total of \$698,338 of grant funding has been dedicated for the paratransit vehicle surveillance camera project.

Upon arrival of the replacement vehicles, LYNX will retire a like number of vehicles in accordance with Federal Transit Administration (FTA) guidelines.

<b>Paratransit Vehicles</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
Turtle Top Van Terra XL	5	\$75,000	\$375,000
Standard Seats(1), Foldaway Seats(6), Q'Straint QRTMAX(3), 1000 lb. Lift(1), Freedman Tie-Downs System(3), Mobile Data Terminal(1), Gaseous Engine Prep(1)	5	11,000	55,000
<b>Paratransit Vehicle Cost</b>			<b>\$430,000</b>

<b>Safety Surveillance Cameras and (DVR) systems</b>	<b>Quantity</b>	<b>Cost/Unit</b>	<b>Total</b>
SEON 2 Camera System	5	\$2,090	<b>\$10,450</b>

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

LYNX’s DBE program requires that each transit vehicle manufacturer as a condition to bid for, or propose, on FTA-assisted vehicle procurements must provide certification of compliance with Federal DBE regulations requiring an established annual overall percentage DBE participation goal approved by FTA. DBE requirements are monitored by the Federal Transit Administration (FTA).

## **FISCAL IMPACT:**

LYNX staff included \$430,000 in the FY2021 Adopted Capital Budget for the purchase of Paratransit vehicles. In addition, LYNX staff included \$698,000 in the FY2021 Adopted Capital Budget for the purchase of surveillance Camera systems in the ACCESS LYNX paratransit Fleet. Both projects will be funded with 100% Federal Funds.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. iii

**To:** LYNX Oversight Committee

**From:** Leonard Antmann  
Director Of Finance  
Leonard Antmann  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Sign a Lease Agreement with the Florida Department of Transportation (FDOT) for the Use of FDOT's Vacant Property at the Intersection of Amelia Street and Garland Avenue

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to sign a lease agreement with the Florida Department of Transportation (FDOT) to utilize a vacant lot owned by FDOT at the intersection of Amelia Street and Garland Avenue for the period from January 1<sup>st</sup>, 2021 through December 31, 2021.

### **BACKGROUND:**

At the July 2014 Board meeting, the Board of Directors gave their approval to renew the lease with the Florida Department of Transportation (FDOT) to continue to use the vacant property at the intersection of Amelia Street and Garland Avenue. The extension was effective July 1<sup>st</sup>, 2014 and expired on December 31, 2020. Securing the property will provide better parking for outside visitors making it more convenient to have meetings at the LYNX Central Station (LCS). LYNX will be required to maintain the property and any improvements that may be made must be first approved by FDOT. LYNX will be required to place the property under its standard property and liability insurance coverage.

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

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

There is no immediate fiscal impact for the renewal of this lease agreement. FDOT will not charge LYNX for leasing the property. Any improvements to the property will be provided to the

# LYNX Oversight mmittee Agenda

Board for approval and incorporated into the FY2021 Amended or FY2022 Adopted Operating or Capital Budgets, as appropriate.

ITEM/SEGMENT No.: 2424844

MANAGING DISTRICT: Five

F.A.P. NO.: 0042 232

STATE ROAD: 400

COUNTY: Orange

PARCEL NO.: 265

**AMENDMENT TO LEASE AGREEMENT**

This is an Amendment to that certain Lease Agreement between **Central Florida Regional Transportation Authority d/b/a LYNX** and the **State of Florida, Department of Transportation** dated the **12<sup>th</sup> day of August 2014**.

**WHEREAS**, the parties desire to extend the term of the above referenced lease.

**NOW THEREFORE:**

- 1. Lessee and Lessor agree to amend paragraph one (1) of the referenced lease to extend the lease term through an end date of **December 31<sup>st</sup> 2021**.
- 2. All other terms and conditions of said lease shall remain in full force and effect.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Lessee (Company Name, if applicable)

By: \_\_\_\_\_  
District Secretary

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

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

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

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attest: \_\_\_\_\_ (SEAL)

LEGAL REVIEW

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

\_\_\_\_\_  
District Counsel

Title: \_\_\_\_\_

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

ITEM/SEGMENT NO.: 242484-4  
MANAGING DISTRICT: 5  
F.A.P. NO.: 0042 232 I  
STATE ROAD NO.: 400  
COUNTY: Orange  
PARCEL NO.: 265

THIS AGREEMENT, made this 12<sup>th</sup> day of August, 2014, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and Central Florida Regional Transportation Authority d/b/a LYNX (hereinafter called the Lessee).

