

LYNX Oversight Committee Agenda

Meeting Date: 5/23/2019
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 Meeting Minutes 04.25.19

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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. Committee Consent Agenda Items



- A. Authorization to Adopt the Amended LYNX Anti-Drug and Alcohol Misuse Preventative Program Policy for Safety-Sensitive Employees.

Pg 9

-Attachments



- B. Authorization to Release a Request for Proposal (RFP) for Purchasing and Upgrading Automatic Passenger Counters Including Installation on up to 254 Fixed Route Buses

Pg 33

7. Committee Discussion Items



- A. College Pass Program Update

Pg 35

-Attachments




8. Committee Action Items









- A. Authorization to Execute a Public Transit Grant Agreement with the Florida Department of Transportation for FY2020 Block Grant Funding in the Amount of \$11,620,340

Pg 46

-Attachments 

- B.  Authorization to Execute Bus Service Agreement #19-C62 with the City of Kissimmee for Link 709 (Kissimmee Connector) in the Amount of \$513,346 for a Period of Two (2) Years Pg 49

-Attachments 

- C.  Authorization to Extend Contract #13-C15 with Baker & Hostetler, LLP, for Labor/Employment Legal Services for a Period of Six (6) Months with no Increase in Not to Exceed Amount Pg 63
- D.  Authorization to Extend Contract #13-C16 with Akerman, LLP, for General Counsel Legal Services for a Period of Six (6) Months with an Increase in the Not to Exceed Amount of \$750,000 Pg 64
- E.  Authorization to Extend Contract #14-C27 with Zimmerman, Kiser & Sutcliffe, P.A., and Contract #14-C29 with Hilyard, Bogan & Palmer for Tort Legal Services for a Period of Six (6) Months with an Increase in the Not to Exceed Amount of \$750,000 for Both Contracts Pg 65
- F.  Authorization to Extend Contract #14-C30 with Bolton & Helm, LLP, for Workers' Compensation Legal Services for a Period of Six (6) Months with No Increase in Not to Exceed Amount Pg 66
- G.  Authorization to Release Requests for Proposals (RFP) in the Following Legal Service Areas: General Counsel, Labor/Employment, Workers' Compensation, Tort/General Liability, Pension and Equal Employment Opportunity Claims Pg 67
- H.  Authorization to Recruit and Hire an In-House Attorney Pg 69

9. Committee Information Items

- A.  Update on Paratransit Services Pg 70

10. Other Business

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
2nd Floor, Open Space Conference Room
Orlando, FL 32801

DATE: April 25, 2019

TIME: 10:30 a.m.

Members in Attendance:

Viviana Janer, Chair, Osceola County
Lee Constantine, Seminole County
Claudia Korobkoff, City of Orlando
Renzo Natasi, Orange County
Billy Hattaway, City of Orlando

Staff Members in Attendance:

Jim Harrison, Interim Chief Executive Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
Bert Francis, Chief Financial Officer
William Slot, Chief Innovation and Sustainability Officer
Leonard Antmann, Director of Finance

Members Absent:

Jo Santiago, FDOT (attended in audience)
Billy Hattaway, City of Orlando

1. Call to Order

The meeting was called to order at 10:38 a.m.

2. Approval of Minutes

A motion to approve the April 4, 2019 Oversight Committee meeting minutes was made by Renzo Nastasi and seconded by Commissioner Constantine. Motion carried unanimously.

3. Public Comments

John Andrews, 7550 Hinson Street, Orlando, FL. addressed the committee with a request to amend item 6C: Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) FY19 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program, for LYMMO Electric Buses and Charging.

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

Jim Harrison, Chief Executive Officer reported that there were a few items on the agenda that are sole source items. He stated he was not a fan of Sole Sources unless it is **absolutely necessary. He has spent some time with staff to learn the processes and procedures.**

5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Committee Chairperson addressed the committee with the items that were heard and approved at the Finance and Audit Committee meeting of April 12, 2019.

Ms. Clavijo provided a brief update stating the Finance & Audit Committee heard a presentation/discussion on understanding the Paratransit eligibility process, this will be an ongoing conversation. The Committee Action items discussed, amongst them was the Reserve Level. The Reserves would be 1.5% lower than what the requirement that was shown. The committee requested that LYNX staff think about the plan for this moving forward. The Committee also approved to move forward with the FY20 Preliminary Operating Budget to the Oversight Committee. It was requested that the bus service agreements be looked into, to ensure that rates are fare. LYNX staff will bring this back to the committee.

6. Committee Consent Agenda Items

- A. Authorization to Exercise First Option Year of Contract 16-C10 with American Janitorial, Inc. for Lawn Maintenance and Trash Removal Service for LYNX Bus Stops and Shelters with an Annual Not to Exceed \$612,000
- B. Authorization to Enter into a Piggy Back Contract with Proterra, Inc., for Procurement of One (1) Electric Power 35 Foot Bus Including Charging Infrastructure for an Amount Not to Exceed \$850,000
- C. Authorization to Submit a Grant Application to the Federal Transit Administration (FTA) FY19 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program, for LYMMO Electric Buses and Charging
- D. Authorization to Submit a Grant Application under the Florida Commission for the Transportation Disadvantaged Rural Area Capital Assistance Grant Program for Paratransit Validators
- E. Authorization to Approve Claim Settlements up to the Statutory Cap Pursuant to Section 726.28, Florida Statutes and Administrative Rule 6.

Commissioner Constantine moved to approve, and Claudia Korobkoff seconded. Motion passed unanimously.

7. Committee Discussion Item

A. Discussion on Pension, presented by Bert Francis Chief Financial Officer

Mr. Francis reported that LYNX had not done an actuarial review of all of the assumptions that go into the Pension Plan for quite some time and LYNX engaged the actuaries to look at those assumptions to see if they can come to a common ground for purposes of calculating the contribution rate going forward. Mr. Francis stated this was the first time it had been unanimous, and that the entire board including the two attorneys from each side came to a consensus.

B. Update on Audit Comment Regarding Davis Bacon Reporting, presented by Bert Francis Chief Financial Officer

Mr. Francis stated there was an immaterial item that came as a result of the audit, due to two contractors that are subject to Davis Bacon and one of them was slow at getting their information to us. The current Procurement manager has created a check list and is providing staff members with ongoing training. A new staff member has been added to ensure information is processed in a timely matter.

8. Committee Action Item

A. Update on Reserves

Bert Francis provided a Power Point Update on the reserves. He exhibited an original chart that was established by the board which talks about cash reserves. This has been modified to what is the unrestricted net position.

Mr. Francis stated they moved out a couple of items that were not necessary, such as the 5% contingency. The policy recommends that you should keep up to 5%, but it is not required. This year LYNX has zero and is still within the policy.

In addition, the Self Insurance Surplus of 1.7 million, was removed out of the current operating requirement. This is already earmarked on the balance sheet and was not necessary. Compensated absences was also removed as it is not required.

FY2019 requirement will be \$29 million. With our unrestricted net position, we are about 93% of what the requirement is.

The FY 20 budget is not complete, there are a few open items still pending responses that may be in our favor.

The TD billing may increase for the year, this can also go towards the reserve balance. This will not be discovered until another couple of months. There is a plan to get it back to the \$29 million level.

Mr. Francis would like to take it back to the Finance Committee for one final look. The cash balance is \$27 million. In a net unrestricted position, that may be a different balance. At the end of September, the cash balance was \$27 million, and in December it was \$37 million. As Federal funding and state block grant money came in, the cash balance bumped up by almost \$10 million. The cash balance fluctuates throughout the year, **it wasn't as** bad as the end of September but it will fluctuate. They will continue to look at the unrestricted net position, and if that changes, it will be brought back to the committee. The reserve is funded at 93%. There is no plan to use any reserves to balance the budget.

Commissioner Janer stated she looks forward to a new report in the next couple of months.

B. Recommendation of FY 2020 Preliminary Operating Budget

Mr. Francis said he is focusing on the 3 key basics:

To go back to the funding model; to maintain our current service levels, and maintain the current reserve level.

