

LYNX Board Agenda

Meeting Date: 6/25/2020
Meeting Time: 1:00 PM

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

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


The Central Florida Regional Transportation Authority d/b/a LYNX meeting will be held virtually by means of communications media technology pursuant to the Office of the Governor Executive Order #20-112 that extended Executive Order #20-69.

The opportunity to provide public comment is available until the Chair closes the item. To appear in person to speak or to submit written comments to LYNX Oversight Committee, complete the customer service form and select Public Comment on <http://www.golynx.com/contactus> or email to publiccomments@golynx.com. For additional information regarding other methods of submitting comments, contact the Board Agenda Coordinator at 407-254-6003.

When you are recognized, state your name and address. Please limit your comments to the 3 minute limit set by LYNX Board of Directors policy. Large groups are asked to name a spokesperson.

1. Call to Order

2. Approval of Minutes

-  Board of Directors Meeting Minutes 5.28.20

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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. Oversight Committee Report







6. Consent Agenda

A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for Retirement Plan Administration and Recordkeeping Services

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B. Extension of Contracts

- i.  Authorization to Exercise the Fourth (Last) Option Year of Contract #16-C11 with Fleetwash, Inc. for the Steam Cleaning and Maintenance of LYNX Bus Shelters and Bus Stops
- ii.  Authorization to Exercise the First Option Year of Contract #18-C74 with Genuine Parts Company for the Provision of Batteries
- iii.  Authorization to Exercise the First Option Year of Contract #18-C85 with Vehicle Maintenance Program, Inc (VMP) for the Provision of Filters
- iv.  Authorization to Exercise the First Option Year of Contract #18-C104 with Precision Transmission, Inc. for the Provision of Remanufactured ZF Transmissions
- v.  Authorization to Exercise the First Option Year of Contract #18-C106 with GILLIG, LLC for the Provision of X-Change Voith Transmissions
- vi.  Authorization to Exercise the First Option Year of Contract #18-C86 with GILLIG, LLC for the Provision of Filters

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C. Miscellaneous

- i.  Authorization to Enter into the FY2020 Bus Service Agreement with Universal Boulevard Property Owners Association Inc.

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-Attachments



- ii.  Authorization to Implement July 19, 2020 Proposed Service Changes Pg 40
- iii.  Authorization to Extend the Suspension of the Collection of Fares Through July 31, 2020 Pg 43
- iv.  Authorization to Enter into Interlocal Project Agreement No. 2 with the Orlando Utilities Commission to Allow for Installation of Temporary Charging Infrastructure for Battery Electric Buses for a Period not to Exceed One (1) Year Pg 45
- v.  Authorization to Adopt Resolution #20-011 that will Approve and Ratify the Third Amendment to the Labor Agreement Between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596 Pg 47

-Attachments    

7. Information Items

- A.  FY 2018-2023 Transportation Disadvantaged Service Plan (TDSP) minor update for 2020 Pg 107
- B.  Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 110

8. Other Business

9. Monthly Reports

- A.  Communications Report - May 2020 Pg 111
- B.  Mobility Service Reports Pg 121
- Attachments 
- C.  Monthly Financial Report - April 2020 Pg 135
- Attachments 
- D.  Planning and Development Report - June 2020 Pg 137
- E.  Ridership Report - April 2020 Pg 138
- Attachments 

10. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Board of Directors' Meeting Minutes

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

DATE: **May 28, 2020**

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

Members in Attendance:

Buddy Dyer, Mayor, City of Orlando, Chair

Jerry Demings, Mayor, Orange County, Vice-Chair

Jared Perdue, Secretary, Florida Department of Transportation – District 5, Secretary

Lee Constantine, Commissioner, Seminole County BoCC

Viviana Janer, Commissioner, Osceola County BoCC

1. Call to Order

Chair Dyer called the meeting to order at 1:02 p.m.