**WITNESSETH:**

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A", attached and made a part hereof, for a term of 76 MONTHS beginning 9/1/2014 and ending 12/31/2020. This Lease may be renewed for an additional N/A term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor N/A days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of PARKING. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of 0.00 plus applicable tax, for each N/A of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to Nicole Hanna, 719 S. Woodland Blvd., MS 1-551, DeLand, FL 32720. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District 5 of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than Five Hundred Thousand (\$ 500,000.00 ) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Three Hundred Thousand (\$ 300,000.00 ) for property damage, or a combined coverage of not less than Eight Hundred Thousand (\$ 800,000.00 ). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:  
Blanche W. Sherman, Director of Finance, LYNX, 455 N. Garland Avenue, Orlando, FL 32801 (407) 254-6100

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

LYNX  
Lessee (Company Name, if applicable)

By: Noranne Downs  
District Secretary

BY: [Signature]

Noranne Downs, P.W.  
Print Name

John M. Lewis, Jr.  
Print Name

Attest: [Signature]

Title: Chief Executive Officer

Name/Title: Crystal Doss Noranne Mesias / executive ASST

Attest: [Signature] (SEAL)

LEGAL REVIEW:  
[Signature]  
District Counsel

Blanche W. Sherman  
Print Name

Title: Director of Finance

Clifford R. Saulter, Esquire  
Print Name

ADDENDUM

This is an Addendum to that certain Lease Agreement between CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX and the State of Florida Department of Transportation dated the 12th day of August, 2014. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of said Agreement:

The leased property identified in the attached Exhibit "A" will be used solely as a parking lot and must be fenced.

Lessee will reserve at least three (3) parking spots for use exclusively by Congresswoman Brown and/or her staff.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

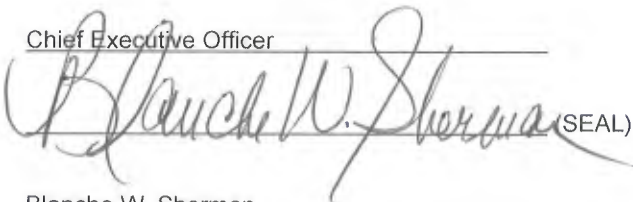
By:   
District Secretary

LYNX  
Lessee (Company Name, if applicable)

BY: 

John M. Lewis, Jr.  
Print Name

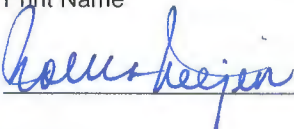
Title: Chief Executive Officer

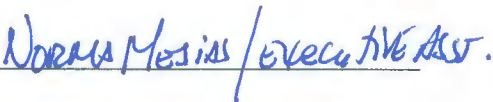
Attest:  (SEAL)