In FY19 we had \$142 million budget. In FY20, the preliminary budget is about \$148 million, a \$6 million dollar increase from last year. He provided a breakdown on the revenue side. Customer fares are maintaining. Contract services has been under much discussion. Advertising revenues was bumped up. On the Federal revenue side, **it's the** same level preventative maintenance that we are using this year as we used last year. We are using about \$10 million next year. State revenue, we have not heard a final **number from FDOT, we're maintaining but hopeful the amount changes.**

He spoke about the local revenue funding partner amounts we receive. Last year was \$59 million and this year it will be \$71 million to balance the budget.

On the expense side, the biggest items on the budget are the salaries, wages and purchase transportation. Salary and wages goes up about 4.9%, 3rd year Union agreement is also included, and the cost of living adjustment and benefits increased lightly. Other services remain about the same. The fuel hedging program has provided good results.

Mr. Francis stated this was a balanced budget not using the reserves. With an increase in the funding partners.

LYNX may receive additional TD funds but were not calculated in this report.

Mr. Francis discussed the bus service agreements. Explaining that the funding partners pay \$71.22 an hour. The real cost to run that service for LYNX is \$95.52. The question was if

LYNX provides that same service to other entities (Shingle Creek, Lake County, and Polk County)? Shingle Creek has gotten the most attention as it was signed in 2006 but the rate has never changed and need to be adjusted.

Chair Janer expressed her concerns with agreements that are not within the Local Funding Partners Jurisdiction, such as Shingle Creek and Lake and Polk County which we do not receive state assistance for. They need to pay the full cost, otherwise the funding partners are subsidizing transportation in Lake and Polk Counties.

Commissioner Constantine said that the only one paying the actual costs is the high school. It was recommended that LYNX staff review the agreements and re-negotiate with them. He will be interested in listening to their concerns if they express any.

Mr. Harrison confirmed: Shingle Creek, needs to be addressed, Kissimmee Circulator is within the current rate but Lake and Polk County need to be addressed and pay the full amount of \$95.52.

Chair Janer said Commissioner Constantine agreed they would like to have Reedy Creek reevaluated as well.

Mr. Harrison is to look at this agreement more in depth. Econ River High School and the City of Orlando are good.

A motion to recommend the Preliminary 2020 Budget to the Board and review the Bus Service Agreements was made by Commissioner Constantine and seconded by Secretary Shannon. Motion passed unanimously.

9. Committee Information Items (for review purposes only)

A. State Road 436 Transit Corridor Study - Project Update

Myles O'Keefe, illustrated a Power Point presentation and provided several primary BRT Alternatives that were reviewed as a partner agency working group, along with a few recommendations. Myles discussed the Transit Project Cost Estimates, what it would cost to build BRT and how the local match would work depending on the alternative that is selected.

Secretary Shannon noted that he did not see the benefit of the options that were provided. Commissioner Janer **asked Myles O'Keefe** to share a hard copy of his analysis of the benefits for each of the alternatives with each of the funding partners.

10. Other Business:

A. Review of LYNX Board of Directors Agenda for April 25, 2019

Mr. Harrison reviewed the **Agenda for the Board of Director's Meeting** for that afternoon. He noted that there was an error on the Agenda under Other Business that should not be on the agenda. He also noted that there is an Executive Session on the agenda for a Pending litigation and said this item can be removed because there was discussion and the Executive Session is cancelled. Should an Executive Session be necessary, the next hearing is in July, and there is time to schedule an Executive Session should a need arise. Mr. Harrison recommended that the Chairman announce that the Executive Session has been cancelled.

The meeting adjourned at 11:43 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the April 4, 2019 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.A.

To: LYNX Oversight Committee

From: **Tellis Chandler**
Dir Risk Management And Safety
Tellis Chandler
Technical Contact
Terri Setterington
Technical Contact
Rafael Acevedo
Technical Contact

Phone: 407.841.2279 ext: 6154

Item Name: Request for Proposal (RFP)
Authorization to Adopt the Amended LYNX Anti-Drug and Alcohol Misuse Preventative Program Policy for Safety-Sensitive Employees.

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the amended LYNX Anti-drug and Alcohol Misuse Preventative Program Policy for Safety-sensitive employees.

BACKGROUND:

LYNX' Safety, Security and Risk Management Division staff along with Human Resource staff have been working to amend the current policy to bring into compliance with the Federal Transportation Administration (FTA) and the U.S. Department of Transportation (USDOT) audit findings of February 14, 2019. The amended policy updates the consequences for testing above 0.02-0.039, adds additional safety-sensitive positions, clarifies the time period reporting criminal drug convictions, and redefines fatal accidents according to the Federal Transportation Administration (FTA).

Once approved the amended policy will take effect immediately.

FISCAL IMPACT:

No fiscal impact.

HUMAN RESOURCES POLICY/PROCEDURE	Policy Number:
SUBJECT:	EFFECTIVE DATE:
SIGNATURE OF APPROVAL:	REVISION NUMBER: REPLACES:
James E. Harrison, Esq, P.E. Chief Executive Officer, LYNX	APPROVED DATE:

OBJECTIVE:

The Central Florida Regional Transportation Authority (hereinafter “Authority”) was created by Part III, Chapter 343, Florida Statutes, to own, operate, maintain and manage a public transportation system in the area of Seminole, Orange, Osceola Counties, and to adopt such policies as may be necessary to govern the operating of a public transportation system and public transportation facilities. The Chief Executive Officer is authorized to establish and administer such policies. Therefore, it is necessary to establish a Substance Abuse Program Policy for Safety Sensitive Positions.

SCOPE:

This policy applies to all safety-sensitive transit system employees, paid safety-sensitive part-time employees, contract employees, volunteers (when they receive remuneration) and contractors when they are on transit property or when performing any transit-related safety-sensitive business. Some provisions of this policy exceed the requirements of Part 655 and are *italicized* below.

AUTHORITY:

Authority for this policy and procedure are as follows:

- Florida Statutes, Title XXVI, Chapter 343, Part III
- Administrative Rule 2, Board Governance (By Laws), Rule 2.6 Policies and Procedures
- Administrative Rule 3, Human Resources

LYNX employees are our most valuable resource; therefore, it is the Agency's goal to provide a healthy, satisfying work environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
- Encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

This policy is also intended to comply with all applicable Federal regulations governing workplace substance abuse and drug free workplace programs in the transit industry. The Federal Transit Administration (FTA) of the U. S. Department of Transportation (DOT) has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. LYNX Policy incorporates these requirements. .

All provisions of this policy that are being implemented solely under LYNX authority (i.e., non-DOT/FTA requirements) are denoted by italicized type.

LYNX is dedicated to assuring fair and equitable application of the Substance Abuse Program Policy. Therefore, supervisors, managers and directors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor, manager or director who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action up to and including termination of employment.

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1. Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse.

49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or when an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol-testing program of LYNX will be conducted in accordance with 49 CFR Parts 40 and 655, as amended.

Employees may request copies of the applicable regulations by contacting LYNX Designated Employer Representative (DER) listed in Section 28 of this Policy. Also, a copy of these procedures may be obtained from the Human Resources Department, or on-line in the Policies and Procedure section of <http://inlynx/InLYNX/main.asp>. It should be noted that 49 CFR Part 40 is also available on-line at <http://www.dot.gov/ost/dapc/index.html>. The DER is the custodian of the Drug & Alcohol records.

2. Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the misuse of alcohol and the use of prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 29, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.

3. Covered Employees

This policy applies to all safety-sensitive transit system employees, paid safety-sensitive part-time employees, contract employees, volunteers (when they receive remuneration) and contractors when they are on transit property or when performing any transit-related safety-sensitive business. This policy applies to off-site lunch periods, breaks, and/or off-duty hours, when an employee is scheduled to return to work. All policy items are implemented under the authority of the US Department of Transportation and/or the Federal Transit Administration (FTA). Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service;
2. Operate a non-revenue service vehicle when such vehicle is required to be operated by a holder of a commercial driver's license;
3. Control the movement/dispatch of a revenue service vehicle;
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service;
5. Carry a firearm for security purposes;
6. May perform any of the above safety-sensitive functions in a supervisory or training role.