Mr. Harrison read a statement that allows for this meeting to be held virtually pursuant to an order by the Governor #20-112 that extended Executive order #20-69 which suspends the in-person forum for this meeting and allows for video and teleconferencing. All Board members, senior LYNX staff, and general counsel, Pat Christiansen are present. There is a direct video feed in the LYNX Board Room for public comments, and a conference phone number allows the public to listen to this meeting.

2. Approval of Minutes

Commissioner Janer moved to approve the Board of Directors meeting minutes of April 23, 2020. Commissioner Constantine seconded. The minutes were unanimously approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer, stated that he will describe LYNX's response to the pandemic over the last month. LYNX reduced service on March 30, 2020. By the end of March, ridership declined to 25-30 percent of normal. As businesses began to reopen, LYNX resumed full-service on May 11, 2020. We are limiting capacity on buses and providing rear-door entry. We continue with enhanced bus cleaning protocols. We have also enhanced our cleaning in our facilities. We hope these actions will provide confidence in public transit.

We had extraordinary efforts by our union leadership during this time. They helped with many critical moments, especially with bringing back our bus drivers. The LYNX maintenance team installed temporary sneeze guards on the buses, because the barrier doors have been delayed.

Chair Mayor Dyer thanked Mr. Harrison for his service doing this time.

5. Oversight Committee Report

Commissioner Janer thanked LYNX staff for continuing to provide essential services and making sure that passengers are safe.

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier that morning. She stated that the committee approved the minutes from the April 23, 2020, Oversight Meeting. Amanda Clavijo, Chair of the Finance and Audit Committee meeting provided an update on the Finance and Audit Committee dated May 21, 2020.

The Oversight Committee recommends approval of all Consent Agenda items.

6. Consent Agenda:

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

Mr. Harrison stated that Secretary Perdue would like to abstain from items 6.A.viii. and 6.A.ix. He recommends all Consent Agenda items.

A. Miscellaneous

- i. Authorization to Transfer One (1) Retired Revenue Vehicle to the Orange County Sheriff's Office
- ii. Authorization to Order Three (3) Vanterra XLT Turtle Top vehicles in an Amount Not to Exceed \$260,000 for 5310 Sub-Recipient Awards
- iii. Ratification of the Waiver of Collective Bargaining and Implementation of Certain Emergency Relief in the LYNX Defined Contribution Plan for BU Employees under the Coronavirus Aid, Relief, and Economic Security Act (CARES)

- iv. Ratification of the Waiver of Collective Bargaining and Implementation of Certain Emergency Relief in the LYNX Money Purchase Plan under the Coronavirus Aid, Relief, and Economic Security Act (CARES)
- v. Ratification of the Implementation of Certain Emergency Relief in the LYNX Deferred Compensation Plan under the Coronavirus Aid, Relief, and Economic Security Act (CARES)
- vi. Ratification of an Application Submitted to the US Department of Homeland Security for FY2020 Competitive Funding Opportunity, Transit Security Grant Program (TSGP), for \$673,000
- vii. Ratification of a Grant Application to the Commission for the Transportation Disadvantaged for Fiscal Year 2020/2021 Innovation and Service Development Funding in the Amount of \$1,228,815 and Adoption of Resolution #20-006
- viii. Authorization to Execute Resolution #20-008 for a Public Transit Grant Agreement with the Florida Department of Transportation for FY2021 Block Grant Funding in the Amount of \$12,060,907
- ix. Authorization to Execute Resolution #20-009 for a Public Transportation Grant Agreement with the Florida Department of Transportation under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for Rural 5311 Program in the amount of \$2,342,149
- x. Authorization to Cancel Contract #13-C07 for Automated Fare Collection System
- xi. Authorization to Extend the Suspension of the Collection of Fares Through June 30, 2020

Chair Dyer asked for a motion on the Consent Agenda items. Commissioner Janer made a motion to approve the Consent Agenda items 6.A.i through 6.A.xi., excluding items 6.A.viii. and 6.A.ix. Seconded by Commissioner Constantine. Motion passed unanimously

Chair Dyer asked for a motion on Consent Agenda items 6.A.viii. and 6.A.ix. Motion made by Commissioner Janer, second by Mayor Demings. Motion passed with Secretary Perdue abstaining.