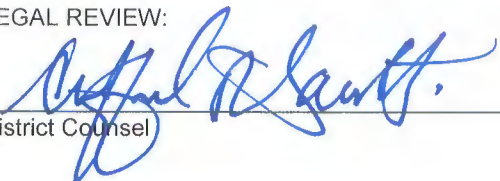
Blanche W. Sherman  
Print Name

Title: Director of Finance

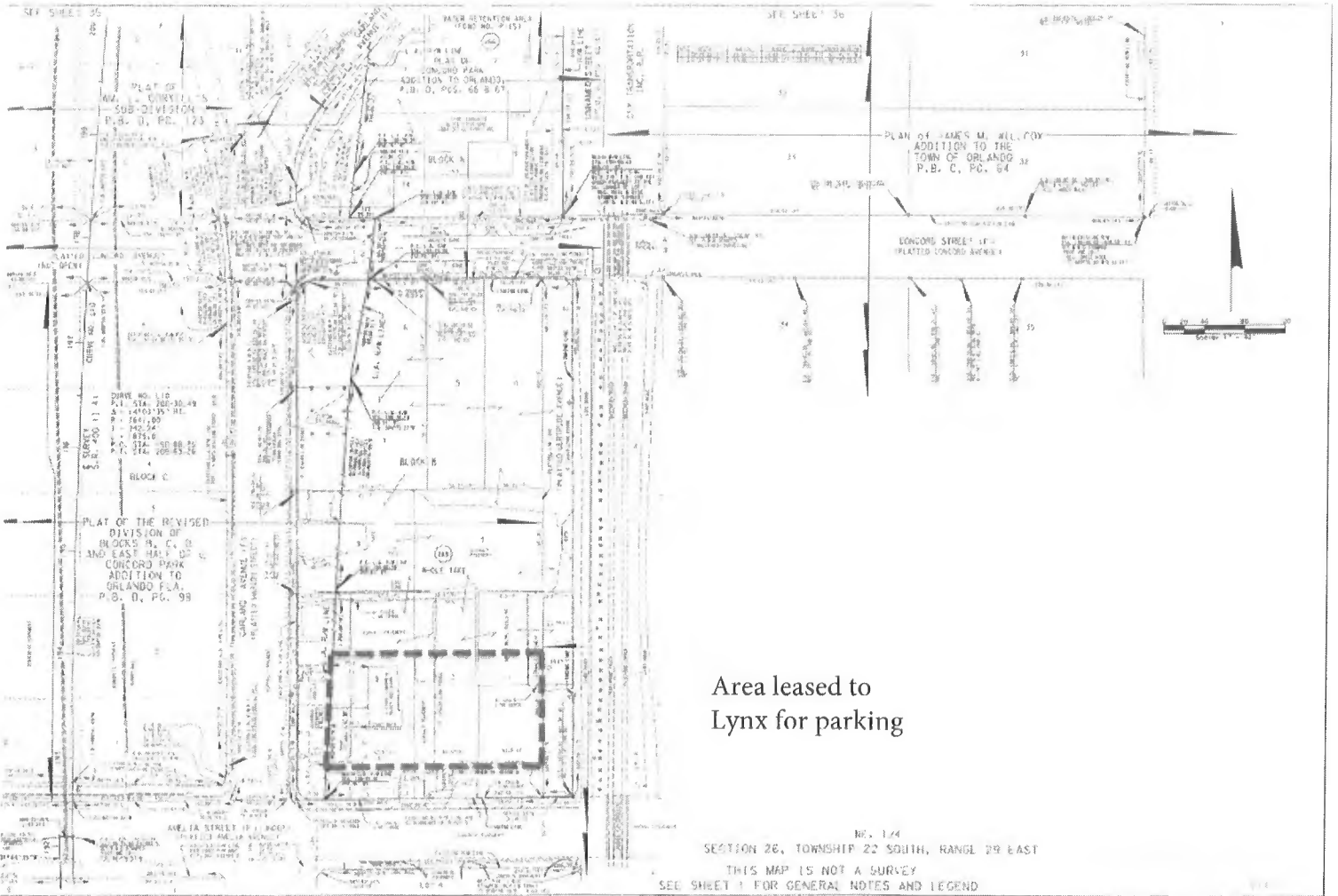
Noranne Downs, P.E.  
Print Name

Attest: 

Name/Title: ~~Crystal Bass~~  / executive dir.

LEGAL REVIEW:  
  
District Counsel


Clifford R. Saulter, Esquire  
Print Name



Area leased to  
Lynx for parking

SEC. 1, 4  
SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST

THIS MAP IS NOT A SURVEY  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		STATE ROAD NO. 400 STATE ROAD NO. 400		F.A.P. NO. 664 219 1	SECTION 25240	MAP NUMBER 664 219 1	DATE 11/11/04
			ORANGE COUNTY F.P. NO. 24284 4	SHEET 34 OF 64	S.R. 400 (1-2) FROM RED GRASS AVENUE TO MARKS STREET			

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. iv

**To:** LYNX Oversight Committee

**From:** Terri Settington  
Director Of Human Resources  
Terri Settington  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Extend the Employment Benefits Provided for Under the Families First Coronavirus Response Act (FFCRA) Related to Emergency Paid Sick Leave (EPSL)

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the employment benefits provided for under the Families First Coronavirus Response Act ("FFCRA") related to the Emergency Paid Sick Leave ("EPSL"), to March 31, 2021.

### **BACKGROUND:**

The FFCRA expired December 31, 2020 and previously contained several employment benefits, including the payment of up to 80 hours of paid sick time at the employee's regular rate of pay when the employee was ill or quarantined due to a personal exposure to COVID-19.