The following LYNX positions are considered safety-sensitive positions:

Transportation

- Deputy Director of Transportation
- Manager of Transportation
- Transportation Supervisor, Administration
- Transportation Supervisor
- Bus Operator
- Dispatchers

Human Resources

- Training and Development Coordinator
- Trainer (for Safety-Sensitive Positions)

Maintenance

- Director of Maintenance
- Manager of Vehicle Maintenance
- Maintenance Supervisor
- Supervisor of Training

- Technician: A, B and C
- Service Island Attendant
- Service Person

Planning

- Service Planner

Mobility

- Director of Mobility Services
- Deputy Director of Mobility Services
- Manager of Mobility Services
- Manager of Customer Service
- Safety & Training Coordinator
- Mobility Services Supervisors
- Mobility Services Representatives

4. Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40, the following are prohibited substances:

- Cocaine
- Opioids (e.g., heroin, codeine, hydrocodone, oxycodone, oxycodone and hydrocodone)
- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA-Ecstasy)
- Alcohol Misuse as defined in Section 23, below.

Use of the five illegal drugs listed above is prohibited at all times.

5. Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought before performing safety-sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited. This includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs. This includes any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.

LYNX strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform, in order to ensure that appropriate medications are prescribed. Therefore, all safety-sensitive employees have the responsibility to explain their job duties to their medical practitioner and ensure that the use of prescribed medication will not pose a safety risk to themselves, other employees, or the general public. It is recommended that the employee provide the medical professional with a copy of their current job description. Copies of job descriptions may be obtained by contacting Human Resources. Medications whose labels indicate, "May cause drowsiness," "affect mental functioning, motor skills or judgment," should not be selected.

It is the responsibility of every safety-sensitive employee, when selecting an over-the-counter medication, to read all warning labels before selecting it for use while in a working status.

Safety-sensitive employees who fail to comply with this section and subsequently have an accident are subject to discipline, up to and including discharge. It is imperative that employees inform their physicians and/or pharmacists of their employment requirements regarding fitness for duty prior to obtaining medication.

6. Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results.

All urine drug testing and breath alcohol testing will be conducted in accordance, where applicable, with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, LYNX shall not release employee information that is contained in records maintained per 49 CFR Part 655.73.
2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
3. LYNX shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.
4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

7. Employee Responsibility to Notify LYNX of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to notify LYNX within 24 hours of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. The violating employee shall be immediately removed from safety-sensitive duties. A criminal drug conviction will result in termination of employment.

8. Employee Training

All safety-sensitive employees will undergo a minimum of sixty (60) minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use in personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive sixty (60) minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and sixty (60) minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

9. Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, LYNX must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two (2) years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. LYNX will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to LYNX. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for LYNX.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return-to-duty process in addition to a pre-employment drug test with negative results, prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

10. Pre-Employment Testing

All safety-sensitive position applicants and transferees shall undergo a urine drug test prior to placement in a safety-sensitive position. LYNX must be in receipt of a negative urine drug test result prior to the performance of any safety-sensitive function. A canceled test result will require an applicant to undergo a subsequent pre-employment urine drug test, until a negative test result can be obtained. It should be noted that a positive drug test is cause for an applicant not to be hired.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was removed from the random testing pool during that time, will be subject to a pre-employment urine drug test. LYNX must be in receipt of a negative drug test result prior to the employee being reinstated to safety-sensitive duty.

LYNX test safety sensitive employees for drugs who have been out on authorized leave for periods of thirty (30) days or more. Tests will be recorded as "other/policy" on chain of custody forms (CCF). Employees who refuse to take this will be terminated under LYNX's policy. This will not be considered a refusal under FTA's part 655.

11. Random Testing

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and controlled substances testing shall be in accordance with 49 CFR Part 655, as amended.

The administering of random testing shall be spread reasonably throughout the calendar year and throughout all times of day when safety-sensitive functions are performed. Each covered employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the testing site.

Random alcohol testing may only be conducted while an employee is performing a safety-sensitive function or just before the employee is to perform a safety-sensitive function or just after the employee has performed a safety-sensitive function.

Random urine drug testing may be conducted anytime while an employee is on duty or on call for duty.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

12. Reasonable Suspicion Testing

All safety-sensitive employees are subject to reasonable suspicion urine drug testing and/or breathe alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior, speech, or body odors of the employee. Reasonable suspicion testing for alcohol misuse may only be conducted when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FTA regulations.

13. Post-Accident Testing

Fatal Accident: As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee(s) i.e., maintenance personnel, dispatchers, controllers, whose performance could have contributed to the accident, as determined by LYNX using the best information available at the time of the decision, will be tested.

Non-Fatal Accident: Post-accident drug and alcohol testing shall be conducted if an accident results in injuries requiring immediate medical treatment away from the scene, and/or if one or more vehicles incurs disabling damage that requires towing from a site; unless LYNX determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive employee whose performance could have contributed to the accident also shall be tested. The decision regarding whether or not the employee's performance could have contributed to the accident will be made in the sole discretion of LYNX using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post-accident tests will be done as soon as possible, all reasonable efforts shall be made to test the safety-sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required testing windows listed above, LYNX shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond LYNX's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by LYNX (per 49 CFR Part 655.44).

Safety-sensitive employees who report an occupational injury or illnesses will be tested for both drug and alcohol under LYNX authority using Non-DOT forms. Employees that refuse to take this test will be terminated under LYNX's policy and is not considered a FTA refusal under part 655.

14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 9-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have “refused testing”. That employee will face the same consequences as if he or she produced a verified positive urine drug test result.

The following actions constitute a “refusal to test” in accordance with 49 CFR Part 40, as amended:

- (1) Failing to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer. (Pre-employment testing is not applicable);
- (2) Failing to remain at the testing site until the testing process is complete;
- (3) Failing to attempt to provide a urine specimen for any drug test required by this part or DOT agency regulations;
- (4) In the case of a directly observed or monitored collection in a drug test, failing to permit the observation or monitoring of your provision of a specimen;
- (5) Failing to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- (6) Failing or declining to take an additional drug test the employer or collector has directed you to take;
- (7) Failing to undergo a medical examination or evaluation, as directed by the MRO (Medical Review Officer) as part of the verification process, or as directed by LYNX;
- (8) Failing to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector);
- (9) For an observed collection, failing to follow the observer’s instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
- (10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- (11) Admitting to the collector or MRO that you adulterated or substituted the specimen;
- (12) When the MRO verifies your drug test result as adulterated or substituted.

Refusals to test will result in employee’s immediate removal from safety-sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

15. Shy Bladder

If a safety-sensitive employee cannot provide a sufficient urine specimen (Section 40.193(b)) the following will apply:

- The donor should attempt to drink no more than 40 ounces of fluid. Leaving the collection site before the process is complete will be considered a refusal to submit to a test. If the donor refuses to drink fluids, this is not considered a refusal to take a drug test.
- If the donor has not provided a sufficient specimen within three hours of the first unsuccessful attempt, the test will be discontinued and the LYNX Designated Employer Representative (DER) will be immediately notified. In coordination with the Medical Review Officer (MRO), the donor will be required to submit to a medical evaluation within five (5) days. The evaluation will be performed by a licensed physician, acceptable to the MRO, with expertise in the medical issue that contributed to the employee's failure to provide a sufficient specimen. If a donor does not cooperate with the requirements of the medical examination, it will be considered a refusal to submit to a test.
- If an employee is required to have a medical examination for shy bladder, *this will be at the employee's expense*. The employee will assume responsibility for paying the licensed medical practitioner directly if it is not otherwise covered by the employee's medical insurance.
- Based upon the findings of the medical examination, the MRO will make one of the following determinations:
 - A medical condition has or probably could have, precluded the donor from providing a sufficient amount of urine and the test will be cancelled. A re-test will be scheduled based upon the recommendations of the MRO.
 - There is not an adequate basis for determining that a medical condition has or probably could have precluded the employee from providing a sufficient amount of urine. The test will be documented as a refusal to submit to a test.

16. Observed Urine Drug Collections

Observed collections are required in the following circumstances:

- All return-to-duty tests;
- All follow-up tests;

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be canceled because the test of the split specimen could not be performed.

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup. The collector/observer must be of the same gender as the employee being observed.

17. Specimen Analysis

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

18. Dilute Test Results

Upon receipt of MRO verified **negative-dilute** drug test results with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, LYNX will exercise the option to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The collection of the second specimen will not be conducted under direct observation. The result of the second urine drug test will be accepted as the final result.

LYNX will exercise this option uniformly for all pre-employment and random tests that produce a negative-dilute test result with creatinine levels greater than 5mg/dl but less than 20mg/dl.

Upon receipt of a **positive-dilute** urine drug test result, LYNX will immediately remove the employee from safety-sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. A positive dilute result is always deemed as a final positive result.

