

LYNX Oversight Committee Agenda

Meeting Date: 6/24/2021
Meeting Time: 11:00 AM

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

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

1. Call to Order

2. Approval of Committee Minutes



Oversight Committee Minutes 5.27.21

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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. Consent Agenda



A. Invitation for Bid (IFB)

- i.  Authorization to Release an Invitation For Bid (IFB) for the Provision of Bulk Oils and Lubricants Pg 7







B. Award Contracts

- i.  Authorization to Negotiate and Award a Contract to Voya Retirement Insurance and Annuity Company for Retirement Plan Administration and Recordkeeping Services Pg 9
- ii.  Authorization to Negotiate and Award a Contract to Humana for Dental Insurance Pg 13






C. Extension of Contracts

- i.  Authorization to Exercise the Second Option Year of Contract #17-C19 for the Repainting of Bus Shelters by JMD Global Developers, LLC Pg 15
- ii.  Authorization to Exercise the First Option Year of Contract #18-C142 with New Flyer of America, Inc. for the Provision of Sixty Foot (60') Articulated Compressed Natural Gas (CNG) Buses Pg 17

D. Miscellaneous

- i.  Authorization to Extend the Employment Benefits Provided for Under the Families First Coronavirus Response Act (FFCRA) Related to Emergency Paid Sick Leave (EPSL) Pg 19
- ii.  Authorization to Amend Contract #20-C28 with Akerman LLP for Legal Services – General Counsel Pg 21
- iii.  Authorization to Execute MetroPlan Orlando's Intergovernmental Coordination and Review (ICAR) and Public Transportation Collaborative Planning Agreement Pg 22
- Attachments 
- iv.  Authorization to Extend Sub-Recipient Awards to Selected Human Services Agencies Pg 33
- v.  Authorization to Auction Surplus Capital Items and Obsolete Parts Pg 35

7. Action Items

- A.  Authorization to Release a Request for Proposal (RFP) for the Manufacture of LYNX Transit Shelters Pg 42
- B.  Ratification of a Grant Application for the FY22/23 Service Development Grant Application to the Florida Department of Transportation (FDOT) and Adoption of Resolution #21-004 Pg 44
- Attachments 
- C.  Authorization to Execute Lease Agreement with City of Kissimmee for the Osceola County Satellite Facility Pg 48
- Attachments 

8. Other Business

9. Adjourned

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

In accordance with the Americans With Disabilities Act of 1990, persons needing a special accommodation at this meeting because of a disability or physical impairment should contact Benjamin Gonzalez at 455 N. Garland Ave, Orlando, FL 32801 (407) 254-6038, not later than three business days prior to the meeting. If hearing impaired, contact LYNX at (407) 423-0787(TDD).

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

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

DATE: **May 27, 2021**

TIME: **11:00 a.m.**

Members in Attendance:

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

Staff Members in Attendance:

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

1. Call to Order

Chair Janer called the meeting to order at 11:00 a.m.

2. Approval of Minutes

A motion to approve the April 22, 2021 Oversight Committee meeting minutes was made by Renzo Nastasi and seconded by Jo Santiago. Motion carried unanimously.

3. Public Comments

No one requested to address the Committee.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer, stated that ridership continues to increase slightly. Beginning next month, LYNX will begin a "Ride with Confidence" campaign. This campaign will target riders that have not returned to LYNX due to COVID. The campaign will highlight the safety and cleanliness of LYNX buses.

On May 11 & 12, there was a public vaccination site at LYNX Central Station. This was coordinated with the City of Orlando. On May 19, the second dose of the Pfizer vaccine was given to those that had their first vaccination at the LYNX Operations Center in April.

Rosemont SuperStop construction began mobilizing on May 17. City of Orlando Commissioner Robert Stuart and the construction team filmed an informational video that has been shared online for the Rosemont residents and will be continuously updated. Updates will also be made to the Board. Repairs were made to the concrete at the LYNX Operations Center.

LYNX will receive a third round of stimulus money from the American Rescue Plan Act, for continued sustainable operations. This will be discussed later in the agenda.

June 12 is the fifth anniversary of the Pulse nightclub shooting. In remembrance of that night, LYNX will turn its lights on the building to rainbow colors, along with a rainbow paw print logo.

Condolences were given to the Santa Clara Valley Transit Authority. LYNX has provided EAP counselors onsite for employees.

5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Committee Chair, reported that the Finance and Audit Committee met on Thursday, May 20, 2021. She gave an overview of the Finance & Audit Committee agenda.

An update was given on the American Rescue Plan, and the final allocation numbers were exactly where LYNX staff expected. There was a recap of the second quarter Operating Results, which included savings due to having a newer fleet.

All Consent Agenda items were approved to move forward to the Oversight Committee.

6. Committee Consent Agenda Items

Chair Janer asked if anyone had any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.B.iii. Mr. Harrison recommends the approval of the entire Consent Agenda.

A. Award Contracts

- i. Authorization to Negotiate and Award a Contract to USSC Acquisition Corp. for Bus Disinfecting Systems
- ii. Authorization to Negotiate and Award a Contract to Akerman LLP for Federal Lobbying Services

B. Miscellaneous

- i. Authorization to Submit a Grant Application to the Federal Transit Administration for the FY2021 Competitive Funding Opportunity: Pilot Program for Transit-Oriented Development Planning
- ii. Authorization to Submit Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged in the Overall Amount of \$4,739,426 and Adoption of Resolution #21-003
- iii. Authorization to Auction Surplus Capital Items

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

7. Action Items

- A. Authorization to Submit a Grant Application to the Federal Transit Administration for Funding Under the American Rescue Plan (ARP) Act of 2021 (Pub. L. 117-2), in the Amount of \$76,803,788 and to Sub-allocate to Lake County Transit Services and the Florida Department of Transportation

Chair Janer recognized Tiffany Homler-Hawkins, Chief Administrative Officer, to make the presentation. Ms. Homler stated that this is the latest round of stimulus funding from the Federal Government to help Transit agencies with the financial impact of COVID.

This was allocated based on the 5307 formula funds through the Federal Transit Administration. The parameters were limited to 132% of 2018 Operating Expenses. At the Board's direction, a budget stabilization fund was implemented for these funds to be utilized.

Renzo Nastasi asked if these funds were restricted to just Operating expenses. Ms. Homler stated that these funds are not restricted and may be used for Operating and Capital.

Jo Santiago stated that she needs to abstain from voting on this item.

A motion to approve the Authorization to Submit a Grant Application to the Federal Transit Administration for Funding Under the American Rescue Plan (ARP) Act of 2021 (Pub. L. 117-2), in the Amount of \$76,803,788 and to Sub-allocate to Lake County Transit Services and the Florida Department of Transportation was made by Tanya Wilder and seconded by Mary Moskowitz. Motion passed with Jo Santiago abstaining.

8. Discussion Items

- A. Recap of the FY2021 2nd Quarter Operating Results

Chair Janer recognized Lenny Antmann, Director of Finance. Mr. Antmann stated that revenue has increased, but is still under budget due to the timing of drawing down Federal funds.

Customer fares are still below budget. Advertising revenue is currently below budget, but is tracking to be on budget.

Sixteen million dollars was drawn down from the initial CARES funding. The other four million was from the CRRSAA funding. The balance of the funds will be drawn in April or May.

Local funding partner revenue is currently at budget.

In expenses, Professional Services and Contract Maintenance are currently favorable, but at year-end should be right on target.

There are less applications and less trips on Paratransit Operations, so those expenses are under budget. Trips are starting to rise, so this expense should be right on budget.

Vehicle Maintenance is under budget as the fleet has been upgraded over the last two years.

B. FY2022 Preliminary Capital Budget

Mr. Antmann continued with this item. He stated that fleet replacement will continue. There will be Passenger Amenities program improvements, technological improvements and facility improvements at LOC and LCS.

LYNX will enhance security infrastructure at facilities and SuperStops. Construction will continue at the Pine Hills Transfer Station and the Rosemont and Florida Mall SuperStop improvements will be completed.

LYNX will pursue development of a Southern Operations Facility.

9. Other Business

No other business was discussed.

10. Adjourned

Meeting adjourned at 11:38 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the May 27, 2021 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release an Invitation For Bid (IFB) for the Provision of Bulk Oils and Lubricants

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for the Provision of Bulk Oils and Lubricants used in the maintenance of LYNX vehicles.

BACKGROUND:

LYNX has a fleet of 301 transit vehicles and 106 support vehicles. The oils and lubricants, are used for the purposes of performing scheduled and unscheduled maintenance on LYNX transit vehicles and support vehicles.

On September 27, 2018 the LYNX Board of Directors under Consent Item #7.C.iii awarded a contract to Palmdale Oil Company, Inc and Seaboard Distribution, Inc for the provision of bulk fluids. The contract was for a Period of Three (3) years with the Option to Extend for Two (2) One (1) Year periods for a total Not-To-Exceed amount of \$1,470,265.

Palmdale Oil Company, Inc and Seaboard Distribution, Inc were purchased by Reladyne Florida, LLC. On May 5, 2021 Reladyne Florida, LLC informed LYNX that they would not extend the contract beyond the initial term ending September 30, 2021 requiring a re-bid of this contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal has been established for this activity.

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FISCAL IMPACT:

The Amended FY2021 Operating Budget includes \$368,013 for the purchase of bulk oil and lubricants.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Negotiate and Award a Contract to Voya Retirement Insurance and Annuity Company for Retirement Plan Administration and Recordkeeping Services

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to Voya Retirement Insurance and Annuity Company ("Voya") for retirement plan administration and recordkeeping services, with an annual basic service fee not to exceed 0.28% of the value of the total combined assets of the retirement plans; or if terms acceptable to staff cannot be negotiated with Voya, to instead negotiate and award a contract to Massachusetts Mutual Life Insurance Company ("MassMutual") and Empower Retirement, LLC ("Empower") (MassMutual's successor in interest to its retirement services division).

BACKGROUND:

Affected Retirement Plans and Cost

The services will be provided for the LYNX Money Purchase Plan, LYNX Defined Contribution Plan, and LYNX Deferred Compensation Plan (the "Plans"). MassMutual, the current administration and recordkeeping service provider for the Plans, previously notified staff that MassMutual was discontinuing the current platform that it uses to provide services to the Plans. A new pricing structure and new service provider contracts were going to be required in order for MassMutual to continue providing services to the Plans, after a transition period. Additionally, it had been publicly reported that MassMutual was exploring a sale of its retirement services division. During the course of the procurement process, MassMutual in fact entered into a definitive agreement with, and completed a sale of its retirement services division to Empower.

Based on the value of the total combined assets of the Plans as of March 31, 2021, an annual basic service fee of 0.28% is approximately equal to \$140,000, but such dollar figure will

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increase as the value of assets increase. The service fee will be equalized among the individual participant accounts in the Plans based on the relative value of the accounts. The proposed service fee is less than the (non-equalized) service fee of 0.30% to 0.40% that the accounts in the Plans are currently experiencing on average.

Procurement Process

At the June 25, 2020 Board of Directors meeting, staff received authorization to release a Request for Proposal (RFP) for Retirement Plan Administration and Recordkeeping Services, which was released on August 4, 2020. Proposals were due to LYNX by 5:00 PM EST on September 16, 2020.

Eight (8) proposals were received from the following firms:

- AIG Retirement Services
- Empower Retirement, LLC
- ICMA Retirement Corporation
- Lincoln Financial Group
- Massachusetts Mutual Life Insurance Company
- Nationwide Retirement Solutions, Inc.
- Prudential Retirement Insurance and Annuity Company
- Voya Retirement Insurance and Annuity Company

The outcome of the Source Evaluation Committee (SEC)'s initial ordinal ranking was as follows:

Firm	Ordinal Ranking
AIG Retirement Services	2
Empower Retirement, LLC	6
ICMA Retirement Corporation	4
Lincoln Financial Group	6
Massachusetts Mutual Life Insurance Company	1
Nationwide Retirement Solutions, Inc.	2
Prudential Retirement Insurance and Annuity Company	8
Voya Retirement Insurance and Annuity Company	4

After review of the proposals, the SEC short-listed the following five (5) firms to make individual presentations to the SEC and to respond to questions posed by the SEC:

- AIG Retirement Services
- ICMA Retirement Corporation
- Massachusetts Mutual Life Insurance Company
- Nationwide Retirement Solutions, Inc.
- Voya Retirement Insurance and Annuity Company

Additionally, because of a public announcement that MassMutual and Empower had entered into a definitive agreement providing for Empower to acquire MassMutual's retirement services

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division, Empower was invited to a narrow-scope meeting with the SEC for the purpose of learning how the anticipated acquisition would affect services if MassMutual were to be selected for recommendation of an award of the contract.