The December 2020 Pandemic Relief Package passed by Congress and signed into law provided a tax credit through March 31, 2021 for businesses that voluntarily extended this emergency leave to employees for the first quarter of 2021. Although these tax credits do not apply to public employers, LYNX could extend the EPSL provision through March 31, 2021 on a voluntary basis and at its expense.

Staff is only requesting authorization to extend one benefit of the FFCRA, from 1/1/2021 through 3/31/2021, consisting of emergency paid sick time (up to 80 hours) at an employee's regular rate of pay when a LYNX employee is quarantined or ill due to their personal exposure to COVID-19. The maximum of 80 hours would include any time already utilized under the FFCRA in 2020. Implementation of this extension will be subject to applicable forms and procedures developed by the Human Resources Department in consultation with Legal and

# LYNX Oversight Committee Agenda

Finance Departments. This benefit would be available to all employees, including seasonal/temporary staff.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

LYNX staff does not anticipate an additional fiscal impact from extending this provision as described above.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. v

**To:** LYNX Oversight Committee

**From:** Albert Francis  
Chief Financial Officer  
Terri Settington  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Execute Resolution #21-001 for Approval of Amendment Number 1 to the LYNX Money Purchase Plan

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors authorization for the LYNX Board of Directors Chair to execute Resolution #21-001 ("Resolution") to approve Amendment Number 1 to the LYNX Money Purchase Plan.

### **BACKGROUND:**

The governing plan document for the LYNX Money Purchase Plan ("Plan") currently specifies fixed employer matching and non-elective contribution percentages. The Employment Agreement specifies employer contribution percentages to the Plan that are, or may be, different from those specified in the governing plan document.

Amendment Number 1 ("Amendment") to the governing plan document provides that if there is an employment agreement in place between a participant and LYNX that contains retirement benefit provisions, the terms of the employment agreement control rather than the fixed employer contribution percentages in the governing plan document.

A complete copy of the Amendment is attached as Exhibit "A" to the Resolution.

It is recommended that the Board of Directors approve the Amendment to allow the retirement benefits provisions of the Employment Agreement to be efficiently implemented.

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

No DBE participation goal is applicable for this activity.

# LYNX Oversight mmittee Agenda

## FISCAL IMPACT:

The FY2021 Approved Operating budget has sufficient funds to cover the provisions of this amendment.

**CFRTA RESOLUTION NO. 21-001**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE  
AMENDMENT NUMBER 1 TO THE LYNX MONEY PURCHASE PLAN**

**WHEREAS**, LYNX (the "Employer") originally adopted the LYNX Money Purchase Plan (the "Plan") effective October 1, 1993 and last amended and restated the Plan's governing terms, effective January 1, 2019; and

**WHEREAS**, pursuant to Section 14.01(b) of the Plan, the Employer has the right to amend the Plan; and

**WHEREAS**, the Employer desires to amend the Plan to account for the possibility that an employment agreement between LYNX and a participant may provide for overriding contribution terms; and

**WHEREAS**, it has been proposed that the Employer accomplish the foregoing objective by adopting the document labeled "Amendment Number 1" and titled "AMENDMENT TO LYNX MONEY PURCHASE PLAN" attached hereto as Exhibit "A," with an effective date of February 8, 2021.

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

1. The document labeled "Amendment Number 1" and titled "AMENDMENT TO LYNX MONEY PURCHASE PLAN" attached hereto as Exhibit "A" is hereby approved.
2. The LYNX Board Chair is hereby authorized to execute the document labeled "Amendment Number 1" and titled "AMENDMENT TO LYNX MONEY PURCHASE PLAN" attached hereto as Exhibit "A," for and on behalf of LYNX.
3. The LYNX Human Resources, Finance and/or Accounting personnel, with such assistance as they may require from the Plan's Administrative Committee or the Plan's Board of Trustees, are authorized and directed to take all other action as they determine necessary or desirable to effectuate these resolutions.