Per LYNX Authority, violation of this substance abuse policy will result in termination of employment.

19. Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. LYNX shall use the following MRO:

Name of MRO:	Dr. Jock Snedden, MD CareSpot
Address:	7751 Kingspointe PKWY, Suite 114 Orlando, Florida 32819
Phone Number:	407-581-9672
Fax Number:	407-581-9673

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed positive marijuana (THC) test result as a negative. Consumption of a hemp food product or use of medical marijuana are not to be considered legitimate medical explanations for the presence of a prohibited substance or metabolite in an individual's specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

20. Verified Positive Results

MRO verified positive urine drug tests will result in immediate removal from safety-sensitive duties and information regarding the services of a DOT qualified Substance Abuse Professional, as outlined in 49 CFR 40.281 Subpart O will be provided. See Section 26: *"Disciplinary Consequences for a Positive Test for Prohibited Drugs"*.

21. Canceled/Invalid Test Results

A drug test that has been declared canceled by the Medical Review Officer (MRO), because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a canceled test.

When a negative urine drug test result is required (as is the case with pre-employment, return-to-duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return-to-duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be canceled and therefore considered neither positive nor negative.

22. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, LYNX is required to ensure that the cost of the split specimen testing is covered, in order for a timely analysis of the sample. LYNX will seek reimbursement from the employee for the cost of the completed test, if the results reconfirm the original positive finding.

23. Alcohol

For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 655 authorizes alcohol testing and requires LYNX to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

All safety-sensitive employees will be tested for alcohol and or drugs in the following circumstances: pre-employment, post-accident, reasonable suspicion, and random as set forth in 49 CFR 655.31.

24. Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having a breath alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be impaired by alcohol while performing safety-sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within (4) four hours prior to performing a safety-sensitive function or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident alcohol test, whichever occurs first. On-call employees are prohibited from consuming alcohol for the specified on-call hours defined by their work schedule. All on-call employees will be given the opportunity to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function. If an on-call employee acknowledges the use of alcohol, but claims he/she can perform their duty, they will be required to take an alcohol test.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to LYNX in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

LYNX affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentially shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. *A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 will be terminated.* The employee will not be referred to a DOT qualified Substance Abuse Professional.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. An employee testing positive for alcohol will be immediately removed from safety-sensitive duty and will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

Operating a CDL required vehicle with a blood concentration of 0.04 or higher is considered "Driving While Impaired" in the State of Florida. Penalties for DUIs can include expensive fines, license revocation and jail time. Convictions must remain on your record for 75 years. *Any employee that has a concentration of 0.08 or higher and attempts to operate his/her vehicle, law enforcement will be notified.*

No LYNX employee is permitted to report for duty or remain on duty when their ability to perform assigned functions is adversely affected by alcohol or when their breath alcohol concentration is 0.02 or greater. No employee shall consume alcohol while on duty, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function.

Per LYNX Authority, violation of this Substance Abuse Program Policy will result in termination of employment.

25. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

- (1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- (2) Fail to remain at the testing site until the testing process is complete.
- (3) Fail to attempt to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations.
- (4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- (5) Fail to undergo a medical examination or evaluation, as directed by the LYNX DER.
- (6) Fail to sign the certification at Step 2 of the ATF.
- (7) Fail to cooperate with any part of the testing process.

Per LYNX Authority, violation of this Substance Abuse Program Policy will result in the termination of employment and/or exclusion from hire.

26. Prohibited Conduct

The Manufacture, Trafficking, Possession and Use as outlined in the Drug-Free Workplace Act of 1988, transit system employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of prohibited substances on LYNX premises, in transit vehicles, in uniform or while on company business. Compliance with the Drug-Free Workplace Act of 1988 is required of all recipients of Federal funding and is a condition of employment for all LYNX employees to abide by its terms.

Under the Drug-Free Workplace Act, all employees are required to notify LYNX of any criminal drug conviction or arrest within five (5) days after such conviction or arrest. Failure to comply with this provision shall result in disciplinary action up to and including termination of employment. LYNX will notify FTA of any employee criminal drug statute conviction within ten (10) days of notification of conviction.

Employees who violate this provision will be discharged. Where criminal activity is suspected, law enforcement shall be notified as appropriate,

27. Disciplinary Consequences

A Commercial Driver's License Suspension Due To A DUI Conviction:

Employees must notify LYNX immediately (within twenty-four (24) hours) of receiving the DWI/DUI. Any safety-sensitive employee who has been arrested for DWI/DUI will be suspended or may be re-assigned to a non-safety-sensitive position, should a position be available, for a maximum period of ninety (90) days and will not be permitted to operate

any LYNX vehicle, under any circumstances. If the employee's CDL is not reinstated at the end of ninety (90) days, he/she will be terminated.

Disciplinary Consequences for Non-Negative Alcohol Test Results:

The Federal regulations require that any individual who refuses to submit to a test, has a verified positive drug test result, has a breath alcohol concentration of 0.04 or greater or has an alcohol concentration of 0.02 or greater but less than 0.04 must be immediately removed from his/her safety-sensitive position.

It is LYNX's policy to terminate the employment of any employee occupying a safety-sensitive position that has an alcohol concentration of 0.02 or greater or who refuses to submit to a test.

Disciplinary Consequences for a Non-Negative Test Result for Prohibited Drugs:

Prohibited drugs include marijuana, cocaine, opioids, phencyclidine and amphetamines. *Under LYNX Policy, any employee testing positive for drugs will be immediately terminated.*

28. Voluntary Treatment Requirements

The provisions of this section apply to employees who voluntarily seek treatment before a disciplinary matter develops and/or prior to notification for a drug or alcohol test.

*All employees are encouraged to voluntarily make use of the available resources for treatment for alcohol misuse and illegal drug use or dependency. If an employee voluntarily discloses a substance abuse problem before a disciplinary matter develops and/ or before notification for a required test, he or she will be subject to substance abuse treatment, sequence testing under LYNX authority (**using non-DOT testing forms**) and will receive a Re-entry Contract.*

The employee who voluntarily informs LYNX Management of his or her drug or alcohol use or dependency will be referred to the Employee Assistance Program (EAP). The employee will be evaluated by an addiction counselor. The employee will adhere to the course of treatment as prescribed by the addiction counselor. Failure to comply with the requirements for treatment shall be grounds for termination.

The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees who voluntarily disclose a substance abuse problem will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

After completion of treatment, the employee will be required to pass a non-DOT drug and/or alcohol test and will receive a Re-Entry Contract. The non-DOT drug test is a split sample. The purpose of the drug and/or alcohol testing is to provide a degree of assurance that the employee is drug and/or alcohol free (i.e., the employee is able to return to work without undue concern of continued drug abuse or alcohol misuse). A test will include drug and/or alcohol testing as well as other return-to-duty requirements. The employee must have a verified negative drug test result and/or a negative breath alcohol test result before returning to work.

After treatment and a negative drug and alcohol test, the employee will be eligible for a Re-Entry Contract. The Re-Entry Contract may include (but is not limited to):

- *An unpaid minimum of a thirty (30) day suspension. The addiction counselor will determine when the employee is eligible to return-to safety sensitive duties.*
- *Mandatory counseling with the Employee Assistance Program. The EAP will be designated by LYNX.*
- *Mandatory counseling with the addiction counselor. The EAP will designate the counselor.*
- *A negative non-DOT observed drug and/or alcohol test.*
- *Following instructions given to the employee by the addiction counselor.*
- *A release-to-work statement from the addiction counselor.*
- *An agreement to unannounced, frequent, non-DOT observed follow-up testing for a period of one (1) to three (3) years with at least six (6) tests performed the first year.*
- *An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.*

Any employee refusing to take a drug or alcohol test and/or with a positive test result will be subject to termination.

29. Drug and Alcohol Program Manager or Designated Employer Representative

Program Manager/Designated Employer Representative:

Name; Director of Risk Management and Safety
Address: 2500 LYNX Lane
Phone: 407-494-7234

Medical Review Officer:

Name: Dr. Jock Sneddon, MD, CareSpot
Address: 7751 Kingspointe PKWY, Suite 114
Orlando, FL 32819
Phone: 407-581-9672
Fax: 407-581-9673

Employee Assistance Program:

Name: Charles Nechtem Associates, Inc.