Following the presentations and after review of supplemental information and documentation provided by the short-listed firms, the SEC's ordinal ranking of the short-listed firms was as follows:

Firm	Ordinal Ranking
AIG Retirement Services	12
ICMA Retirement Corporation	9
Massachusetts Mutual Life Insurance Company	7
Nationwide Retirement Solutions, Inc.	11
Voya Retirement Insurance and Annuity Company	6

The SEC selected the following two firms as finalists for an invitation to negotiate certain preliminary points with the LYNX negotiation team:

- Massachusetts Mutual Life Insurance Company
- Voya Retirement Insurance and Annuity Company

The LYNX negotiation team (comprised of a representative from the LYNX Human Resources Department who was also an SEC member, LYNX retirement plan legal counsel, and the investment consultant for the Plans) reviewed voluminous service agreement, annuity contract, and governing plan documentation requested from the finalists. The LYNX negotiation team conducted multi-hour negotiation sessions with each of the finalists to discuss questions and negotiate preliminary points understood to be important to LYNX and the SEC. By this stage, Empower had closed on its acquisition of MassMutual's retirement services division and therefore the negotiations with MassMutual included representatives from Empower.

Following a presentation by the LYNX negotiation team to the SEC on the outcome of the preliminary negotiations, the SEC's ordinal ranking of the finalists was as follows:

Firm	Ordinal Ranking
Massachusetts Mutual Life Insurance Company/ Empower Retirement, LLC	2
Voya Retirement Insurance and Annuity Company	1

The SEC made a recommendation to award the contract to Voya, contingent upon negotiation of complete contract terms acceptable to LYNX staff, or if such acceptable contract terms cannot be negotiated with Voya, then to award the contract to MassMutual and Empower, also subject to negotiation of complete contract terms acceptable to LYNX staff. Key acceptable terms and conditions will include, but are not limited to:

- Three-year contract term with options for a minimum of three annual renewals
- Annual basic service fee of no more than 0.28%

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- During the initial contract term, minimum guaranteed interest rate of 1.65% for the stable value (cash) investment option offered on the Plan's investment menu
- Near-absolute prohibition on product sales to participants (limited exception for terminated participants who affirmatively request product information), with services to be provided to participants by non-commission based, salaried employees
- On-site participant meetings, including one-on-one meeting opportunities, every other month at the two LYNX Orlando locations; on-site participant meetings, including one-on-one meeting opportunities, at the LYNX Spring and Fall benefit fairs; and up to three meetings annually with participants on an as-needed basis at the LYNX Osceola location
- Recordkeeping of historical beneficiary designations currently on file
- Performance guarantees with 15% of service fees at risk
- Memorandum of Understanding to clarify concepts in the group annuity contract
- Provision of an IRS-preapproved 401(a) plan document and a specimen 457(b) plan document
- All agreed-upon points in the preliminary negotiations with the LYNX negotiation team

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact, since all fees are paid by the individual retirement accounts.

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Consent Agenda Item #6.B. ii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Negotiate and Award a Contract to Humana for Dental Insurance

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to Humana, for Dental Insurance. The initial term of the contract is for three (3) years, with two (2) one (1) year options.

BACKGROUND:

It is beneficial for the Authority to provide a comprehensive benefit package to its employees. Dental insurance is an integral part of this package and is a valued benefit for the employees. The Authority wishes to continue to offer this benefit option to our employees. There is no direct cost to the Authority as this is an employee paid benefit. MetLife has provided dental insurance since January 1, 2012. Their contract expires on December 31, 2020.

LYNX issued RFP 21-R14 Dental Insurance Services on February 17, 2021. Four (4) responses were received from the following firms:

- Cigna
- Humana
- Metlife
- United Concordia

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Firms	Total Score	Ordinal Ranking
Cigna	256	10
Humana	281	3
Metlife	267	6
United Concordia	256	11

The SEC made a recommendation to award the contract to Humana, contingent upon negotiation of complete contract terms acceptable to LYNX staff, or if such acceptable contract terms cannot be negotiated with Humana, then to award the contract to Metlife, also subject to negotiation of complete contract terms acceptable to LYNX staff.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact since this is an employee benefit that is paid 100% through an employee pre-tax payroll deduction.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the Second Option Year of Contract #17-C19 for the Repainting of Bus Shelters by JMD Global Developers, LLC

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #17-C19 for the repainting of Bus Shelters by JMD Global Developers, LLC and increase the Not to Exceed cost to \$975,000.

BACKGROUND:

The Board approved the award of Contract #17-C19 for the Repainting of Bus Shelters on July 27, 2017. The initial term of the contract was for three (3) years with two (2) one-year options. The Board approved the contract not to exceed (NTE) of \$413,000. Option Year 1 increased the NTE to \$588,000. To date, LYNX has issued \$347,900 in purchase orders. Based on projects through the end of FY2021 and starting in FY2022 the NTE will need to be increased by \$389,000. This will result in a total contract value of \$975,000.

This contract allows for the on-site painting of the bus shelters. By painting on-site, LYNX is able to save approximately 30 percent off of the cost of an entirely new shelter. In addition, LYNX is able to leverage and maximize capital funding from the Federal Transit Administration instead of using operational funding for this task. Previous examples of this work include the rehabilitation of shelters at the Sanford Walmart, Washington Shores Transfer Center, Colonial Plaza Transfer Center and the shelters along SR 436 leading to the Airport. The sites that are being repainted are throughout the tri-county service area for FY2021 and during FY2022 the focus will be Silver Star Road in Orange County, 17/92 in Seminole County and US 192 in Osceola County.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal of 10% is accessed for this procurement. LYNX's 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) Firms.

FISCAL IMPACT:

The Approved FY2021 Capital Budget includes \$351,740 in Shelter Rehab projects. This is funded 100% with Federal Funds.

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Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Exercise the First Option Year of Contract #18-C142 with New Flyer of America, Inc. for the Provision of Sixty Foot (60') Articulated Compressed Natural Gas (CNG) Buses

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #18-C142 for the provision of Sixty Foot (60') Articulated Compressed Natural Gas (CNG) replacement buses.

BACKGROUND:

On July 26, 2018 the LYNX Board of Directors on Consent Agenda Item #7.B.iii approved the award of Contract #18-C142 to New Flyer of America, Inc. for the provision of up to Seventy-Five (75) Sixty Foot (60') Articulated Compressed Natural Gas (CNG) Buses, for an initial term of three (3) years with the option for two (2) one (1) year renewals for a total not to exceed amount of \$1,000,000 per bus.

LYNX currently has an articulated bus fleet of forty-two (42) buses. An expansion of the articulated bus fleet is not expected. However, one (1) articulated bus was lost in a total loss accident in FY2020 and two (2) articulated buses are scheduled to be retired in FY2022.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

DBE regulations require FTA recipients to report transit vehicle procurement awards (49 CFR 26.49). FTA grantees are required to submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. Only eligible TVMs may bid on FTA-assisted transit vehicle procurements. Transit vehicle manufacturers that have submitted a goal methodology to FTA that has been approved, or has not been disapproved, at the time of

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solicitation are eligible to bid (49 CFR 26.49(a)(1)). New Flyer of America, Inc. has submitted their DBE goal methodology to FTA with a DBE goal of 3.70%.

FISCAL IMPACT:

The Preliminary FY2022 Capital Budget includes \$2,700,000 for the replacement of three (3) Articulated Buses. This project is funded with 100% Federal funds.

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Consent Agenda Item #6.D. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

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

Date: 6/24/2021

ACTION REQUESTED:

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

BACKGROUND:

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

The subsequent relief packages passed by Congress and signed into law provided a tax credits for businesses that voluntarily extended this emergency leave to employees. Although these tax credits do not apply to public employers, LYNX has extended the EPSL provision on a voluntary basis and at its expense. The LYNX Board of Directors approved the extension of these benefits through March 31, 2021 at its January 28, 2021 meeting and the extension of these benefits through June 30, 2021 at its March 25, 2021 meeting.

Staff is only requesting authorization to extend one benefit of the FFCRA, through July 31, 2021, consisting of emergency paid sick time (up to 80 hours) at an employee's regular rate of pay when a LYNX employee is quarantined or ill due to their personal exposure to COVID-19. The maximum of 80 hours would include any time already utilized under the FFCRA in 2020 as well as anytime already utilized during the previously mentioned extensions. This benefit would be available to all employees, including seasonal/temporary staff.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

During COVID-19 Pandemic, staff have not been taking as much vacation leave. As such there is sufficient staff to cover all routes. LYNX staff does not anticipate an additional fiscal impact from extending this provision as described above.

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Consent Agenda Item #6.D. ii

To: LYNX Oversight Committee

From: Carrie Sarver
Senior Staff Attorney
Carrie Sarver
(Technical Contact)

Phone: 407.841.2279 ext: 6037

Item Name: Authorization to Amend Contract #20-C28 with Akerman LLP for Legal Services – General Counsel

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend Contract #20-C28 with Akerman LLP for Legal Services – General Counsel and increase the Not to Exceed amount to \$550,000.

BACKGROUND:

On December 5, 2019, staff received authorization to execute Contract #20-C28 with Akerman LLP for Legal Services – General Counsel in the amount of \$450,000. The term of the agreement is for two years. Since the initial award of the contract, additional work has been required of Akerman to address a variety of general counsel legal matters and the litigation defense of LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

This contract is to be funded with operational dollars, therefore no specific DBE goal is applicable.

FISCAL IMPACT:

The FY2021 Approved Amended Operating Budget includes \$777,020 for general legal services. LYNX anticipates this will be sufficient to cover all legal expenses.

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Consent Agenda Item #6.D. iii

To: LYNX Oversight Committee

From: James E. Harrison Esq., P.E.
Chief Executive Officer
Tiffany Homler Hawkins
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Authorization to Execute MetroPlan Orlando's Intergovernmental Coordination and Review (ICAR) and Public Transportation Collaborative Planning Agreement

Date: 6/24/2021

ACTION REQUESTED:

Authorization to execute MetroPlan Orlando's Intergovernmental Coordination and Review (ICAR) and Public Transportation Collaborative Planning Agreement.

BACKGROUND:

MetroPlan Orlando's current ICAR agreement was last signed in 2015. Under section 6.03(a), Duration, it is required that this agreement be reviewed at the end of every five (5) year term and either amended or affirmed for an additional five (5) year term from June 2021 thru June 2026.

Attached to this Consent Agenda Item is a copy of MetroPlan Orlando's Intergovernmental Coordination and Review (ICAR) and Public Transportation Collaborative Planning Agreement.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND**

525-010-03
POLICY PLANNING
OGC – 05/20
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PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

THIS INTERGOVERNMENTAL COORDINATION AND REVIEW AND PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT is made and entered into on this _____ day of _____, 2021, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (Department); the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO (hereinafter the “MPO” or the “Metropolitan Planning Organization”); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (hereinafter the “Regional Planning Council”); the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter the “Transit Authority”); the GREATER ORLANDO AVIATION AUTHORITY and the SANFORD AIRPORT AUTHORITY (hereinafter the “Aviation Authorities”); and the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter the “Expressway Authority”); collectively referred to as the Parties.