**CFRTA RESOLUTION NO. 21-001**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE  
AMENDMENT NUMBER 1 TO THE LYNX MONEY PURCHASE PLAN**

4. Any and all actions heretofore or hereinafter taken by the LYNX Human Resources, Finance and/or Accounting personnel in connection with any and all of the matters addressed in this resolution are hereby confirmed and ratified as properly authorized acts of LYNX.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

**AMENDMENT TO LYNX MONEY PURCHASE PLAN (“the Plan”)**

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX (the “Employer”) maintains the LYNX Money Purchase Plan (the “Plan”) for its employees;

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the LYNX Money Purchase Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the LYNX Money Purchase Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 2-8-2020.

1. The Adoption Agreement is amended to read:

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

- (a) No exclusions
- (b) Collectively Bargained Employees
- (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
- (d) Leased Employees
- (e) Employees paid on an hourly basis
- (f) Employees paid on a salaried basis
- (g) Employees in an elected or appointed position
- (h) Part-Time Employees (as defined in Section 1.68 of the Plan)
- (i) Seasonal Employees (as defined in Section 1.84 of the Plan)
- (j) Temporary Employees (as defined in Section 1.88 of the Plan)
- (k) Other: Any Collectively Bargained Employee who is covered by a collective bargaining agreement that does not provide for coverage under the Plan, contract Employees (which the Plan Administrator shall continue to interpret to mean only Employees with nonrenewable project-based contracts, as reflected in the LYNX Human Resources records), casual Employees and interns. For purpose of Participant contributions or Matching Contributions only, common law employees of the Employer, determined in accordance with its payroll records, hired (or last hired) as Eligible Employees prior to October 1, 2013.

[*Note: The elections under this AA §3-1 apply to any Pick-Up Contributions and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsection (k).*]

2. The Adoption Agreement is amended to read:

6-2 **EMPLOYER CONTRIBUTION FORMULA:** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below.

- (a) **Fixed contribution.**
  - (1) **Fixed percentage.** \_\_\_\_ % of each Participant’s Plan Compensation.
  - (2) **Fixed dollar.** \$ \_\_\_\_ for each Participant.
  - (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. [*If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.*]

(b) **Permitted disparity contribution.**

(1) **Individual method.** The Employer will contribute:

- (i) \_\_\_% of each Participant’s Plan Compensation plus
- (ii) \_\_\_% of each Participant’s Excess Compensation.

[*Note: The percentage of Excess Compensation may not exceed the Maximum Disparity Rate. See Section 3.02(b)(2)(i)(C) of the Plan.*]

(2) **Group method.** The Employer will contribute \_\_\_% (not more than 25%) of total Plan Compensation of all Participants who satisfy the allocation conditions under AA §6-5 below. The Employer Contribution will be allocated under the two-step method (as defined in Section 3.02(a)(1)(i)(B)(I) of the Plan).

(3) **Modification of permitted disparity rules.**

(i) **Integration Level.** For purposes of determining the permitted disparity contribution under (1) or (2) above, instead of the Taxable Wage Base (as defined in Section 1.87 of the Plan), the Integration Level is:

(A) \_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

- |                                      |                                       |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> (I) N/A     | <input type="checkbox"/> (II) \$1     |
| <input type="checkbox"/> (III) \$100 | <input type="checkbox"/> (IV) \$1,000 |

(B) \$\_\_\_ (not to exceed the Taxable Wage Base)

(C) 20% of the Taxable Wage Base

[*Note: See Section 3.02(b)(2)(i)(C) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.*]

(ii) **Describe** special rules for applying permitted disparity allocation formula: \_\_\_\_\_

[*Note: Any special rules under subsection (ii) must be definitely determinable.*]

(c) **Contribution for designated Employee groups.** The Employer will make an Employer Contribution to the Participants in the following designated groups. The amount to be contributed with respect to a designated Employee group will be determined under subsection (2) below.

(1) **Designated Employee groups.** A separate Employer Contribution will be made to the following Employee groups:

**Group 1:** \_\_\_\_\_

[*Note: The Employee groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(i).*]

(2) **Employer Contribution percentages.**

The contribution for each Participant in **Group 1** will be:

- (A) \_\_\_% of Plan Compensation
- (B) \$\_\_\_.
- (C) Maximum amount permitted under Code §415.

(3) **Special rules.**

(i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (1) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant’s status on the last day of the Plan Year. (See Section 3.02(b)(3) of the Plan.)

**Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant’s share of the Employer Contribution will be based on the Participant’s status for the part of the year the Participant is in each allocation group.