Phone: 1-800-531-0200

595 Bay Isles Road, Suite 115

Longboat Key, Florida 34228

Employee Acknowledgement of Receipt
Of Central Florida Regional Transportation Authority d.b.a. LYNX

Substance Abuse Policy

I have received a legible copy of CFRTA d.b.a. LYNX Substance Abuse Policy. I understand that my employment with LYNX is conditioned upon full adherence to this policy.

Employee Name: _____

Employee Signature: _____

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

Date: _____

LYNX Oversight Committee Agenda

Oversight Committee Consent Agenda Item #6.B.

To: LYNX Oversight Committee

From: William Slot
Chief Innovation Sustain Off
Tomika Monterville
Technical Contact
Kenneth Jamison
Technical Contact
Elvis Dovalles
Technical Contact

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Release a Request for Proposal (RFP) for Purchasing and Upgrading Automatic Passenger Counters Including Installation on up to 254 Fixed Route Buses

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposals (RFP) for the purchase and installation of 254 Automatic Passenger Counters (APC) for LYNX fixed route buses.

BACKGROUND:

At the December 6, 2018 Board Meeting, the LYNX Board of Directors authorized the Chief Executive Officer (CEO) or designee, to submit a grant to the Federal Transit Administration's Surface Transportation Program (STP) in the amount of \$1,841,408 for 254 Automatic Passenger Counters (APCs) and 603 ACCESS LYNX fleet surveillance cameras with 201 Digital Video Recorders (DVRs). This grant is currently in production and is anticipated for award this fiscal year.

As a result of the transition from the Clever Devices Computer Aided Dispatch (CAD) to Trapeze Ranger CAD, a total of 106 buses require replacement or upgrade of existing APC systems to remain functional. An additional 148 fixed route buses require new installations as they do not have APCs. LYNX will expend \$1,143,070 of the STP funds to install and upgrade 254 Automatic Passenger Counters (APC) units on the LYNX fixed route bus fleet.

LYNX Oversight Committee Agenda

Item	Description	# of Buses
Clever Conversion Bus	Complete Clever APC system, requires replacement	36
Clever Conversion Bus	System using current LYNX APC vendor, requires upgrade of Clever-specific components to new Trapeze-supported	70
Trapeze Buses without APCs	No APCs, require full installation	148
TOTAL UNITS		254

The 254 buses equipped through this RFP will result in 100% passenger counting through APCs and eliminates the need to perform annual, manual sampling of passengers.

The balance of the STP funds, \$698,338, will be used for the purchase of surveillance cameras and DVR's for ACCESS LYNX fleet.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

The assessed DBE participation goal for this project is 11%. LYNX requires the proposer/bidder to identify for participation all DBE and small business sub-contractors/suppliers to subcontract for portions of the work for materials, supplies and services and submit the prescribed documentation. LYNX' procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) and Small Business. The DBE officer will work with firms to ensure compliance.

FISCAL IMPACT:

LYNX staff included \$1,150,000 for this award in the FY2020 Preliminary Capital Budget for this program.

LYNX Oversight Committee Agenda

Oversight Committee Discussion Item #7.A.

To: LYNX Oversight Committee

From: Tomika Monterville
Director Of Plan & Develop
Bruce Detweiler
Technical Contact

Phone: 407.841.2279 ext: 6019

Item Name: College Pass Program Update

Date: 5/23/2019

BACKGROUND:

In 2017 and 2018, LYNX partnered with Valencia College, the University of Central Florida and Seminole State College to provide free transit trips for students and employees subsidized by the colleges/universities. This partnership has helped provide transit options to many students in Central Florida and has also helped LYNX capture new transit users.

Each of the agreements with the colleges/universities are for a period of five (5) years. LYNX staff are developing a formal policy to govern the College Pass Program and will continue to discuss future opportunities with other educational institutions.

OVERVIEW:

LYNX Staff will present highlights of the College Pass Program ridership and trends observed at all colleges/universities.



College Pass Program Update

LYNX Oversight Committee Meeting
May 23, 2019



IMAGINE



INNOVATE



CONNECT



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36 of 70

Central Florida Regional Transportation Authority

FORWARD

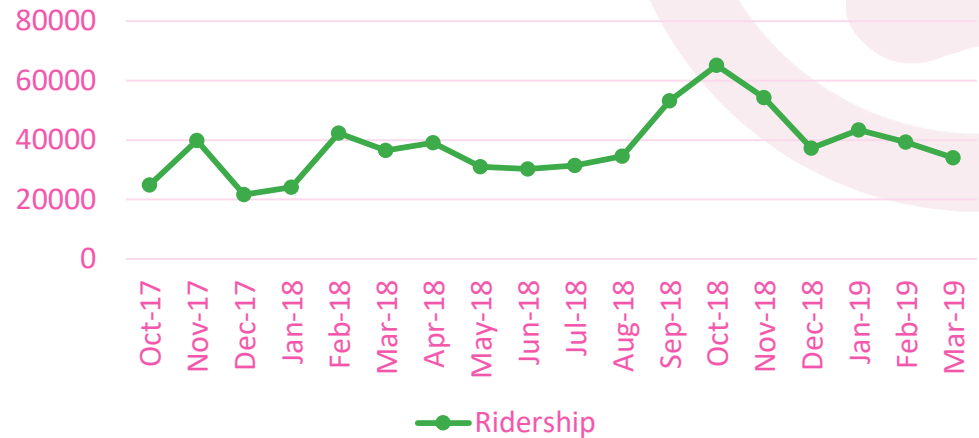
College Pass Program Background

- Colleges pay LYNX a flat fee for each year the contract is in effect, equating to \$1 per student per year
- Implementation Dates & Contract Term of Current College Pass Programs:
 - Valencia College August 15, 2017 – Five (5) Years
 - University of Central Florida December 8, 2017- Five (5)Years
 - Seminole State College January 8, 2018- Five (5) Years

Valencia College Ridership

Month/Year	Ridership
10/2017	24,934
11/17	39,830
12/17	21,626
01/2018	24,117
02/18	42,333
03/18	36,477
04/18	39,083
05/18	31,000
06/18	30,242
07/18	31,481
08/18	34,577
09/18	53,246
10/18	65,123
11/18	54,251
12/18	37,298
01/2019	43,441
02/19	39,314
03/19	34,049

Valencia College Ridership
(10/2017-3/2019)



Month	2017	2018	2019	Increase/ Decrease	Percentage Change
Oct.	24,934	65,123	-	+40,189	161%
Nov.	39,380	54,251	-	+14,871	38%
Dec.	21,626	37,298	-	+15,672	72%
Jan.	-	24,117	43,441	+19,324	80%
Feb.	-	42,333	39,314	-3,019	(7)%
Mar.	-	36,477	34,049	-2,428	(7)%

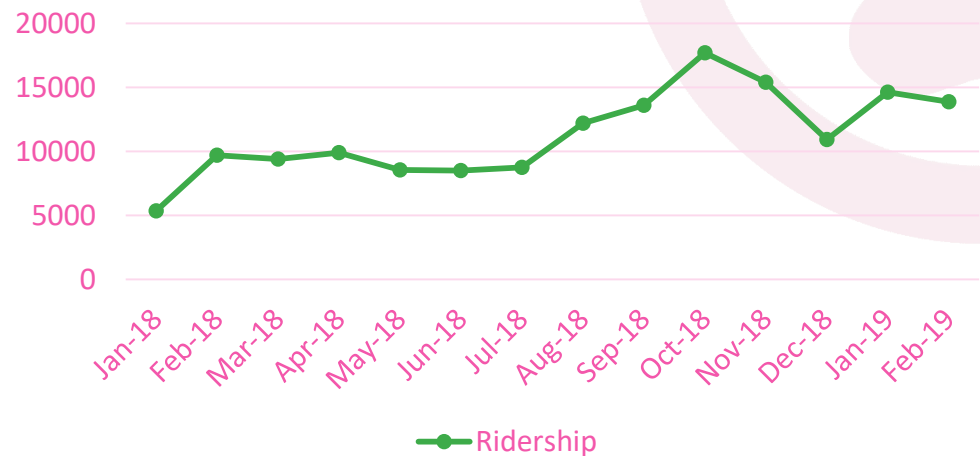
Valencia College Pass Program

- Enrollment is approximately 74,144 students
- Highest usage in Pass Program
 - Attributed to the multiple campuses in the region
- Pass good for use at all Valencia campuses
 - East, West, Osceola, Lake Nona, Poinciana, Winter Park and Downtown Orlando
- LYNX routes servicing Valencia Colleges include Links 9, 10, 15, 18, 21, 23, 26, 37, 102, 104, 301, 443, NL 631, NL 632, LYMMO Orange & Lime Lines
- Peak ridership during first full month of student attendance-October
- Lowest ridership during holiday breaks and limited school sessions-November & December