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (USC) § 134 and 49 USC § 5303 and any subsequent applicable amendments, requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated urbanized areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 USC § 134, 49 USC § 5303, and Section 339.175, Florida Statutes (F.S.), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for urbanized areas;

WHEREAS, 23 Code of Federal Regulations (CFR) § 450 requires that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming;

WHEREAS, pursuant to Section 20.23, F.S., the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, as outlined in Section 334.044, F.S.;

WHEREAS, pursuant to 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175 F.S., the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO, herein after referred to as the MPO, has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to Section 339.175 F.S., the MPO shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Planning Area;

WHEREAS, the agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, pursuant to Section 186.505, F.S., the RPC is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S.;

WHEREAS, the RPC, pursuant to Section 186.507, F.S., is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the RPC statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the RPC is appropriately situated to assist in the intergovernmental coordination of the transportation planning process;

WHEREAS, pursuant to Section 186.509, F.S., the RPC has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the Parties hereto have determined that the voluntary dispute resolution process can be useful in resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR § 450 and Section 339.175, F.S., the MPO must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, seaports, and spaceports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including multimodal, systems-level corridor and subarea planning studies pursuant to 23 CFR § 450) and programming will be part of the comprehensively planned development of the Metropolitan Planning Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Planning Area;

WHEREAS, the undersigned Parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR § 450 and Section 339.175, F.S.; and

WHEREAS, the Parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a cooperative, and comprehensive transportation planning process to assure that highway facilities, transit systems, bicycle and pedestrian facilities, rail systems, air transportation, and other facilities will be located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the Parties desiring to be legally bound, do agree as follows:

ARTICLE 1

RECITALS AND DEFINITIONS

1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

- (a) **Agreement** means this instrument, as may be amended from time to time.
- (b) **Corridor or Subarea Study** means studies involving major investment decisions or as otherwise identified in 23 CFR § 450.
- (c) **Department** means the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, F.S.
- (d) **FHWA** means the Federal Highway Administration.
- (e) **Long Range Transportation Plan (LRTP)** means the 20-year transportation planning horizon which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and, in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC § 134, 49 USC § 5303, 23 CFR § 450, and Section 339.175, F.S.
- (f) **Metropolitan Planning Area** means the planning area as determined by agreement between the MPO and the Governor for the urbanized areas designated by the United States Bureau of the Census as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S., and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Metropolitan Planning Organization's planning authority.
- (g) **Metropolitan Planning Organization (MPO)** means the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO formed pursuant to Interlocal Agreement as described in 23 USC § 134, 49 USC § 5303, and Section 339.175, F.S. This may also be referred to as a Transportation Planning Organization (TPO).
- (h) **Regional Planning Council (RPC)** means the East Central Florida Regional Planning Council created pursuant to Section 186.504, F.S., and identified in Rule 29F-1, F.A.C.
- (i) **Transportation Improvement Program (TIP)** means the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §§ 134 and 450, 49 USC § 5303, and Section 339.175, F.S.
- (j) **Unified Planning Work Program (UPWP)** means a biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to

be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, as required by 23 CFR § 450.308(c), and Section 339.175, F.S.

ARTICLE 2 **PURPOSE**

2.01. Coordination with public transportation system operators. This Agreement is to provide for cooperation between the Parties in the development and preparation of the UPWP, the TIP, the LRTP, and any applicable Corridor or Subarea Studies.

2.02. Intergovernmental coordination; Regional Planning Council. Further, this Agreement is to provide a process through the RPC for intergovernmental coordination and review and identification of inconsistencies between proposed MPO transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, F.S., and reviewed by the Division of Community Development within the Florida Department of Economic Opportunity.

2.03. Dispute resolution. This Agreement also provides a process for conflict and dispute resolution through the RPC.

ARTICLE 3 **COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING** **WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS**

3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

- (a) The MPO shall cooperate with the Transit Authority, the Aviation Authorities, and the Expressway Authority to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Planning Area.
- (b) The MPO shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Planning Area.
- (c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the MPO may include, but shall include if within a transportation management area, as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators per Federal regulations. The representatives of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Planning Area if authorities or agencies are created by law to perform transportation functions and are not under the jurisdiction of a general purpose local government represented on the MPO, the MPO may request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, F.S. If the new member would significantly alter local government representation in the MPO, the MPO shall propose a revised apportionment plan to the Governor to ensure voting membership on the MPO to be an elected official representing public transit authorities which have been, or may be, created by law.

The MPO shall ensure that representatives of ports, transit authorities, rail authorities, and airports within the Metropolitan Planning Area are provided membership on the MPO Technical Advisory Committee.

3.02. Preparation of transportation related plans.

- (a) Although the adoption or approval of the UPWP, the TIP, and the LRTP is the responsibility of the MPO, development of such plans or programs shall be viewed as a cooperative effort involving the Parties to this Agreement. In developing its plans and programs, the MPO shall solicit the comments and recommendations of the other Parties to this Agreement in the preparation of such plans and programs.
- (b) When preparing the UPWP, the TIP, or the LRTP, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall provide notice to all other Parties to this Agreement to advise them of the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the other Parties receive written notice at least 15 days prior to the date of all public workshops and hearings, or within the specified number of days per MPO bylaws or public participation plan, relating to the development of such plans and programs.
- (c) Local government comprehensive plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO and Transportation Authorities shall review for consistency for each local government in the Metropolitan Planning Area:
 - (i) each comprehensive plan's future land use element;
 - (ii) the goals, objectives, and policies of each comprehensive plan; and
 - (iii) the zoning, of each local government in the Metropolitan Planning Area.
 - (2) Based upon the foregoing review and in consideration of other relevant growth management plans, the MPO and Transportation Authorities shall provide written recommendations to local governments in the Metropolitan Planning Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the RPC.
 - (3) The MPO agrees that, to the maximum extent feasible, the LRTP and the projects and project-phases within the TIP shall be consistent with the future land use element and the goals, objectives, and policies of each comprehensive plan of the local governments in the Metropolitan Planning Area. If the MPO's TIP is inconsistent with a local government's comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the TIP, justification for including the project in the program.
- (d) Multi-modal transportation agency plans.
 - (1) In developing the TIP, the LRTP, or Corridor or Subarea studies, or preparing other than a minor amendment thereto (as determined by the MPO), the MPO shall

analyze the master plans of the Transportation Authorities. Based upon the foregoing review and a consideration of other transportation related factors, the MPO, shall from time to time and as appropriate, provide recommendations to the other Parties to this Agreement as well as local governments within the Metropolitan Planning Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

- (2) In developing or revising their respective master, development, or comprehensive plans, the Parties to this Agreement shall analyze the draft or approved UPWP, TIP, LRTP, or Corridor or Subarea studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation related factors, the Parties to this Agreement shall as appropriate, provide written recommendations to the MPO with regard to development, amendment, and implementation of the plans, programs, and studies.
- (3) The MPO agrees that, to the maximum extent feasible, the TIP shall be consistent with the affected growth management and other relevant plans of the other Parties to this Agreement.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

4.01. Coordination with Regional Planning Council. The RPC shall do the following:

- (a) Within 30 days of receipt, the RPC shall review the draft TIP, LRTP, Corridor and Subarea studies, or amendments thereto, as requested by the MPO, to identify inconsistencies between these plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163, F.S., for counties and cities within the Metropolitan Planning Area and the adopted Strategic Regional Policy Plan.
 - (1) The Parties recognize that, pursuant to Florida law, the LRTP and the TIP of the MPO must be considered by cities and counties within the Metropolitan Planning Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the LRTP and the projects and project phases within the TIP are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Planning Area. Upon completion of its review of a draft TIP or LRTP, the RPC shall advise the MPO and each county or city of its findings;
 - (2) The RPC shall advise the MPO in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified if the RPC review identifies inconsistencies between the draft TIP or LRTP and local comprehensive plans; and
 - (3) Upon final adoption of the proposed TIP, LRTP, Corridor and Subarea studies, or amendments thereto, the MPO may request that the RPC consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted TIP, LRTP, Corridor and Subarea studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the RPC, the MPO will identify the change in the final adopted plan intended to resolve the adverse

comment, or alternatively, the MPO shall identify the reason for not amending the plan as suggested by the RPC.

- (b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 of this Agreement.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of a party to this Agreement with conflicts or disputes shall engage in conflict resolution.

5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

Department: District Director for Planning and Programs

MPO: Executive Director

RPC: Executive Director

Central Florida Regional Transportation Authority: Executive Director

Greater Orlando Aviation Authority: Executive Director

Sanford Airport Authority: President/Chief Executive Officer

Central Florida Expressway Authority: Executive Director

5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the officials listed on section 5.02 of this Agreement, with the exception of the Department's listed official, which for purposes of this section 5.03 shall be the District Secretary.

5.04. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to sections 5.01, 5.02, and 5.03 of this Agreement, the affected parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on the affected parties.

ARTICLE 6

MISCELLANEOUS PROVISION

6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the Parties. In addition, this Agreement does not relieve any of the Parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the Parties to this Agreement or any legal or administrative entity

created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all Parties hereto with the same formalities as the original Agreement.

6.03. Duration; withdrawal procedure.

- (a) Duration. This Agreement shall have a term of five (5) years and the Parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same in a timely manner. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.
- (b) Withdrawal procedure. With the exception of the MPO, any party to this Agreement may withdraw after presenting in written form a notice of intent to withdraw to the other Parties to this Agreement, at least ninety (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested, to the officials identified for each party in section 5.02 of this agreement.

A party may unilaterally change its address or addressee by giving notice in writing to the other Parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

6.05. Interpretation.

- (a) Drafters of Agreement. All Parties to this Agreement were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own costs and attorney's fees in connection with such proceeding.

6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

6.08. Effective date. This Agreement shall become effective on the date last signed by the Parties hereto.

6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the Parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said Parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters as required.

6.10. Parties not obligated to third parties. No party hereto shall be obligated or be liable hereunder to any party not a signatory to this Agreement. There are no express or intended third-party beneficiaries to this Agreement.

6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the MPO constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the MPO, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

6.12. Data, records, reports and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, F.S., the Parties, excluding the Department, shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the MPO as is requested. Charges are to be in accordance with Chapter 119, F.S.

IN WITNESS WHEREOF, the undersigned Parties have executed this Intergovernmental Coordination and Review and Public Transportation Collaborative Planning Agreement on behalf of the referenced legal entities.

[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND**

525-010-03
POLICY PLANNING
OGC – 05/20
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PUBLIC TRANSPORTATION COLLABORATIVE PLANNING AGREEMENT

**FLORIDA DEPARTMENT OF
TRANSPORTATION**

By: _____

Name: _____

Title: _____

Date: _____

METROPLAN ORLANDO

By: *Viviana Janer* _____

Name: Commissioner Viviana Janer

Title: Chairperson

Date: May 12, 2021

SANFORD AIRPORT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

**EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL**

By: _____

Name: _____

Title: _____

Date: _____

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Extend Sub-Recipient Awards to Selected Human Services Agencies

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend sub-recipient awards to selected Human Services Agency projects and to enter into sub-recipient agreements with the selected applicants for Section 5310 funding, a Federal Transit Administration (FTA) program for the Enhanced Mobility of Seniors and Individuals with Disabilities.

BACKGROUND:

LYNX is the designated recipient of Section 5310 program funds for the Urbanized Orlando and Kissimmee areas. LYNX received Board authorization on October 22, 2020 to solicit Human Services Agency projects for the Urbanized Orlando and Kissimmee Section 5310 Program funds.

LYNX conducted a 5310 Virtual Grant Workshop on January 29, 2021 and each interested applicant was required to coordinate projects with Access LYNX as the Community Transportation Coordinator (CTC). Project proposals were due March 1, 2021 and a multi-disciplinary team comprised by the Florida Department of Transportation, MetroPlan Orlando and Access LYNX met to evaluate them. A second call for proposals was released on March 30, 2021. Project proposals were due May 7, 2021 and evaluated by the same multi-disciplinary team.

LYNX Oversight Committee Agenda

APPLICATION EVALUATION:

A total of eight proposals were received for operating and vehicle lease projects. Two of those proposals were disqualified due to incomplete or missing documentation, and/or lack of authorized signatures. The other six applications moved forward for evaluation.

The 5310 Evaluation Committee, consisting of Norman Hickling (ACCESSLYNX, CTC), Jo Santiago (Florida Department of Transportation), and Sarah Larsen (MetroPlan Orlando) reviewed submitted projects.

Proposals were prioritized and notices of intent to award were issued. A pre-award monitoring will be conducted to ensure compliance with federal regulations and LYNX requirements. These projects will support the travel needs of the elderly and individuals with disabilities in the LYNX service area, targeted to provide cost-effective transportation options beyond paratransit and supporting regional transportation coordination while reducing resource demands on ACCESSLYNX.

LYNX proposes to provide Section 5310 sub-recipient funding, subject to Federal Transit Administration (FTA) grant awards for the respective agencies below, based on the Evaluation Committee recommendation:

Sub-Recipient	Operating	Vanpool Lease	Total
The Opportunity Center	\$ 80,544	\$ 18,900	\$ 99,444
Meals on Wheels	90,000	8,280	98,280
Life Concepts Inc. dba Quest Inc.	35,000	0	35,000
Aspire	80,000	6,300	86,300
Osceola County Council on Aging	30,000	33,120	63,120
Primrose	149,266	82,800	232,066
Total	\$ 464,810	\$ 149,400	\$ 614,210

Sub-recipients will provide the 50% local match under the Section 5310 grant program for operating projects. Capital award for Section 5310 operation will be transfers of retired paratransit and/or vanpool vehicles, if available and subsequent approval by LYNX's Board of Directors with FTA concurrence.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE Goal has been established for this activity.