(ii) **Describe:** \_\_\_\_\_

[*Note: Any special rules under subsection (ii) must be definitely determinable.*]

- (d) **Age-based contribution.** The Employer will contribute \_\_\_\_% of each Participant’s adjusted Plan Compensation. For this purpose, a Participant’s adjusted Plan Compensation is determined by multiplying the Participant’s Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).

A Participant’s Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

- (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_\_% (must be between 7.5% and 8.5%) in determining a Participant’s Actuarial Factor.
- (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant’s Actuarial Factor: \_\_\_\_\_
- (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

[*Note: See Exhibit A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.*]

- (e) **Service-based contribution.** The Employer will make the following contribution based on units of service designated under (3) – (5) below.

- (1) **Fixed percentage.** \_\_\_\_% of Plan Compensation paid for each period of service designated below.
- (2) **Fixed dollar.** \$\_\_\_\_ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- (3) Each Hour of Service
- (4) Each week of employment
- (5) Describe period: \_\_\_\_\_

The service-based contribution is subject to the following rules.

- (6) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

- (f) **Describe special rules for determining contributions under Plan:** The fixed Employer Contribution is 6% of each Participant’s Plan Compensation for Participants who were hired or re-hired as Eligible Employees by the Employer on or after October 1, 2013. For Participants who were hired or last hired as Eligible Employees by the Employer prior to October 1, 2013, the fixed Employer Contribution is 12% of each Participant’s Plan Compensation. Notwithstanding the foregoing, if there is an Employment contract between an Eligible Employee and the Employer, any provisions of the Employment contract addressing retirement benefits will override the specifications in this AA §6-2. Also, refer to Addendum I for Matching Contributions.

[*Note: Any special rules under subsection (f) must be definitely determinable.*]

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective \_\_\_ [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- (b) The **restatement** of an existing plan, in order to comply with the requirements of PPA, pursuant to Rev. Proc. 2011 -49.
  - (1) Effective date of restatement: \_\_\_\_\_. [Note: Date can be no earlier than January 1, 2007. Section 14.01(d)(2) of Plan provides for retroactive effective dates for all PPA provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.]
  - (2) Name of plan(s) being restated: \_\_\_\_\_
  - (3) The original effective date of the plan(s) being restated: \_\_\_\_\_
- (c) An **amendment or restatement** of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement: 2-8-2020
  - (2) Name of plan being amended/restated: LYNX Money Purchase Plan
  - (3) The original effective date of the plan being amended/restated: 10-1-1993
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: Section 3-1(k) is amended to update the contract Employees exclusion language; Section 6-2 is amended to change the Employer Contribution Formula to add language regarding Employment contracts; Section 6A-2 of Addendum I is amended to add language regarding Employment contracts.

**VOLUME SUBMITTER SPONSOR INFORMATION.** The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

**Name of Volume Submitter Sponsor (or authorized representative):** Massachusetts Mutual Life Insurance Company  
**Address:** 1295 State Street Springfield, MA 01111-0001  
**Telephone number:** (800) 309-3539

**IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401 (a), to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2011-49. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.50 of the Plan.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #05. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer’s needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

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

Buddy Dyer Board Chair  
(Name of authorized representative) (Title)

\_\_\_\_\_  
(Signature) 1/28/2021 (Date)

ADDENDUM I

**SECTION 6A  
MATCHING CONTRIBUTIONS**

6A-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan? *[Note that this Section 6A only applies if the Employer is matching Elective Deferral made under another plan maintained by the Employer or with respect to Pick-Up Contributions or After-Tax Employee Contributions under this Plan.]*

- Yes.**
- No.** *[If "No" is checked, skip to Section 7.]*

6A-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6A-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6A-6 below. *[See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]*

- (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.
- (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
  - (1) \_\_\_% of Eligible Contributions made for each period designated in AA §6A-5 below.
  - (2) \$\_\_\_ for each period designated in AA §6A-5 below.
- (c) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

- (d) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions (as defined in AA §6A-3) to all Participants based on Years of Service with the Employer.