UCF Ridership

Month/Year	Ridership
01/2018	5,339
02/18	9,695
03/18	9,403
04/18	9,896
05/18	8,529
06/18	8,491
07/18	8,745
08/18	12,201
09/18	13,591
10/18	17,687
11/18	15,390
12/18	10,924
01/2019	14,606
02/19	13,877
03/19	13,810

UCF Ridership (1/2018-2/2019)



Month	2018	2019	Increase/ Decrease	Percentage Change
Jan.	5,339	14,606	+9,267	174%
Feb.	9,695	13,877	+4,182	43%
March	9,403	13,810	+4,407	47%



IMAGINE



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CONNECT



ARRIVE



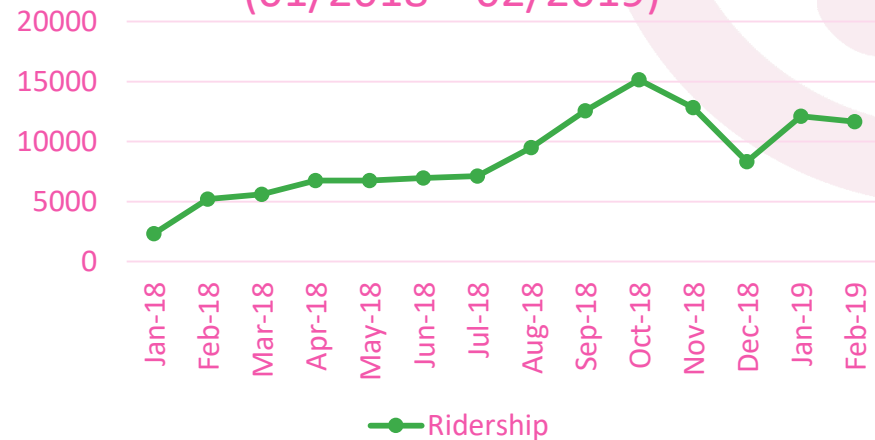
UCF Pass Program

- Enrollment is approximately 68,571 students
- Second highest usage in Pass Program
- Passes good for use for all UCF campuses (Main and Downtown Orlando)
- LYNX routes servicing UCF campuses include Links 13, 104, 434, LYMMO Orange & Lime Lines
- Peak ridership during first full month of student attendance- October
- Lowest ridership during holiday breaks and limited school sessions- November & December
- Ridership expected to increase with opening of Downtown Orlando campus in August 2019

Seminole State Ridership

Month/Year	Ridership
01/2018	2,337
02/18	5,205
03/18	5,609
04/18	6,760
05/18	6,743
06/18	6,966
07/18	7,123
08/18	9,500
09/18	12,561
10/18	15,165
11/18	12,834
12/18	8,324
01/2019	12,107
02/19	11,661
03/19	10,464

Seminole State College Ridership
(01/2018 – 02/2019)



Month	2018	2019	Increase/ Decrease	Percent Change
Jan.	2,337	12,107	+9,770	418%
Feb.	5,205	11,661	+6,456	124%
March	5,609	10,464	+4,855	87%



IMAGINE



INNOVATE



CONNECT



ARRIVE

Seminole State College Pass Program

- Enrollment is approximately 32,000 students
- Third highest usage in Pass Program
- Pass good for use at all Seminole State College campuses:
 - Sanford/Lake Mary, Altamonte Springs, Oviedo and Heathrow
- LYNX routes servicing Seminole State College campuses include Links 23, 45, 103, 434, & NL 622
- Peak ridership during first full month of student attendance- October
- Lowest ridership during holiday breaks and limited school sessions- November & December

Next Steps

- LYNX is developing a new administrative policy to formalize participant requirements and procedures for the college pass program
- Currently in discussion with several other colleges (Full Sail University & Rollins College) to join the college pass program

Questions & Comments

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.A.

To: LYNX Oversight Committee

From: **Leonard Antmann**
Director Of Finance
Belinda Balleras
Technical Contact
Prahallad Vijayvargiya
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Execute a Public Transit Grant Agreement with the Florida Department of Transportation for FY2020 Block Grant Funding in the Amount of \$11,620,340

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Resolution #19-005 for a Public Transportation Grant Agreement with the Florida Department of Transportation District 5 (FDOT) for the FY 2020 State Block Grant for operating assistance in the amount of \$11,620,340.

BACKGROUND:

The Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation. The funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas.

FDOT included in its Work Program the FY 2020 LYNX block grant funding. FDOT will obligate funds in the amount of \$11,620,340 under a Public Transportation Grant Agreement (PTGA) FM #43330061.

Authorizing Resolution #19-005 is attached.

FISCAL IMPACT:

LYNX staff included \$11,041,150 in the FY2020 "Preliminary" Operating Budget. However, FDOT has also informed LYNX that it will be discontinuing the taxi voucher program for next year. LYNX had included \$324,000 in the FY2020 "Preliminary" Operating Budget for the taxi

LYNX Oversight mmittee Agenda

voucher program. Therefore, the “net” increase of \$255,190 will be included in the FY2020 “Preliminary” Operating Budget.



A **RESOLUTION** of the Central Florida Regional Transportation Authority (CFRTA) Governing Board authorizing the signing and submission of a grant application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Florida Department of Transportation, the block grant funds pursuant to a grant award, and the signing of subsequent agreements.

WHEREAS, the Central Florida Regional Transportation Authority, d/b/a LYNX has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY GOVERNING BOARD, FLORIDA:

This resolution applies to State Transit Block Grant Operating Funds.

The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

James E. Harrison, Esq. P.E., Chief Executive Officer is authorized to sign the application, accept and execute a grant award, expend grant funds pursuant to a grant award, and/or sign subsequent agreements unless specifically rescinded.

DULY PASSED AND ADOPTED THIS 23rd day of May 2019.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

Lee Constantine, Chairman LYNX Board of Directors
Typed Name and Title

ATTEST:

Seal

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.B.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Execute Bus Service Agreement #19-C62 with the City of Kissimmee for Link 709 (Kissimmee Connector) in the Amount of \$513,346 for a Period of Two (2) Years

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to execute a Bus Service Agreement with the City of Kissimmee (City) to operate Link 709 – The Kissimmee Connector in the City of Kissimmee, in Osceola County, for an amount of \$513,346 for a period of two (2) years.

BACKGROUND:

In January 2019, LYNX entered into an agreement with the City of Kissimmee to provide a circulator bus service operating within the City limits in the downtown area. The service connects the Kissimmee Intermodal Station and SunRail to various destinations in the downtown area, such as AdventHealth, City Hall, Osceola Regional Medical Center and the Hart Library. The service operates every 25-30 minutes, Monday through Friday between the hours of 6:30 a.m. and 8:09 p.m.

This new service is paid for in partnership with the Florida Department of Transportation (FDOT) via a Service Development Grant (SDG). The grant provides 50% of the funding for the route from FDOT, with the remaining 50% of the cost to be paid for by the City of Kissimmee over a two (2) year period, ending in December 2020.

This new agreement will provide the 50% match required in the Service Development Grant, at an hourly rate of \$71.22 (adjusted annually based on LYNX hourly rates) and will be valid from January 28, 2019 to December 30, 2020.

LYNX Oversight Cmmittee Agenda

FISCAL IMPACT:

LYNX staff included in the FY2020 Preliminary Operating Budget for revenue related to the Kissimmee Connector.

**BUS SERVICE AGREEMENT
19-C62**

by and between

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

and

CITY OF KISSIMMEE

relating to the providing of bus service in Osceola County, Florida

May 7, 2019

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 7th day of May, 2019, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

CITY OF KISSIMMEE, an independent special taxing district, 101 Church Street, Kissimmee, FL 34741.

CITY OF KISSIMMEE and Link 709 Kissimmee Connector shall sometimes each be referred to collectively as the “**parties**”.