FISCAL IMPACT:

The Approved FY2021 Amended Operating Budget includes \$300,000 for purchased transportation expense as well as the federal revenue to cover the expense.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. v

To: LYNX Oversight Committee

From: **Leonard Antmann**
Chief Financial Officer
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Auction Surplus Capital Items and Obsolete Parts

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete capital items as identified in the following detailed list.

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for July 2021. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Surplus Capital Items:

Furniture and Fixtures:

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

- Included under this category is a Golf Cart beyond economical repair.

LYNX Oversight Committee Agenda

Other Vehicles:

Other Vehicles with a total net book value of \$0.

- There are seven vehicles that have reached their useful life and exceeding the FTA mileage requirement. Additionally, all would require significant repair and overhaul.

Revenue Vehicles:

Fixed revenue vehicles and paratransit buses with a total net book value of \$0

- There are four paratransit vehicles that have reached their useful life and exceeded the FTA mileage requirement. Additionally, all would require significant repair and overhaul.

Categorical Totals

Category	Acquisition Value	Net Book Value
Furniture and Fixtures	\$4,441	0
Other Vehicles	\$199,660	0
Revenue Vehicles	\$534,028	0
GRAND TOTAL	\$738,129	\$ 0

Obsolete Parts:

Includes obsolete parts from the revenue vehicle fleet. The total acquisition value is \$28,626.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2021.

LYNX Oversight Committee Agenda

Surplus Capital Items Detail:

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
12141	7844	9/30/2007	FE	Gator CX Golf Cart #134	5	\$4,441	\$0
				Subtotal Furniture and Fixtures		\$4,441	
17271	38771	3/31/2014	OV	Ford E-350XLT Van	4	\$30,496	\$0
17273	289-114	3/31/2014	OV	Ford E-350XLT Van	4	\$30,496	\$0
12660	30121	9/30/2008	OV	Ford E-350XLT Van	4	\$28,563	\$0
12672	30124	9/30/2008	OV	Ford E-350XLT Van	4	\$28,563	\$0
11545	27757	8/31/2007	OV	Ford E-350XLT Van	4	\$28,300	\$0
11192	26299	9/30/2006	OV	Ford E-350XLT Van	4	\$26,325	\$0
16898	195-114	12/31/2013	OV	CHEVY IMPALA	4	\$26,917	\$0
				Subtotal Other Vehicles		\$199,660	
19285	150586	3/1/2016	RV	Arboc Bus-Neighbor Link	4	\$133,507	\$0
19288	150588	3/1/2016	RV	Arboc Bus-Neighbor Link	4	\$133,507	\$0
19294	150587	3/1/2016	RV	Arboc Bus-Neighbor Link	4	\$133,507	\$0
19297	150585	3/1/2016	RV	Arboc Bus-Neighbor Link	4	\$133,507	\$0
				Subtotal Revenue Vehicles		\$534,028	
				Grand Total		\$738,129	

Obsolete Parts Detail:

Lynx Part ID - Suffix	Part Description	Qty	EXT PRICE
81844-0	ADHESIVE - REARVIEW MIRROR	3	\$9
11-57919N000-0	ARM - CONTROL REAR SUSPENSION - GILLIG 711-713	1	\$129
82-39871-001-0	ARM - R/H TIE ROD 721-729	2	\$541
A00381-0003-0	BALL - STEEL 3/16 DIA	24	\$0
1956310-0	BEARING - DE PLATE RETAIN - 50 DN GENERATOR	2	\$21
A12494-0001-0	BEARING - FLANGED-RULON	99	\$166
A12475-0002-0	BEARING KEEPER - SINGLE (2)	10	\$0
31-28-0	BLADE - WIPER FRONT 28" 05 DG GRAND CARAVAN 3.3L	2	\$5
916-1436-008-2	BOARD - DISPLAY W/SENSOR SIDE SIGN	5	\$0
M20-GPS-0	BOARD - GPS MODEL 20 - APC	1	\$525
M20-POWER-0	BOARD - POWER SUPPLY MODEL 20 - APC	1	\$150
816-1632-013-1	BOARD - TWN VISION LED (REP)	2	\$800
H01151857-0	BOLT - COOLER MTG VOITH D864.3E HEX - M16X1.5X40	4	\$23
54-13113-064-0	BOLT - WING RAD SHROUD MTG	21	\$80
01-43233-000-0	BRACE - BELT GUARD	1	\$18
01-59581-001R-0	BRACKET - ENGINE MTG	2	\$185
14-50035-001-0	BRACKET - LOCK MTG A/C DOOR	1	\$26
01-43332-000-0	BRACKET - LOCK PIN	1	\$207
22-48062-000-0	BRACKET ASM - AC IDLER	1	\$185
82-44844-005-0	BRACKET ASM - BRAKE CHAMBER MTG RH	1	\$90
06-47512-000-0	BRACKET PLATE - TOW EYE STREET SIDE	1	\$124

LYNX Oversight Committee Agenda

Lynx Part ID - Suffix	Part Description	Qty	EXT PRICE
8L8Z13N021A-0	BULB - FOG LIGHT W/SOCKET - FORD ESCAPE	2	\$38
F8RZ13B765BA-0	BULB - INSTRUMENT PANEL W/SOCKET 02/03 FD F350 7.3L	7	\$41
89-0	BULB - MINIATURE 12V 6CP	80	\$11
82-06886-000-0	BUSHING - BRAKE SHOE - SLOTTED (UNFINISHED)	29	\$97
F3TZ7L278A-0	BUSHING - SHIFTER COLUMN 02/03 FD F350 7.3L	2	\$7
B22284-0001-0	CABLE - ELEC LOCK MOTOR	4	\$0
P4-0	CABLE ASM - GPS ANTENNA - APC	1	\$75
82-21975-000-0	CABLE ASM - HEAT CTL (40.5")	4	\$79
66-2296-0	CAP - SERVICE VALVE T/K "THERMO KING ONLY"	5	\$30
412-9205-0	CAP SCREW - HEX SOC HD - LIFT U	3	\$3
493-1420-750-0	CAPSCREW - DEST SIGN - 1/4 X 20 1/2	10	\$15
70938-0	CARTRIDGE - AIR VALVE ASM - OIL SPINNER	2	\$177
01-38224-000-0	CHANNEL - BELT GUARD	1	\$13
A00185-0001-0	CHOPPER - DISC FAREBOX	11	\$0
54-00029-007-0	CLAMP - 2 1/4 EXHAUST	85	\$0
53-21364-010-0	CLAMP - CONST-TORQUE 2.75-3.1 BRT	16	\$55
A00717-0300-0	CONNECTOR - CIRC. 9 POS	13	\$0
B11893-0003-0	CONNECTOR - HSNG. 2-POS	10	\$0
5319225-0	CONNECTOR - MALE - EGR COOLER W/O-RING	1	\$58
A00174-0002-0	COVER - KEY FAREBOX	28	\$0
59-28251-000-0	DECAL - IGN SEL / ENG START / COMP LIGHTS	1	\$7
816-1436-008-3	DISPLAY - LED TWIN VISIONS - WARR	10	\$0
82-22245-000-0	EDGE ASM - SENSITIVE R/H BRT	1	\$156
20-45095-000R-0	EXTRUSION - HORIZONTAL DOOR W/O SLOT	2	\$95
20-45095-001L-0	EXTRUSION - HORIZONTAL DOOR W/SLOT	2	\$192
20-45095-001R-0	EXTRUSION - HORIZONTAL DOOR W/SLOT	4	\$436
46728-0	FILTER - AIR 02 FORD F350 7.3L	2	\$23
FP51-0	FILTER - CABIN AIR - FORD ESCAPE	1	\$0
58968-0	FILTER - TRANS - 02/03 FORD F350/E450 TRUCK	5	\$58
135-05-1501-0	FILTER ELEMENT - FS2500	31	\$1,165
203003-16-16S-0	FITTING - AEROQUIP TEE 16-16S	1	\$66
10084-0	FIX-A-FLAT - W/HOSE 20OZ	3	\$29
82-04961-000-0	GASKET - VOITH TRANS OIL PAN - D864.3E	3	\$150
610077-0	GASKET - BODY - HCDT2000 - SKF ONLY	40	\$115
82-17783-001-0	GASKET - FUEL LEVEL CTL VALVE	1	\$9
EOTZ1001A-0	GASKET - REAR AXLE 06 FD E350 SD 5.4L	2	\$3
61-3549-0	GAUGE - A/C SUCTION PRESSURE	2	\$123
A12493-0001-0	GEAR - 22T (B) FAREBOX	7	\$0
A21259-0001-0	GEAR - LOCKING BAR MOTOR - FAREBOX	5	\$22
B23685-0001-0	GEAR - WORM - FAREBOX	16	\$127
A16063-0001-0	HARNESS - SOL EXTENSION - FAREBOX	4	\$59
19-68351-010-3	HOOD - MFD DISPLAY (WARR)	2	\$0
3977830-0	HOSE - FLEX (ALT OIL SUPPLY) - ISL	1	\$45
151.00327810-0	HOSE - TRANS COOLER - VOITH	1	\$631
B00192-0001-0	HOUSING - KEY FAREBOX	12	\$0
508450001-0	HOUSING - REAR DEST SIGN	1	\$185
53-19669-018-0	HUBODOMETER - 543-551 RPM	3	\$90
73165-0	INSERT - CENTRIFUGE	53	\$20
92-2927-0	INSULATION - T/K CONDENSER FLOOR	1	\$102
A12407-0001-0	KEEPER - BEARING #4	11	\$0
13-41361-015-0	KEY - ID #72 DINEX - I / O CTRL	1	\$67
13-41361-017-0	KEY - ID #74 DINEX - I / O CTRL	1	\$67
13-41361-020-0	KEY - ID #75 DINEX - I / O CTRL	2	\$154

LYNX Oversight Committee Agenda

Lynx Part ID - Suffix	Part Description	Qty	EXT PRICE
4309439-0	KIT - AIR COMPR CYL HEAD - ISL	4	\$2,139
HLN1457A-0	KIT - HANDSET/HANGUP - MOTOROLA RADIO	1	\$242
TRLK-KIT-0	KIT - HARD DRIVE LOCKING - SEON	1	\$7
619111-0	KIT - HEATER 24V - HCDDT2000 - SKF ONLY	3	\$145
82-43479-000-0	KIT - REAR EXIT DOOR - BRT	2	\$5,978
619913-0	KIT - REGENERATION VALVE - SKF ONLY	41	\$331
82-30371-000-0	KIT - SOLENOID VALVE REPAIR	2	\$328
82-47814-001-0	LAMP - DUAL READING SUBURBAN	1	\$116
51-47926-000-0	LAMP KIT - ELECT PANEL W/WIRE	2	\$14
53-28507-000-0	LATCH - BATTERY TRAY	3	\$89
13-37244-002-0	LENS - BACK UP - GILLIG / ROAD RANGER	4	\$22
A00169-0002-0	LEVER - LOCK FAREBOX	10	\$0
CC2219867A-0	LINE - A/C 09 FD E350	1	\$58
82-23211-001-0	MAGNET - REAR AXLE	1	\$1
C79-9406-0	MAT ASM - SENSITIVE R/S - LIFT U	0	\$0
45-2339-0	MODULE - T/K DISPLAY - INTELLIGAIRES III	1	\$243
901-1800-300B-2	MODULE - W/LAN - DR600	7	\$0
82-18807-003-0	NUT - FRT WHEEL	30	\$106
82-32833-005-0	NUT - REAR WHEEL	60	\$78
82-34670-000-0	NUT RING - WARNING HORN	30	\$11
1958286-0	O-RING - GEN BRG/HUB - 50DN GEN	3	\$5
01.0307.58-0	O-RING - SHAFT SEAL - VOITH D864.3E	1	\$4
0634313016-0	O-RING - ZF SPEED SENSOR	10	\$6
BR1266-0	PADS - BRAKE FRT MOTORCRAFT- 02 F350	2	\$72
BRSD-757-0	PADS - BRAKE REAR- 02 F350 "MOTORCRAFT ONLY"	2	\$79
13-62637M016-0	PANEL - REAR RUN BOX	1	\$137
5013978AA-0	PIGTAIL - FUEL PUMP 15 RAM 3500 6.7L	1	\$41
BC222C150B-0	PIN - CALIPER FD E450 5.4L	4	\$58
B00010-0212-0	PIN - ROLL .062 X 3/8	8	\$0
53-10828-000-0	PIN - SELF LOCKING	1	\$5
01-65430-000-0	PIPE - CPF OUTLET 2010 SPHERICAL	1	\$285
01-56722-000H-0	PIPE - EXHAUST TURBO OUTLET	1	\$430
A22704-0001-0	PLATE - BEARING - FAREBOX	7	\$16
01-56724-000-0	PLATE - EXH PIPE SUPPORT	1	\$49
A00176-0001-0	PLATE - MTG KEY HOUSING	15	\$0
C12424-0007-0	PLATE - PRINTER SIDE / FRONT	3	\$92
14-55487-000-0	PLATE - REINFORCEMENT	1	\$680
506468001-0	PLATE ASM - NUT - DEST SIGN	2	\$90
H50835010-0	PLUG - OIL DRAIN - VOITH	1	\$7
231-2406-0	PLUG W/C PLASTIC	1	\$2
F7DZ7R264AA-0	PLUNGER - SHIFT 02/03 FD F350 - FORD 08/09 FORD E350 VAN	1	\$14
A15137-0001-0	PRESURE ROLLER FAREBOX	12	\$203
B14785-0001-0	PULLEY - 16 TOOTH - FAREBOX	20	\$291
A00168-0002-0	RETAINER - COIN STRIPPER	9	\$0
A00167-0002-0	RETAINER - PAPER STRIPPER	9	\$0
B00067-0002-0	RETAINING RING - CRESENT	12	\$0
0634801151-0	RING - COPPER SEAL - ZF TRANS	1	\$1
82-09261-002-0	RING - PIVOT ASM RETAINING - EXT DOOR	1	\$3
A00253-1824-0	RIVET - OVAL HEAD FAREBOX	340	\$0
82-11310-000-0	ROLLER - BRAKE SHOE	70	\$235
82-19125-000-0	ROLLER - BRAKE SHOE	96	\$188
A16184-0003-0	ROLLER ASSY - FAREBOX	5	\$114
BRR92-0	ROTOR - BRAKE FRT 02 F350	2	\$138