Years of Service	Matching %
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (4) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (5) Years of Service equal to and above ___	_____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

*[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.]*

Contract No. 150474-0001-0000

- (e) **Based on employment agreement.** The Employer will make a Matching Contribution determined in accordance with the terms of the Employment agreement between an Eligible Employee and the Employer. *[If this subsection (e) is checked, the provisions of an Employment agreement addressing retirement benefits will override any selection under this AA §6A-2.]*
- (f) **Describe special rules for determining Matching Contribution formula:** The Employer will make a fixed Matching Contribution for each Participant equal to 50% of Eligible Contributions made for each period designated in AA §6A-5 below. Notwithstanding the foregoing, if there is an Employment contract between an Eligible Employee and the Employer, any provisions of the Employment contract addressing retirement benefits will override the specifications in this AA §6A-2.
- 6A-3 ELIGIBLE CONTRIBUTIONS.** Unless designated otherwise under this AA §6A-3, the Matching Contribution described in AA §6A-2 will apply to all Eligible Contributions authorized under AA §6-6.
- (a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6A-2 will apply only to the Eligible Contributions selected below:
- (1) Voluntary After-Tax Employee Contributions under AA §6-6(a).
- (2) Mandatory After-Tax Employee Contributions under AA §6-6(b).
- (3) Employer Pick-Up Contributions under AA §6-6(c).
- (b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6A-2 will apply to elective deferrals under the following plan maintained by the Employer: LYNX Deferred Compensation Plan
- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6A-3: \_\_\_\_\_
- [Note: Subsection (c) may be used to describe any special provisions applicable to Matching Contributions provided with respect to Eligible Contributions under this Plan or elective deferrals made under another plan maintained by the Employer.]*
- 6A-4 LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6A-2 above, all Eligible Contributions designated under AA §6A-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6A-4.
- (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6A-2 above apply only to Eligible Contributions under AA §6A-3 that do not exceed:
- (1) 3 % of Plan Compensation.
- (2) \$\_\_\_\_\_.
- (3) A discretionary amount determined by the Employer.
- [Note: If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*
- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6A-2 above will not exceed:
- (1) 1.5 % of Plan Compensation.
- (2) \$\_\_\_\_\_.
- (c) **Special limits applicable to Matching Contributions:** \_\_\_\_\_
- 6A-5 PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6A-2 above (including any limitations on such amounts under AA §6A-4) are based on Eligible Contributions under AA §6A-3 and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6A-2 and AA §6A-4, complete this AA §6A-5.
- (a) payroll period
- (b) Plan Year quarter
- (c) calendar month
- (d) Other: \_\_\_\_\_

[*Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6A-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6A-5.*]

[*Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6A-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions under AA §6A-3 and/or Plan Compensation for the entire period selected in this AA §6A-5. If a period other than the Plan Year is selected under this AA §6A-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6A-5. See Section 3.02(a)(2)(ii) of the Plan.*]

6A-6 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6A-6 to receive an allocation of Matching Contributions under the Plan.

- (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- (c) **Minimum service condition.** An Employee must be credited with at least:
- (1) \_\_\_\_\_ Hours of Service during the Plan Year.
- (i) Hours of Service are determined using actual Hours of Service.
- (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):
- (A) Monthly  (B) Weekly
- (C) Daily  (D) Semi-monthly
- (2) \_\_\_\_\_ consecutive days of employment with the Employer during the Plan Year.
- (d) **Exceptions.**
- (1) The above allocation condition(s) will **not** apply if the Employee:
- (i) dies during the Plan Year.
- (ii) terminates employment as a result of becoming Disabled.
- (iii) terminates employment after attaining Normal Retirement Age.
- (iv) terminates employment after attaining Early Retirement Age.
- (v) is on an authorized leave of absence from the Employer.
- (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
- (3) The exceptions selected under subsection (1) do not apply to:
- (i) an employment condition designated under subsection (b) above.
- (ii) a minimum service condition designated under subsection (c) above.
- (e) **Describe** any special rules governing the allocation conditions under the Plan: \_\_\_\_\_



# LYNX Oversight Committee Agenda

## Action Agenda Item #7.A.

**To:** LYNX Oversight Committee

**From:** James E. Harrison Esq., P.E.  
CEO  
Dyana Blickle  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6063

**Item Name:** Election of the 2021 Oversight Committee Officers

**Date:** 1/28/2021

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### **ACTION REQUESTED:**

Per Administrative Rule 2.12.1, E, the Oversight Committee shall annually elect from its members a Chairman and Vice Chairman.

General Counsel will guide the Oversight Committee in the election of officers for the upcoming year.