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, The CITY OF KISSIMMEE has expressed a need for additional or new public transportation service in and to certain portions of Osceola County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$71.22 per hour including fuel and administrative costs. The foregoing hourly rate is subject to

readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

<u>County</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by the CITY OF KISSIMMEE at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall mean the area indicated in <u>Exhibit "B"</u> attached hereto.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the CITY OF KISSIMMEE to the extent LYNX can accommodate such needs; and

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof January 28, 2019 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before December 30, 2020 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

No later than six (6) months before the end of each fiscal of this Agreement (based on a September 30 fiscal year), the CITY OF KISSIMMEE and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the CITY OF KISSIMMEE or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the CITY OF KISSIMMEE Board of Directors. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the CITY OF KISSIMMEE or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the CITY OF KISSIMMEE Board of Directors written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement 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 Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the CITY OF KISSIMMEE's or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the CITY OF KISSIMMEE, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the CITY OF KISSIMMEE, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the CITY OF KISSIMMEE paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the CITY OF KISSIMMEE an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. The CITY OF KISSIMMEE shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to the CITY OF KISSIMMEE for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

c. For the purpose of invoicing, invoices and related matters will be sent to THE CITY OF KISSIMMEE at the following address:

CITY OF KISSIMMEE
101 Church Street
Kissimmee, FL34741

d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of the CITY OF KISSIMMEE under this Agreement.

8. **This Paragraph is not applicable.**

9. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained

from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

10. **BOND**. the CITY OF KISSIMMEE shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the CITY OF KISSIMMEE under this Agreement.

11. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.

12. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the CITY OF KISSIMMEE under this Agreement shall be that of an independent contractor and not an agent.

13. **NO THIRD PARTY BENEFICIARY**. This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

14. **NOTICE**. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

Copy: James Harrison, Esq P.E., Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

CITY OF KISSIMMEE: John Hambley, Planning Manager
101 Church Street
Kissimmee, FL 34741

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

15. **GOVERNING LAW**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

16. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or the CITY OF KISSIMMEE of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the CITY OF KISSIMMEE to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

i. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the CITY OF KISSIMMEE such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

k. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the CITY OF KISSIMMEE is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Thus, for example, if the CITY OF KISSIMMEE should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

l. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B"**. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

m. **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

17. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

18. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the CITY OF KISSIMMEE Executive Director.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the CITY OF KISSIMMEE Board of Directors.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

CITY OF KISSIMMEE

By CITY OF KISSIMMEE Board of
Directors

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

Dated: _____

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

Akerman, Senterfitt & Eidson, P.A.

By: _____
James Goldsmith, Partner

Dated: _____

EXHIBIT “A”

Description and Schedule of Bus Route(s)

The new name for the route is Link 709 Kissimmee Connector instead of 700 Kissimmee Circulator. The proposed route is for a 25-30-minutes headways during the service hours of 6:30 a.m. through 8:09 p.m. Monday through Friday. No weekend service. Link 709 Kissimmee Connector will provide locally-orientated service to improve connectivity and mobility within downtown Kissimmee. It will serve key shopping, employment, and entertainment destinations. Span of service remains the same with focus on maintaining connections to SunRail at Kissimmee Intermodal Station.

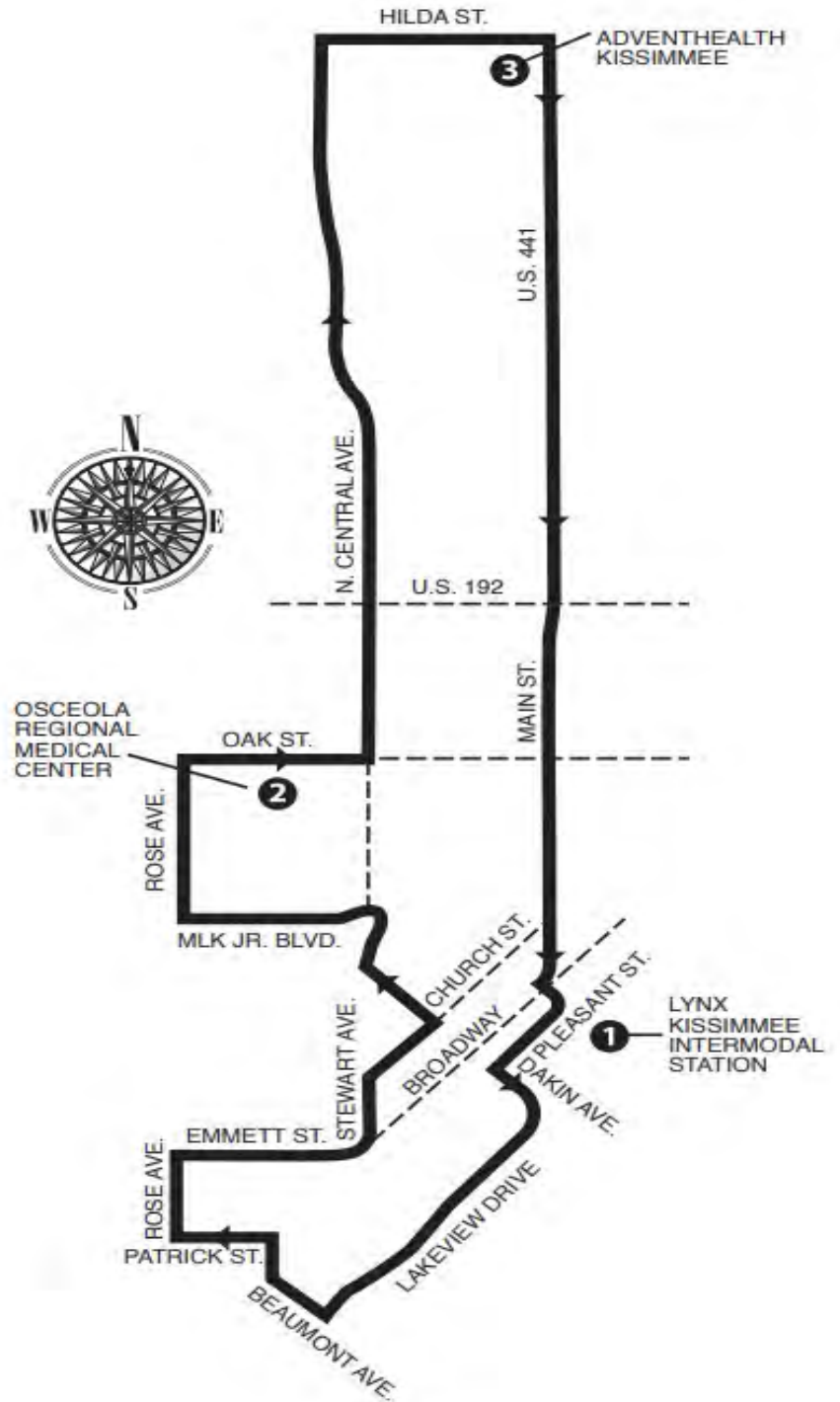
EXHIBIT “B”

KISSIMMEE CONNECTOR

Monday - Friday

KISSIMMEE CONNECTOR			
LYNX KISSIMMEE INTERMODAL STATION 1	OSCEOLA REGIONAL MEDICAL CENTER 2	ADVENTHEALTH KISSIMMEE 3	LYNX KISSIMMEE INTERMODAL STATION 1
6:30	6:45	6:54	7:05
7:00	7:15	7:24	7:35
7:30	7:45	7:54	8:05
8:00	8:15	8:24	8:35
8:30	8:45	8:54	9:05
9:00	9:15	9:24	9:35
9:30	9:45	9:54	10:05
10:00	10:15	10:24	10:35
10:30	10:45	10:54	11:05
11:00	11:15	11:24	11:35
11:30	11:45	11:54	12:05
12:00	12:17	12:27	12:39
12:30	12:47	12:57	1:09
1:00	1:17	1:27	1:39
1:35	1:52	2:02	2:14
2:05	2:22	2:32	2:44
2:35	2:52	3:02	3:14
3:05	3:22	3:32	3:44
3:35	3:52	4:02	4:14
4:05	4:22	4:32	4:44
4:45	5:02	5:12	5:24
5:15	5:32	5:42	5:54
5:45	6:02	6:12	6:24
6:15	6:32	6:42	6:54
6:40	6:57	7:07	7:19
7:05	7:22	7:32	7:44
7:30	7:47	7:57	8:09

P.M. Times are shown in bold



LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.C.