LYNX Oversight Committee Agenda

Lynx Part ID - Suffix	Part Description	Qty	EXT PRICE
BRR92-0	ROTOR - BRAKE FRT 02 F350	2	\$138
B22286-0001-0	S/A, CABLE CHOPPER	4	\$0
54-13119-031-0	SCREW - 6-20 X .75 FLTHD	82	\$5
81183045-0	SCREW - CORROSION RESIST - DEST SIGN	4	\$3
B05655-2051-0	SCREW - FAREBOX SEMS - 8-32 X 5/16	50	\$46
A00263-2047-0	SCREW - H.W.H. 8-32X1/4	7	\$0
81225016-0	SCREW - HEX MACHINE - DEST SIGN	4	\$4
A00256-2048-0	SCREW - P.F.H.8-32 X 5/16	70	\$0
B05655-2002-0	SCREW - P.H. 2-56 X 3/16 - FAREBOX	16	\$3
A01229-2015-0	SCREW - SEMS 4-40 X 5/16	6	\$0
B05655-2030-0	SCREW - SEMS 6-32 X 1/4	6	\$0
B05655-2003-0	SCREW - SEMS SC PH 2-56 X 1/4	2	\$0
A17334-0001-0	SCREW - SHOULDER	3	\$0
H01244850-0	SCREW - SOCKET HEAD - D864.5 HEAT EXCHANGER	20	\$60
54-14445-005-0	SCREW - SURGE TANK 10-32 X 5/8 SS	16	\$4
82-16268-0	SCREW - W/WASHER	4	\$8
0736101359-0	SCREW - ZF TORX - M6 X 45	10	\$7
73240-0	SEAL - CENTRIFUGE BOWL	20	\$100
71264-0	SEAL - COVER VITON	19	\$47
4160-0	SEAL - GREASE FRT 07^ FORD E350 VAN / 03 FORD F350	3	\$21
4765-0	SEAL - TRANS REAR 06 FORD E-350 (4R75E)	2	\$24
10514967-0	SEAL KIT - 50DN GENERATOR (BOLT ON)	2	\$41
01.0044.73-0	SEAL RING - FLUID SWITCH VOITH D864.3E	8	\$6
3150022024-0	SENSOR - EMP CAC AR TEMP	1	\$20
3150010016-0	SENSOR - EMP COOLANT THERMISTOR	1	\$20
A14502-0001-0	SHAFT- ASSEMBLY #1 - FAREBOX	3	\$152
B14240-0001-0	SHAFT ASSY - #5 FAREBOX	24	\$0
A14501-0001-0	SHAFT ASSY - NO. 4B	5	\$120
82-48173-001-0	SHIELD - DEBRIS - GILLIG 721-730	2	\$39
01-40318-000-0	SHIELD - DRIVE BELT	1	\$22
B01272-0003-0	SLIDE - LOCK ACTUATOR	3	\$0
A22557-0002-0	SPACER - BRACKET FAREBOX	4	\$0
A12804-0001-0	SPACER - CASSETTE DRIVE - FAREBOX	2	\$1
1956314-0	SPACER - HUB BALL BEARING - 50DN GEN	3	\$4
A22244-0001-0	SPACER - WASHER FAREBOX	41	\$22
B00016-0014-0	SPRING - COMPRESSION	23	\$0
B00016-0003-0	SPRING - COMPRESSION LG.	28	\$0
82-03832-000-0	SPRING - REAR BRAKE	200	\$452
A15750-0002-0	SPRING FAREBOX	7	\$7
54-09120-001-0	SPRING NUT - HEAT SHIELD	27	\$2
A14239-0001-0	STRAP - FAREBOX BEARING	12	\$15
82-19710-004-0	STUD - FRONT WHEEL 711-713	48	\$91
A9-467-0	SWITCH - THER INT NIEHOFF	2	\$220
GLF-4Y-0	TAP - GLF WHEELCHAIR - APC	8	\$360
B11896-0004-0	TERMINAL - FAREBOX	4	\$1
B12691-0122-0	TERMINAL - FEMALE	28	\$0
C22023-0001-0	TERMINAL - FEMALE FAREBOX	68	\$0
3964143-0	TUBE - FUL INJECTOR SUPPLY - ISL	1	\$25
4937207-0	TUBE - TURBO COOLANT SUPPLY	1	\$45
4937215-0	TUBE - TURBO OIL DRAIN ISL	1	\$19
730-0676-0	TUBE SHAFT - W/C FWD	1	\$243
13-46060-057-0	UNIT - MODEL 30 APC PREWIRE	11	\$0
906-2101-000-1	UNIT - OCU SMART SERIES DR600 (REB)	2	\$920

LYNX Oversight Committee Agenda

Lynx Part ID - Suffix	Part Description	Qty	EXT PRICE
53-00277-000-0	VALVE - CHECK	5	\$16
82-09235-000-0	VALVE - RELIEF BRT	1	\$19
53-00467-000-0	VALVE - SR1 BRAKE	7	\$157
82-03430-000-0	WASHER - 7/8 BRAKE	361	\$76
80154008-0	WASHER - FLAT - DEST SIGN	4	\$3
80154011-0	WASHER - FLAT - DEST SIGN	4	\$2
B01872-0060-0	WASHER - SHIM .515 OD X .059	7	\$1
80184022-0	WASHER - SPLIT LOCK - DEST SIGN	4	\$2
80184026-0	WASHER - SPLIT LOCK - DEST SIGN	4	\$3
0730008417-0	WASHER - ZF SHIM - 0.80" OD	10	\$19
77-2516-0	WHEEL - A/C BLOWER (CW CURBSIDE) - T/K	1	\$126
82-42642-643-0	WINDOW - 34" EGRESS GLASS & FRAME ONLY (ATWOOD)	1	\$793
82-42759-443-0	WINDOW - COMPLETE 56" FIXED (ATWOOD)	3	\$1,717
82-47770-443-0	WINDOW - COMPLETE 56" FIXED 35' BRT (ATWOOD)	2	\$1,040
110009-0	WIREKOTE - (12.75 OZ.)	1	\$3
		Total	\$28,626

LYNX Oversight Committee Agenda

Action Agenda Item #7.A.

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release a Request for Proposal (RFP) for the Manufacture of LYNX Transit Shelters

Date: 6/24/2021

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 manufacturing of LYNX Transit Shelters. The term of the contract will be for three (3) years from date of award with the option of two (2) one (1) year extensions.

BACKGROUND:

In September 2018, LYNX awarded a contract #19-C46 for Transit Shelter manufacturing to Spencer Fabrications, Inc. for a term of three (3) years. The current contract will expire in September 2021.

The shelter styles included in the RFP are included for reference below. This contract allows for procurement of other amenities including solar panels, benches, trash cans, bike racks, and custom bus shelters and amenities.

LYNX currently has approximately 1200 bus shelters. Based on the annual budget, LYNX strives to install 25 to 30 new bus shelters per year. LYNX expects to purchase a minimum of twenty-five (25) shelters over the life of the contract to support new and replacement transit shelters.

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PICTURES OF SHELTERS:

15' x 15' Shelter



10' x 10' Shelter



6' x 9' Shelter



6' x 13' Shelter



DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses.

FISCAL IMPACT:

The Approved FY2021 Capital Budget includes \$1,526,444 for new shelters. These projects are funded 100% with Federal Funds.

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Action Agenda Item #7.B.

To: LYNX Oversight Committee

From: Bruce Detweiler
Interim Director Of Plan And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6136

Item Name: Ratification of a Grant Application for the FY22/23 Service Development Grant Application to the Florida Department of Transportation (FDOT) and Adoption of Resolution #21-004

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of a grant application submitted to the Florida Department of Transportation (FDOT) for the Fiscal Year 2022/2023 Public Transit Service Development Grant Program in the amount of \$1,351,905 and adoption of Resolution #21-004 (attached hereto), authorizing the Chief Executive Officer to execute a grant agreement with FDOT upon project selection and award.

BACKGROUND:

The Florida Department of Transportation (FDOT) is soliciting applications for FY2022/2023 Public Transit Service Development Program Funding. This program was enacted by the Florida Legislature to provide initial funding for special projects.

The program is selectively applied to determine whether a new or innovative technique or measure can be used to improve or expand public transit. Service Development Grant (SDG) projects specifically include the use of new technologies, services, routes or vehicles; the purchase of special transportation services and other techniques for increasing service to the riding public; and new technologies or methods for improving operations, maintenance and marketing. However, priority will be given to those projects that have the potential to benefit other transit systems and that have not been undertaken by other agencies.

The SDG applications were due on June 4, 2021. The proposed projects, if awarded, will be programmed in the FDOT Work Program in FY 2023. Approved project funding would then become available July 1, 2022. Projects requested for FY2023 must be executed by May 1, 2022

LYNX Oversight Committee Agenda

or funds may be removed and made available for the next highest ranked, unfunded project that can be implemented immediately.

LYNX, with support from Osceola County, submitted an application to FDOT on June 4, 2021 for a new fixed-route service serving St. Cloud and Lake Nona. The route will run from US 192 in St. Cloud along Narcoossee Road and Laureate Boulevard before reaching the Nemours Children's Hospital. This new route would operate seven days per week, with 60-minute frequency. In addition, LYNX proposed a new NeighborLink route to serve the City of St. Cloud. This route will operate seven days per week, with 60-minute frequency, and serve the area generally bound by Lakeshore Boulevard, Narcoossee Road, 17th Street, and Old Canoe Creek Road.

The grant applications requested \$1,351,905 from FDOT, reflected a local match from Osceola County in the like amount of \$1,351,905 and assumed a 10% farebox collection rate of \$300,423 over the two year project, for a total cost of \$3,004,233.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff will include the award of this program in the appropriate LYNX fiscal year budget upon confirmation of award and securing the local match.

CERTA RESOLUTION NO. 21-004

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FY2022-2023 SERVICE DEVELOPMENT GRANT PROGRAM, IN THE AMOUNT OF \$1,351,904.90 DOLLARS.

WHEREAS, the LYNX Board of Directors (BOARD) has the authority and believes it is in the best interest of LYNX to authorize the CEO, or designee, to file and execute this grant application and all supporting documents, agreements and assurances which may be required in connection with the application as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The LYNX BOARD has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT in FY2022-2023.
3. The BOARD authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to submit grant applications to the Florida Department of Transportation for fiscal year 2022-2023 in the amount of approximately \$1,351,904.90 dollars on behalf of LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications, assurances, reimbursement invoices and any other documents in connection with the grant application.
4. The BOARD authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation.
5. The BOARD authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.
6. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FY2022-2023 SERVICE DEVELOPMENT GRANT PROGRAM, IN THE AMOUNT OF \$1,351,904.90 DOLLARS.

APPROVED AND ADOPTED this 24th day of June 2021 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

LYNX Oversight Committee Agenda

Action Agenda Item #7.C.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Execute Lease Agreement with City of Kissimmee for the Osceola County Satellite Facility

Date: 6/24/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Lease Agreement Between the City of Kissimmee and the Central Florida Regional Transportation Authority d/b/a LYNX (Southern Operations Base Facility) for the fixed route bus operations at the City of Kissimmee's public works facility known as the LYNX Osceola Satellite Facility (OSF).

BACKGROUND:

In 2010, LYNX staff, with consultant assistance and in coordination with Osceola County staff, completed a preliminary analysis of relocating a portion of LYNX fixed route operations in Osceola County. The result of this analysis indicated an opportunity to reduce the number of bus hours and mileage and expense experienced each year generated by buses traveling from the LYNX Operations Center (LOC) near downtown Orlando to start revenue service in Osceola County. A reduction in non-productive bus travel presented an opportunity to improve the efficiency of the system and reduce overall operating costs to the system.

Current services require over one hundred drivers, seven supervisors and nine maintenance personnel assigned to work out of the OSF facility along with parking for 46 buses.

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The primary change to the new lease agreement are:

- Rent adjusted to the Consumer Price Index (CPI) over the previous 5 years
- Clarification in the number of parking spaces allocated to LYNX employees
- Cost of using the City of Kissimmee bus wash facility
- Allocation of cost for janitorial services

The base monthly rent is \$7,953.09 along with pass through operating costs such as fuel, janitorial and bus wash facilities. The rent will be adjusted annual using the CPI. LYNX staff is evaluating available property in North Osceola/Southern Orange County for a long-term solution for a southern operating facility.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2021 approved amended budget includes \$8,100 per month rent for both the office and bus lot contained in the lease agreement. This expense is paid with federal funding.

**LEASE AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(Southern Operations Base Facility)**

THIS LEASE AGREEMENT, (the “New Lease Agreement”) is entered into on this _____ day of _____, 2021 between the City of Kissimmee, a municipal corporation located within Osceola County, Florida hereinafter referred to as “Lessor” and the Central Florida Regional Transportation Authority, d/b/a LYNX, whose address is 455 North Garland Avenue, Orlando, FL 32801, hereinafter referred to as “Lessee” (collectively referred to as the “Parties”).

RECITALS:

WHEREAS, the CITY and LYNX entered into a License Agreement (the “Initial Agreement”) dated December 17, 2010 pursuant to which the CITY licensed to LYNX portions of the municipal real property located at the municipal facility on 100 North Alaska avenue, known as Central Services Building (the “Facility”). Attached hereto as Exhibit “A” is a sketch of the overall property sometimes referred to as the “Site Plan”; and

WHEREAS, on January 10, 2011, the Parties entered into the First Amendment of the Initial Agreement for purposes of considering the Agreement a “Lease,” creating an annual increase of rent based on the Consumer Price Index (“CPI”), adding charges for the bus wash and extending the term of the Lease (for purposes of this Lease Agreement the term “Original Lease Agreement” shall refer to both the First Amendment of the Initial Agreement and the Initial Agreement collectively hereinafter); and

WHEREAS, on or about October 15, 2012, the Parties entered into a Letter of Agreement (the “Second Amendment”), which modified certain provisions of the Original Lease Agreement related to the Bus Wash Facility; and

WHEREAS, on September 26th, 2014, the Parties agreed and entered into a Third Amendment to the Original Lease Agreement (the “Third Amendment”), which modified certain provisions of the Original Lease Agreement related to the Parking Premises; and

WHEREAS, on or about February 25th, 2016, the parties agreed and entered into a Fourth Amendment to the Lease Agreement (the “Fourth Amendment”), which modified certain provisions of the Original Lease Agreement related to the Office Premises and Monthly Rent; and

WHEREAS, the Parties agree to enter into a New Lease Agreement to alleviate confusion and disparities between the Initial License Agreement and the various subsequent amendments to the Original Lease Agreement.

I. DESCRIPTION OF PREMISES

A. LEASED OFFICE PREMISES: Lessor leases to Lessee on an exclusive basis that portion of the Facility, consisting of approximately 2,432 square feet of interior office space located within the Central Services Building, as reflected on the Site Plan, and also identified in detail on the attached Exhibit “B” (“Office Premises”). Included within this component will be the non-exclusive right to use the conference room in the Central Services Building, as reflected in Exhibit “B,” and as referenced in Section IV (D), entitled “Privileges” below.

B. LEASED BUS LOT PREMISES: Lessor leases to Lessee on an exclusive basis that vacant land adjacent to the Central Services Building, as identified on the Site Plan and further reflected in detail on Exhibit “C”, which consists of approximately 58,383 square feet of partially improved land (“Bus Lot Premises”). This portion will be used by the Licensee for parking and maintenance of its “LYNX” labeled or marked vehicles (which includes LYNX buses).

C. LEASED PARKING PREMISES: Lessor leases to Lessee on an exclusive basis forty (40) automobile parking spaces constituting a part of the main automobile parking lot directly in front of the Central Services Building for the purpose of automobile parking for the Lessee’s employees, as identified in the plan attached and included in “Exhibit D” (“Parking Premises”). Overflow parking is available for any of Lessee’s employee vehicles that exceed the forty (40) spaces in the unpaved lot on the Southeast corner of the intersection of Alaska Avenue and Mabbette Avenue.

The Office Premises, Bus Lot Premises and Parking Premises are reflected on the Site Plan attached hereto as Exhibit “A” and further specifically identified in Exhibits “B,” “C” and “D.” They shall collectively be referred to as the “Leased Premises.”

II. CONDITION OF PREMISES

Lessee accepts the Leased Premises and any improvements on, about or associated with the Leased Premises “As Is,” in its present-day condition.

III. RENT, FEES, AND PAYMENTS

A. RENT: The rent for the Office Premises shall be \$28,991.69 per year, payable monthly (“Office Monthly Rent”) in advance, in the amount of \$2,415.97 for a period of twelve (12) months. The rent for the Bus Lot Premises shall be \$5,537.12 a month for a period of twelve (12) months. Together the Office Monthly Rent and Bus Lot Premises Rent is hereinafter referred to as “Rent.” The Rent shall be subject to adjustment on each anniversary date. The annual increases in Rent are based upon an increase of the CPI over the prior year’s rent. The CPI will be obtained from the United States Bureau for Labor Statistics website from the most current posted detailed report based upon the entire “Department of Labor Consumer Price Index Urban Wage Earners and Clerical Workers Series (CPI-

W)” The only adjustment as so noted will be an increase, if appropriate. Rent will not decrease based on any CPI adjustment.

B. WASH FACILITY: Lessee shall have access to the Central Services wash facility and prewash station as set forth in Part IV(B), entitled “Bus Wash Facility” below. Per this New Lease, all charges generated through use of these areas will be billed to the Lessee on a monthly basis. The Lessee will pay to the Lessor, \$10.00 for each bus wash, subject to annual review to determine whether the amount charged is reasonable as set forth herein.

Each January 1st, the cost for the bus wash may increase or decrease depending on the cost of supplies to the Lessor. In such a case, the Lessor will furnish to the Lessee on or before said January 1st, a complete schedule of all the cost paid to third parties for all supplies (including utilities) for the bus wash only for the beginning and the end of said calendar year (including supplies whose cost have increased as well as supplies whose cost have decreased), along with copies of said invoices. The Parties will meet to determine any increase or decrease in the cost for the bust wash, considering any increases and/or decreases for all such supplies (including utilities). Any change in the cost will be effective thirty (30) days thereafter and memorialized in writing by Letter of Agreement of both Parties hereto.

C. FUEL STATION (GASOLINE): Lessee shall have access to the Central Services Fuel Station as set forth in Part IV (C), entitled “Fuel Station,” below. All charges generated through the purchase of said fuel by the Lessee will be billed on a monthly basis.

D. RENT DUE DATE: Rent will be due on the first day of every month (“Due Date”) and shall be deemed to be delinquent if not received by the Lessor on or before the tenth day of every month. Lessee shall pay all fees within ten (10) days of receipt of invoices. Failure to timely pay shall be a default of the New Lease.

E. TIME AND PLACE OF PAYMENT: All payments of rents, fees, and other charges are to be made to the City of Kissimmee, Attn: Finance Director, 101 Church Street, Kissimmee, Florida, 34741.

IV. PRIVILEGES

A. USE: This New Lease Agreement agrees that the Leased Premises will be used solely for the Permitted Uses set forth in this New Lease Agreement. The Leased Premises shall not be used for any other purpose without the Lessor’s consent. The Lessor grants the Lessee the right and privilege to conduct administrative functions in the Office Premises. General bus operations shall be allowed in areas specified for bus operations.

B. BUS WASH FACILITY: There is located on the Facility a prewash station and wash facility as reflected on the Site Plan and specifically identified in Exhibit “E,” attached hereto. Lessee may utilize this wash and prewash facility for its buses in cooperation with the Lessor’s facilities. No personnel from the Lessor will be required to assist the Lessee in this matter, and the Lessee will use its own personnel.

C. FUEL STATION: The Lessee will have available for its use the fuel station owned by the Lessor as reflected on the Site Plan and specifically identified on Exhibit “E” attached hereto, which will be used for the unleaded or regular gasoline as well as diesel, for the Lessee’s vehicles. The Lessee will still have the option to provide for its own use on the Bus Lot Premises aboveground storage tanks for diesel as identified in Exhibit “C”. No personnel from the Lessor will be required to assist the Lessee in this matter.

D. CONFERENCE ROOM: As reflected on Exhibit “E,” there is a conference room adjacent to the Office Premises. Subject to appropriate scheduling, the Lessee will be entitled to use the conference room, without charge.

E. ACCESS: The Lessee will have access to the Leased Premises 24 hours/day, 7 days/week. Access to the Central Services Building will be provided through the front general entrance facing Alaska Avenue. This will require Lessee employees to use security identification badges in compliance with Lessor security procedures. The Lessee will not have any access through any other “secured areas” or any common areas of the Central Services Building.

Access to the Bus Lot Premises will be provided through the southern access gate as reflected on the Site Plan. Further, the common access way as noted on the Site Plan will be available to the Lessee on a non-exclusive basis for the purpose of having access to the Leased Premises and for further utilizing the bus wash facility and the fuel station, as reflected in “Exhibit E.”

F. ACCESS KEYS: Lessee will be provided with access keys to the security gate, fuel island and Central Services Building.

G. PROHIBITED USE: The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth unless approved in writing by the Lessor. Lessee shall not commit or suffer to be committed any waste in or upon the Leased Premises or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes. Lessee agrees that it will not undertake certain, recurring, and normal maintenance for the buses on the Leased Premises, involving petroleum products, such as oil change and lubrication, or other major repairs; however, emergency repairs in order to make a bus operative

is permitted. In addition, other normal maintenance for buses will be permitted on site, i.e., changing windshield wipers, changing headlights, etc.

V. OBLIGATIONS OF LESSEE

A. NET LESSOR: The use and occupancy of the Leased Premises by Lessee shall be without cost of expense to the Lessor, except for Lessor's obligations set forth or specifically provided elsewhere herein. However, the rent paid by Lessee for the Office Premises will be all inclusive and will, except as otherwise set forth herein, constitute "gross rent."

B. MAINTENANCE OF LEASED PREMISES:

1. All upkeep, repair and maintenance of the "Office" Leased Premises including, but not limited to, interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, air conditioning and heating systems, which exist for the leased portion of the premises and which are used for the satellite operations office, shall be maintained by the Lessor, at no additional cost to Lessee. Any destruction of the Office Premises by Lessee shall be the sole responsibility of the Lessee to repair or replace. All upkeep, repair, and maintenance of the "Bus Lot" Leased Premises including, but not limited to, use of the land will be the responsibility of the Lessee.

2. Lessor will not store or dispose of any debris or waste materials on Central Services Building property, except by means of waste receptacles or containers authorized by Lessor.

3. Lessee agrees that upon the expiration of the term of this Lease or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, excluding improvements and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours and after notice to the Lessee. Any such inspection will be accompanied by the Lessee's representative. Lessor reserves the right to enter the Leased Premises during such time as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures, but in such case, Lessor will make a reasonable effort to contact the Lessee so that the Lessee can accompany the Lessor.