To: LYNX Oversight Committee

From: **Albert Francis**
Chief Financial Officer
Warren Hersh
Technical Contact
Nathan Adams
Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Extend Contract #13-C15 with Baker & Hostetler, LLP, for Labor/Employment Legal Services for a Period of Six (6) Months with no Increase in Not to Exceed Amount

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Extend Contract #13-C15 with Baker & Hostetler, LLP, for Labor/Employment Legal services. The term of the contract extension will be for six (6) months with three (3), one (1) month options with no increase in the Not to Exceed amount.

BACKGROUND:

On July 1, 2018 Baker and Hostetler, LLP signed Contract 13-C15 Modification 9 agreeing to extend the current contract term through June 30, 2019.

LYNX staff is requesting the contract extension to allow time to issue a Request for Proposal for Labor/Employment Legal services.

FISCAL IMPACT:

The contract term extension is not anticipated to require an amendment to the FY2019 Adopted Operating Budget

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.D.

To: LYNX Oversight Committee

From: **Albert Francis**
Chief Financial Officer
Warren Hersh
Technical Contact
Nathan Adams
Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Extend Contract #13-C16 with Akerman, LLP, for General Counsel Legal Services for a Period of Six (6) Months with an Increase in the Not to Exceed Amount of \$750,000

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' Authorization for the Chief Executive Officer (CEO) or designee to Extend Contract #13-C16 with Akerman, LLP, for General Counsel Legal Services. The term of the contract extensions will be for six (6) months with three (3), one (1) month options along with an increase of \$750,000 in the Not to Exceed amount.

BACKGROUND:

On September 28, 2018 the LYNX Chief Executive Officer (CEO) signed Contract Modification 9 to extend Contract 13-C16 through June 30, 2019. LYNX staff is requesting further not-to-exceed increase and contract extension to allow time to issue a Request for Proposal.

FISCAL IMPACT:

The contract term extension and increase in the contractual Not to Exceed amount is not anticipated to require an amendment to the FY2019 Adopted Operating Budget.

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.E.

To: LYNX Oversight Committee

From: **Albert Francis**
Chief Financial Officer
Warren Hersh
Technical Contact
Nathan Adams
Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Extend Contract #14-C27 with Zimmerman, Kiser & Sutcliffe, P.A., and Contract #14-C29 with Hilyard, Bogan & Palmer for Tort Legal Services for a Period of Six (6) Months with an Increase in the Not to Exceed Amount of \$750,000 for Both Contracts

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #14-C27 with the law firm of Zimmerman Kiser & Sutcliffe, P.A., and Contract #14-C29 with the law firm of Hilyard, Bogan & Palmer for Tort Legal services. The term of the contract extensions will be for six (6) months with three (3), one (1) month options along with an increase of \$750,000 in the shared Not to Exceed amount.

BACKGROUND:

At the July 24, 2014 LYNX Board of Directors' meeting, staff received authorization to execute contracts for Tort Legal services with Zimmerman Kiser & Sutcliffe, P.A., and Hilyard, Bogan & Palmer for an initial term of three (3) years with two (2), one (1) year options. These contracts are set to expire on July 24, 2019.

LYNX staff will be requesting authorization to release a Request for Proposal (RFP) for Tort Legal services at the May 23, 2019 LYNX Board of Directors' meeting. This extension will allow staff to proceed with the procurement process of new Tort Legal services contract(s) and provide for an appropriate transition period. Staff will be bringing back a recommendation for Tort Legal services contract(s) at a future LYNX Board meeting.

FISCAL IMPACT:

The contract term extensions and increase in the shared contractual Not to Exceed Amount is not anticipated to require an amendment to the FY2019 Adopted Operating Budget.

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.F.

To: LYNX Oversight Committee

From: Albert Francis
Chief Financial Officer
Warren Hersh
Technical Contact
Nathan Adams
Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Extend Contract #14-C30 with Bolton & Helm, LLP, for Workers' Compensation Legal Services for a Period of Six (6) Months with No Increase in Not to Exceed Amount

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #14-C30 with the law firm of Bolton & Helm, LLP, for Workers' Compensation Legal services. The term of the contract extension will be for six (6) months with three (3), one (1) month options with no increase in the Not to Exceed amount.

BACKGROUND:

At the July 24, 2014 LYNX Board of Directors' meeting, staff received authorization to execute a contract for Tort Legal services with Bolton & Helm, LLP, for an initial term of three (3) years with two (2), one (1) year options. This contract is set to expire on July 24, 2019.

LYNX staff will be requesting authorization to release a Request for Proposal (RFP) for Workers' Compensation Legal services at the May 23, 2019 LYNX Board of Directors' meeting. This extension will allow staff to proceed with the procurement process of new Workers' Compensation Legal services contract(s) and provide for an appropriate transition period. Staff will be bringing back a recommendation for Workers' Compensation Legal services contract(s) at a future LYNX Board meeting.

FISCAL IMPACT:

The contract term extension is not anticipated to require an amendment to the FY2019 Adopted Operating Budget.

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.G.

To: LYNX Oversight Committee

From: **Albert Francis**
Chief Financial Officer
Warren Hersh
Technical Contact
Nathan Adams
Technical Contact

Phone: 407.841.2279 ext: 6058

Item Name: **Authorization to Release Requests for Proposals (RFP) in the Following Legal Service Areas: General Counsel, Labor/Employment, Workers' Compensation, Tort/General Liability, Pension and Equal Employment Opportunity Claims**

Date: 5/23/2019

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 the following legal services areas: general counsel, labor/employment, workers' compensation, tort/general liability, pension and equal employment opportunity claims.

BACKGROUND:

LYNX has a need for legal counsel for direct support to the Board, Chief Executive Officer (CEO) and staff as noted above.

Previously the Board of Directors has authorized staff to execute contracts with the following Attorneys:

- Akerman Senterfitt for general counsel services
- Baker & Hostetler LLP for labor/employment legal services
- Zimmerman, Kiser & Sutcliffe, P.A. for tort legal services
- Hilyard, Bogan & Palmer for tort legal services
- Bolton & Helm, LLP for workers' compensation legal services

The support of outside legal firms will provide expertise, quality, experience and resources to effectively represent LYNX for specific legal services, such as personal injury/property damage, workers' compensation, litigation and defense, general counsel, employment law, and tort/general liability legal services.

LYNX Oversight Committee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This procurement is not funded with DOT assisted dollars. LYNX has established a small business goal of 7.6% that cannot and will not be counted toward the FTA DBE overall goal participation in accordance with the guidelines of 49 CFR Part 26. LYNX will outreach to available, interested and qualified firms ready and willing with notification of this solicitation for participation.

FISCAL IMPACT:

LYNX staff included \$1,511,000 in the FY2019 Adopted Operating Budget for Legal Services and has proposed \$1,571,820 in the FY2020 Operating Budget for Legal Services.

LYNX Oversight Committee Agenda

Oversight Committee Action Item #8.H.

To: LYNX Oversight Committee

From: **Jim Harrison**
CEO
Terri Setterington
Technical Contact
Leonard Antmann
Technical Contact

Phone: 407.841.2279

Item Name: Authorization to Recruit and Hire an In-House Attorney

Date: 5/23/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to recruit and hire an in-house attorney position.

BACKGROUND:

LYNX staff is recommending the recruitment and hiring of an in-house attorney. This position is expected to report to the LYNX Chief Executive Officer (CEO) or other functional area as deemed appropriate.

The in-house attorney may provide legal advice and services related to all legal matters of LYNX with an emphasis on: procurement, contracts, and internal agency policy development. The position is expected to prepare, review and examine legal documents and may provide oversight and contract administration of LYNX' outside legal contracts.

FISCAL IMPACT:

LYNX staff will be reclassifying an existing position and there will be no impact to the FY2019 Adopted Operating Budget.

LYNX Oversight Committee Agenda

Oversight Committee Information Item #9.A.

To: LYNX Oversight Committee

From: **William Slot**
Chief Innovation Sustain Off
Norman Hickling
Technical Contact
Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6146

Item Name: Update on Paratransit Services

Date: 5/23/2019

LYNX staff will provide an update on Paratransit services.