C. CONSTRUCTION, ALTERATIONS, REPAIRS AND ADDITIONAL CONSTRUCTION:

Lessee shall not erect any structures, make any improvements, modifications or undertake any other construction on the Leased Premises nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structures which is existing or built, or install any fixtures other than trade

fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor, except as set forth herein.

D. UTILITIES FOR CENTRAL SERVICE OFFICE SPACE OPTION: Lessor and Lessee shall share the cost and payment of the utilities. Utilities shall specifically include water, sewer and wastewater, electricity, and system security. Lessee agrees to pay 20% and Lessor agrees to pay 80% toward all costs and charges for utility services furnished to the Leased Premises. Lessee shall pay Lessee's share of utilities to Lessor within thirty (30) days of receiving the invoice for said utilities. Lessee will pay a proportional cost of any future fire fees or other future fees enacted to cover the cost of governmental services.

E. JANITORIAL SERVICES: Lessor and Lessee shall share the cost and payment of janitorial services. Lessee to pay 50% toward all costs and charges for janitorial services furnished on the Leased Premises, which consists of restroom cleaning. Services will be provided Monday – Sunday. Lessor reserves the right to require the Lessee to fund the cost of additional cleaning if the Lessee's volume of activity and/or weekend operations results in an unsanitary and/or unacceptable condition of appearance. The lessor shall be the sole judge of the appearance and cleanliness of the facility and may upon written notice require specific work to be completed by Lessee.

F. COMMUNICATION SERVICES: Lessee shall procure for its own account, shall be solely liable for, and shall promptly pay all charges for telephone and other communication services consumed or used in or at the Leased Premises.

G. TRASH AND GARBAGE REMOVAL: Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable – covered meal receptacles in an area designated by the Lessor for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, and other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

H. SIGNS: No signs, billboards, flyers shall be erected or maintained by Lessee except according the Lessor's requirements for location and use of signs on Central Services property. Before erection of any sign, billboard or flyer on City property, Lessee must obtain approval from Lessor. Use of advertising media or devices (such as sound devices) which shall be audible from the exterior of the Leased Premises shall be prohibited, but this will not preclude the normal operations associated with the Lessee's buses such as radios for the buses.

I. NOTICE OF ACCIDENTS OR DAMAGE: Lessee shall give immediate notice to the lessor in case of fire or accidents on the Leased Premises.

J. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE: Lessee shall handle, use, store and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with lessee on the Central Services property in accordance with all applicable federal, state, and local laws which include, but are to limited to, Lessor's regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the property through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessees sole cost and expense. Further, lessee shall notify the Lessor and all other appropriate government agencies of such occurrence immediately after said incident. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of the Lessee. The Lessee shall promptly pay for the full cost of such remedial action incurred by the Lessor, due to noncompliance under this section.

K. NO LIENS: Lessee shall keep the Leased Premises free from all liens, including but not limited to, mechanics liens arising from any alteration or construction work performed by Lessee, or labor or materials supplied to the Leased Premises under any contract by the Lessee. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contract is compiled within every particular detail. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this New Lease Agreement. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

L. COMPLAINE WITH LAW, RULES AND REGULATIONS: Lessee shall, at its sole expense, and in regard to its bus operations and any improvements undertaken by the governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Lease. Any penalties and costs levied as a result of the Lessee's breach of any term or covenants contained with this Lease shall be borne by Lessee. Lessee will ensure the integrity of the Central Services perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked during specified times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked inside the services area.

M. CONDITION OF BUS LOT PREMISES: The Lessee is accepting the Bus Lot Premises in its as is condition. If any improvements are needed in order to accommodate the Lessee's vehicles (i.e., heavy duty buses), in order to maintain the "load" brought by the Lessee's buses, then those improvements, (the "Bus Lot Improvements") shall be undertaken and paid for by the Lessee. If any improvements are undertaken and paid for by the Lessor, then the cost for the improvements shall be paid by the Lessee for the Bus Lot under Section III (A), entitled "Rent, Fees & Payments," effective from the completion of the improvements.

N. NONDISCRIMINATION: The Lessee for itself, its personal representatives, successors in interest, and signs, as part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, ethnicity, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services therein, no person on the grounds of race, ethnicity, creed, color, national origin, sex, age or disability shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other regulations imposed by or pursuant to 49 CFR Part 21, Non-Discrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of TITLE VI of the Civil Rights Act of 1964 and as said regulations may be amended.

VI. TERM OF LEASE

A. PRIMARY TERM: The term of this Lease shall be for a five (5) year period, with the period commencing on May 27, 2021 and ending on December 31, 2026.

B. ADDITIONAL TERM: Provided (i) Lessee has not defaulted on terms and conditions of this Lease and maintains continued compliance with all terms and conditions contained herein, (ii) the Lessor does not need the Leased Premises for its governmental operations, Lessee shall have an option to renew this Lease upon the same terms and conditions contained herein, for one (1) additional term of five (5) years. If the Lessor anticipates needing the Leased Premises for its governmental operations, it will notify the Lessee at lease one (1) year prior to the end of the initial term. Otherwise, the Lessor will be deemed not to need the Premises for its governmental operations.

C. HOLDING OVER; In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Lease after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Lease but shall be a tenancy of sufferance only.

VII. OBLIGATION OF LESSOR

A. ENTRY AND INSPECTION: Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

B. REPAIRS AND MAINTENANCE: Lessor shall at its sole discretion and expense, keep in good repair and maintain the following areas within the Leased Office Premises:

1. The roof, the exterior and supporting walls, the other structural portions of the Leased Premises.
2. The electrical system, to include all wiring, wiring devices, lighting fixtures and bulb replacement.
3. The plumbing system to include all plumbing and sewer lines. However, the lessee will be responsible for any blockage caused by the introduction of foreign material not intended for disposal in the system.
4. The HVAC system, to include all plumbing and sewer lines. However, the Lessee will be responsible for any blockage caused by the introduction of foreign material not intended for disposal in the system.

VIII. TERMINATION OF LEASE, ASSIGNMENT AND TRANSFERS

A. TERMINATION: This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. RIGHT OF LESSEE TO TERMINATE FOR CONVENIENCE: The parties understand that the Lessee is utilizing the Leased Premises in accordance with its public transit system, which may change from time to time, and, accordingly, the Lessee will have the right to terminate this Lease at any time upon ninety (90) days' notice to the Lessor.

C. TERMINATION BY LESSEE: Lessee may terminate this Agreement after default by Lessor in the performance of any covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee.

D. EXERCISING LESSEE'S RIGHTS OF TERMINATION: Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

E. TERMINATION BY LESSOR: Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the Rent or other fees, payments, or sums due for a period of thirty (30) days after the time such payments become due;
2. Abandon the Leased Premises;
3. Default in performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee and such default continues to be a period of sixty (60) days after receipt of written notice from Lessor of said default;
4. Appoint or to cause the appointment of a receiver for Lessee; or
5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor of said default.

F. WAIVER OF STATUTORY NOTICE TO QUIT In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section E of this Article, entitled "Termination by Lessor", a Notice of Termination Letter shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. Lessee expressly waives the receipt of any notice to quit or Notice of Termination, which would otherwise be given by Lessor.

G. SUBLETTING AND ASSIGNMENT Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor. Lessee may, with the prior written consent of Lessor, assign the New Lease; in such event, Lessee shall remain liable to Lessor for the remainder of the time of the New Lease to pay to Lessor any portion of rental and fees not paid by the assignee when due. The assignee shall not assign the New Lease except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the Lease shall be bound by the terms and conditions of this New Lease.

IX. RIGHTS UPON TERMINATION

A. LEASED PREMISES: It is the intent of this New Lease that the Leased Premises shall be and remain the property of the Lessor during the entire term of this New Lease and thereafter.

B. REMOVAL OF PERSONAL PROPERTY: Upon the expiration or termination of this Lease, all building, improvements and fixtures constructed or placed upon the Leased Premises shall revert, free and clear of any mortgage or lien to Lessor. At the termination of this New Lease for any reason after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, but shall repair at its own expense all damage caused by

such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

C. LANDLORD LIEN: Lessor waives any and all lien rights, including any statutory landlord's lien, in respect to any property of this Lease.

X. ENVIRONMENTAL MATTERS

A. STORAGE TANKS:

1. Lessee agrees to comply with all applicable federal, state, and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the premises or which might discharge on or under the premises, shall be registered with the appropriate federal, state, and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state, and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean: "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain, and reconcile all inventory records required by appropriate federal, state, and local regulations and to make such records available for inspection at the Leased Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. §280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to Lessor prior to the operation or installation of any regulated above or underground petroleum storage tanks on the Premise. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072. Florida Statutes.

B. HAZARDOUS MATERIALS COVENANTS:

1. Lessee hereby represents and warrants to and for the benefit of the disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive

Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, §6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Premises is prohibited by City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture, or any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination" shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on or off the buildings, facilities, soil, surface water, ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

2. HAZARDOUS WASTE: The Lessee shall not cause any Hazardous Materials Contamination on the Premises and not breach any laws protecting the environment or regulating pollution, contamination, hazardous wastes, toxic substance or the like. Lessee shall have no obligation to remediate or clean up any environmental contamination on the Leased Premises existing prior to the commencement date of this Lease including any shown to the extent of concentration shown, in any environmental inspections predating that commencement date. Lessor shall have no obligation to Lessee to clean up or remediate any Hazardous Materials Contamination. Lessee at the expiration of this New Lease, may conduct ground water and soil testing at the Leased Premises provided it repairs and damage caused by such testing.

3. EXISTING CONDITION: Lessee shall have no obligation whatsoever in regard to any hazardous materials or Hazardous Materials Contamination of the Facility on or prior to the effective date of the Initial Agreement. The parties will mutually agree upon an environment firm to undertake an environment audit to confirm the environmental condition both as of the beginning of the Lease terms and the end of the Lease terms.

XI. GENERAL PROVISIONS

A. NON-INTERFERENCE WITH OPERATIONS OF OTHER PARTY: Both the Lessor and the Lessee, by accepting this New Lease, expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the operations of the other party under this New Lease. However, in the event of such an occurrence affecting public safety (e.g., hurricanes), the parties will cooperate with each other with respect to the use of the Premises, and the Lessee will comply with the reasonable directions of the Lessor during said emergency such as, for example, ways to access the Leased Premises. Further, the appropriate representatives from both the Lessor and the Lessee will work up an emergency operation plan which would put in effect in the event of any such emergency.

B. WAIVER OF JURY TRIAL, VENUE, ATTORNEY'S FEES: It is mutual agreed by and between Lessee and Lessor that each other the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either Parties hereto against the other on any matter concerning or arising out of this New Lease. Venue of all actions shall be Osceola County, Florida. In any such action, each Party shall pay their own legal costs to include but not limited to attorney's fees, court costs, associated expenses, and all incidental costs those incurred in appellate proceedings.

C. PARAGRAPH HEADING: The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this New Lease.

D. NOTICE: Whenever any notice is required by this New Lease to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor and Lessee are as follows:

Lessor: City of Kissimmee
Office of the City Manager
101 Church Street
Kissimmee, FL 34741

Lessee: LYNX
Chief Operating Officer
455 North Garland Avenue
Orlando, FL 32801

E. FLORIDA LAW: This New Lease shall be interpreted in accordance with the laws of the State of Florida.

F. SUCCESSORS AND ASSIGNS: All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

G. SOVEREIGN IMMUNITY: Each Party acknowledges that the other Party is a governmental agency and is entitled to the benefits of sovereign immunity under the laws of the State of Florida. Neither party by entering into this New Lease waives the benefit of sovereign immunity.

H. SELF INSURANCE: LYNX does not maintain insurance to cover its liability within the limits of sovereign immunity and is self-insured to the extent LYNX is liable for any claims within the limits of sovereign immunity.

I. PUBLIC RECORDS: If either Party has questions regarding the application of Chapter 119, Florida Statutes, to each other's duty to provide public records relating to this New Lease Agreement, contact the other Party's custodian of public records at:

Public Records Custodian

c/o LYNX
Mr. Matthew Friedman
455 N. Garland Avenue
Orlando, Florida 32801
407-254-6170
publicrecords@golynx.com

City Clerk, Custodian of Public Records
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741
407-518-2308
Cityclerkemail@kissimmee.gov

Both Parties understand that by virtue of this New Lease Agreement, all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If either Party will act on behalf of one another, as provided under section 119.011(2), Florida Statutes, the other Party, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records required by the other to perform the service.
- (b) Upon request from LYNX or the City's custodian of public records, provide one another other with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX or City does not transfer the records to one another.
- (d) Upon completion of the contract, transfer, at no cost, to LYNX or City all public records in possession of LYNX or City or keep and maintain public records required by LYNX or the Lessor to perform the service. If LYNX or City transfers all public records to the other upon completion of the contract, LYNX or City shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX or City keeps and maintains public records upon completion of the contract, LYNX or City shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the other, upon request from LYNX or the City's custodian of public records, in a format that is compatible with the information technology systems of the other.

(e) If LYNX or the City does not comply with a public records request, the other shall enforce the contract provisions in accordance with this New Lease Agreement.

J. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY). Pursuant to Florida Statutes, Section 448.095, LYNX or the City shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this New Lease Agreement as well as all newly hired employees. In addition, LYNX or City shall require any and all subcontractors performing work in accordance with this New Lease Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this New Lease Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to LYNX and/or City stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and LYNX and/or City must keep a copy of said affidavit for the duration of this New Lease Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event either LYNX or City incurs costs as a result of the other's breach of this provision, any and all such costs shall be paid by the other immediately upon receipt of notice of the same from LYNX or City. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

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

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

M. NEGOTIATIONS. The Parties to this New Lease Agreement acknowledge that all terms of this New Lease Agreement were negotiated at arms-length and that this New Lease Agreement and all documents executed in connection herewith were prepared and executed without

undue influence exerted by any Party or on any Party. Further, all Parties drafted this New Lease Agreement jointly, and no Parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this New Lease Agreement in favor of or against any person or Party who drafted this New Lease Agreement.

N. ENTIRETY OF AGREEMENT. This New Lease Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this New Lease Agreement on the day and year first above written.

CITY OF KISSIMMEE

Olga Gonzalez, Mayor – Commissioner

Attested by:

Approved as to form and legality:

Linda Hansell, City Clerk

Olga Sanchez de Fuentes, City Attorney

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

Chief Executive Officer
James E. Harrison, Esq., P.E.

The foregoing document is approved as to form only.
This approval is solely for the benefit of the Lessee and
may not be relied on in any way by the Lessor.

Dated: _____, _____, 2021

LYNX Senior Staff Attorney

By: _____
Carrie L. Sarver, Esq., B.C.S.

Exhibit A – Central Services Site Plan

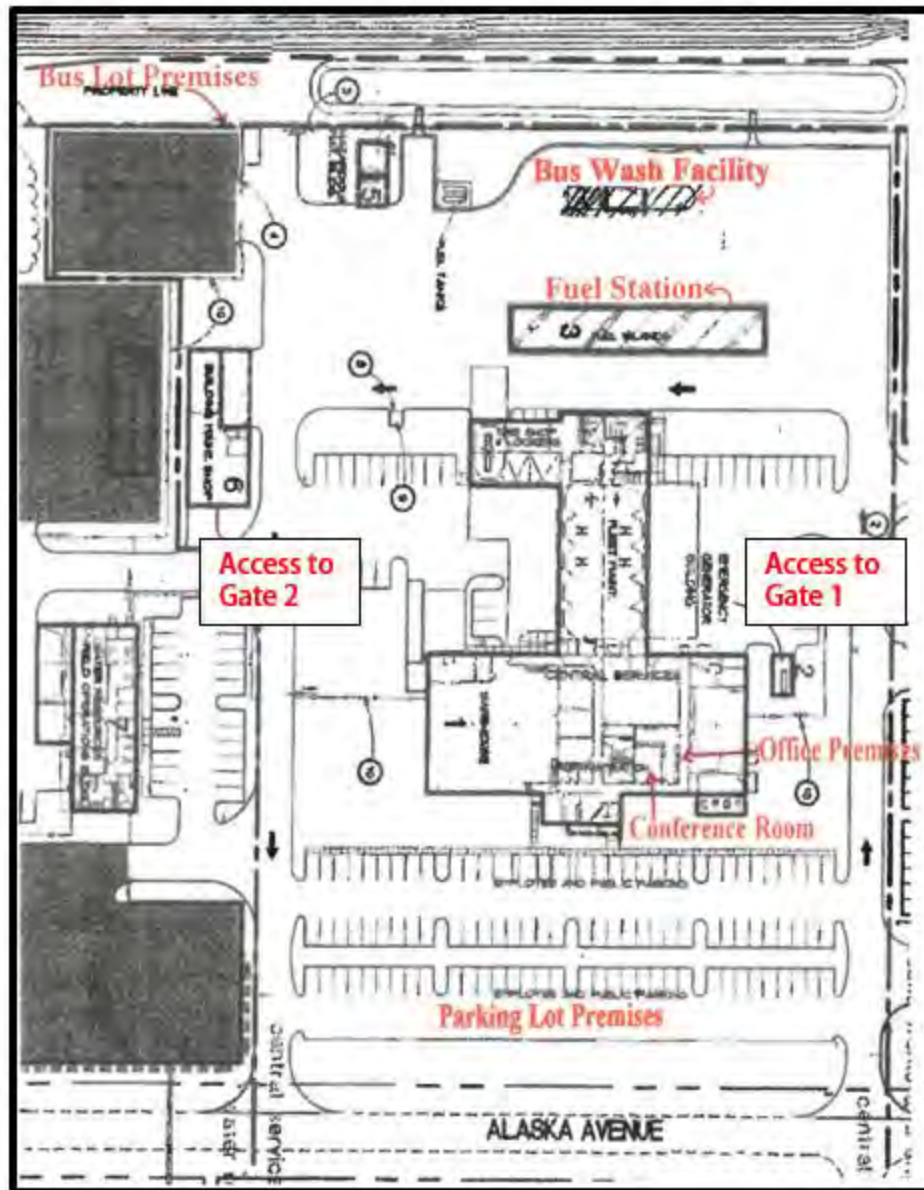


Exhibit B – LYNX Office Premises

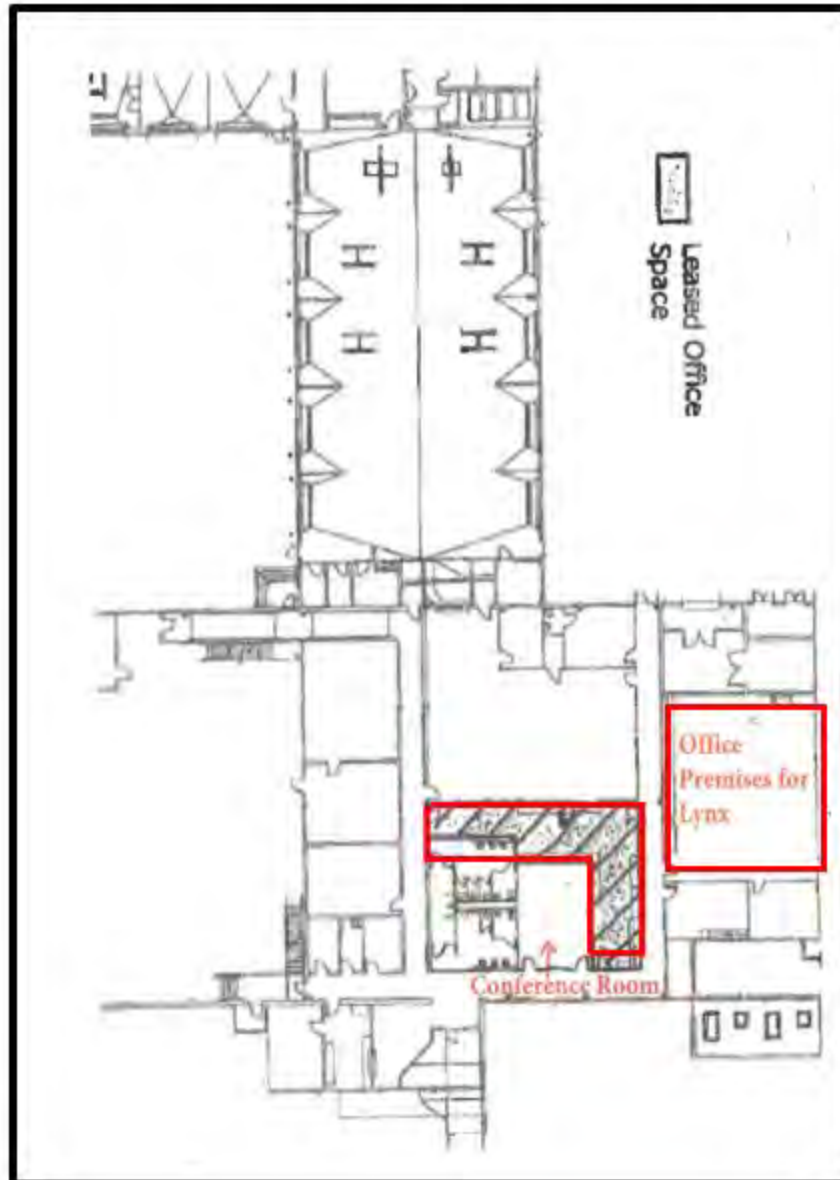


Exhibit C – Bus Lot Premises



Exhibit D – LYNX Employee Parking Premises

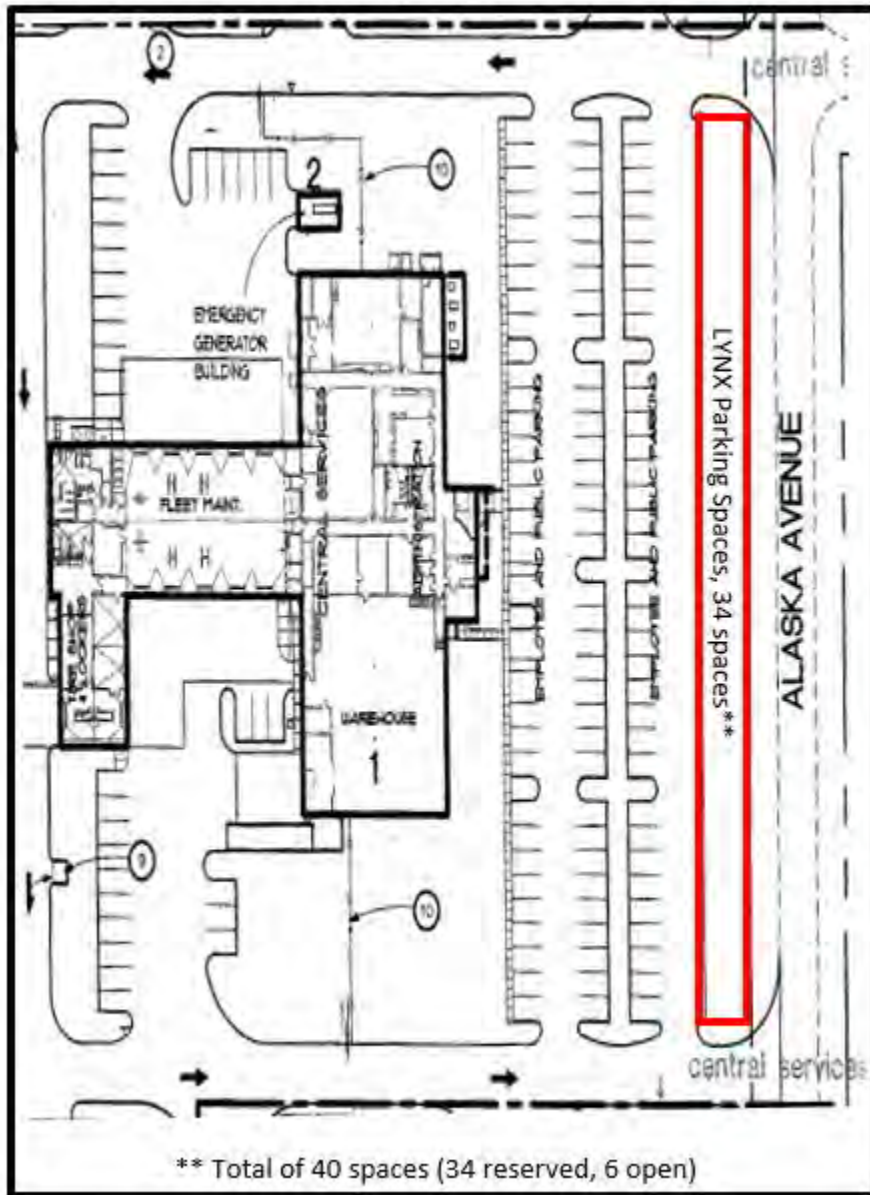


Exhibit E – Wash Facility and Fuel Station