8. Information Items:

There were three items for review purposes only, no action was requested. Chair Dyer asked Mr. Harrison to review the Information items. He stated that item 8.A. was the purchase of items outside of normal procurement and included face masks, hand sanitizer, gloves and sneeze guards.

- A. Notification of Emergency Purchases Related to COVID-19 Pursuant to Administrative Rule 4
- B. Notification of Settlement Agreements Pursuant to Administrative Rule 6
- C. Notification of Sole Source Procurements Pursuant to Administrative Rule 4

Commissioner Constantine asked if Mr. Harrison would share with everyone the items purchased specifically for Mears. Mr. Harrison stated that this was entered into on an emergency basis to ensure that paratransit passengers had access to COVID-19 testing centers. Our contracted provider was unable to provide these services in a timely manner. Commissioner Constantine would like the next bid for these services to have a stipulation to provide these emergency services, and Chair Mayor Dyer agreed.

9. Monthly Reports: (For review purposes only)

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

- A. Communications Report
- B. Mobility Service Report
- C. Monthly Financial Report – March 2020
- D. Planning and Development Report
- E. Ridership Report – February 2020
- F. Ridership Report – March 2020

10. Other Business

Chair Mayor Dyer stated that the Conduent contract has been canceled through LYNX and would like SunRail to make sure that they are completely in coordination with LYNX to make sure that the operations are interoperable. Secretary Perdue stated that they have been working with LYNX and SunRail to coordinate efforts.

11. Adjourned:

The meeting adjourned at 1:19 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the May 28, 2020 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

Assistant

LYNX Board Agenda

Consent Agenda Item #6.A. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Release a Request for Proposal (RFP) for Retirement Plan Administration and Recordkeeping Services

Date: 6/25/2020

ACTION REQUESTED:

Staff is seeking the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal for administration and recordkeeping services for the LYNX Defined Contribution Plan for BU Employees, LYNX Money Purchase Plan, and LYNX Deferred Compensation Plan ("Plans"). The contract term will depend on the proposals received, but may be expected to be a three-year term with renewal option(s) for another three years.

BACKGROUND:

MassMutual, the current administration and recordkeeping service provider for the Plans, has notified LYNX staff that MassMutual is discontinuing the current platform that it uses to provide services to the Plans. A new pricing structure and new service provider contracts would be required in order for MassMutual to continue providing services to the LYNX plans, after a transition period. Additionally, it has been publicly reported that MassMutual is exploring a sale of its retirement services division. In light of the foregoing, LYNX staff recommends an RFP to determine the most competitive, stable, and capable provider of administration and recordkeeping services for the Plans.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

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FISCAL IMPACT:

The fiscal impact to LYNX will depend on the proposals received. However, service fees for administration and recordkeeping services for retirement plans are often able to be paid by the plans themselves without requiring additional funding from the sponsoring employer.

LYNX Board Agenda

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Exercise the Fourth (Last) Option Year of Contract #16-C11 with Fleetwash, Inc. for the Steam Cleaning and Maintenance of LYNX Bus Shelters and Bus Stops

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the fourth option year for Contract 16-C11 with Fleetwash, Inc. for the steam cleaning and maintenance of LYNX bus shelters and bus stops with an annual not-to-exceed amount of \$170,000.

BACKGROUND:

Bus stops are the primary point of customer access to LYNX fixed route bus service. Shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community and provide a clean, safe area for customers to wait, to board, and to alight LYNX buses.

At the April 14, 2016 Board meeting, the Board of Directors authorized the award of Contract 16-C11 to Fleetwash, Inc. for one (1) year with four (4) one-year extensions for steam cleaning and maintenance of LYNX bus shelters and bus stops. This requested authorization would exercise the last of the one (1) year extension options. The contract was set to renew on April 30, 2020.

However, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 declaring Florida in a State of Emergency due to the significant outbreak of the Novel Coronavirus Disease (COVID-19). Additionally, LYNX declared a State of Emergency on March 13, 2020 in response to the COVID-19 emergency. This requested action, which was delayed due to the COVID-19 outbreak, will exercise the last of the one (1) year extension

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options of the contract, nunc pro tunc, thus renewing the contract on the April 30, 2020 renewal date and providing continuity of services starting on May 1 2020 through April 30, 2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$163,500 for steam cleaning and maintenance of LYNX bus shelters and bus stops.

LYNX Board Agenda

Consent Agenda Item #6.B. 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-C74 with Genuine Parts Company for the Provision of Batteries

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #18-C74 with Genuine Parts Company, for the provision of batteries used in the maintenance of transit buses and support vehicles.

BACKGROUND:

At the March 22, 2018, Board of Directors' meeting, staff received authorization under Consent Agenda Item #5.C.i to award the contract for the procurement of batteries to Genuine Parts Company. The not to exceed value of the entire contract term with Genuine Parts Company is \$220,000. The initial term of Contract #18-C74 was for two (2) years with two (2) renewal terms of one (1) year. The first two (2) years of the contract was set to renew on March 23, 2020.

However, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 declaring Florida in a State of Emergency due to the significant outbreak of the Novel Coronavirus Disease (COVID-19). Additionally, LYNX declared a State of Emergency on March 13, 2020 in response to the COVID-19 emergency. This requested action, which was delayed due to the COVID-19 outbreak, will exercise the first year option of the contract, nunc pro tunc, thus renewing the contract on the March 23, 2020 renewal date and providing continuity of services.

LYNX has a fleet of 301 transit vehicles and various support vehicles. Our in-house technicians routinely inspect and replace the batteries as needed. LYNX purchases approximately 600 transit bus and support vehicle batteries per year.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$4,460,000 for repairs and maintenance of revenue vehicles, to include bus parts such as replacement vehicle batteries.

LYNX Board Agenda

Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Exercise the First Option Year of Contract #18-C85 with Vehicle Maintenance Program, Inc (VMP) for the Provision of Filters

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #18-C85 with Vehicle Maintenance Program, Inc. (VMP) for the provision of filters used in the maintenance of transit buses and support vehicles.

BACKGROUND:

At the March 22, 2018, Board of Directors' meeting, staff received authorization under Consent Agenda Item #5.C.iii to award the contract for the procurement of filters to VMP. The not to exceed value of the entire contract term with VMP is \$634,019. The initial term of Contract #18-C85 was for two (2) years with Two (2) renewal terms of one (1) year. The contract was set to renew on March 22, 2020.

However, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 declaring Florida in a State of Emergency due to the significant outbreak of the Novel Coronavirus Disease (COVID-19). Additionally, LYNX declared a State of Emergency on March 13, 2020 in response to the COVID-19 emergency. This requested action, which was delayed due to the COVID-19 outbreak, will exercise the first year option of the contract, nunc pro tunc, thus renewing the contract on the March 22, 2020 renewal date and providing continuity of services.

The filters provided by Vehicle Maintenance Program Inc. (VMP) are used for the purposes of performing scheduled and unscheduled maintenance on LYNX revenue and non-revenue vehicles. Some of the filters include, but are not limited to, oil, air, transmission, fuel, hydraulic,

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etc. LYNX stocks approximately eighty-two (82) different sizes and types of filters to include approximately 27 types of air and air cleaner filters, 4 types of coolant filters, 15 types of primary and secondary fuel filters, 17 types of oil and hydraulic filters, 16 types of element filters, and 3 types of kit filters.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$4,460,000 for vehicle maintenance.

LYNX Board Agenda

Consent Agenda Item #6.B. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Exercise the First Option Year of Contract #18-C104 with Precision Transmission, Inc. for the Provision of Remanufactured ZF Transmissions

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #18-C104 with Precision Transmission, Inc. for the provision of remanufactured ZF transmissions used in the maintenance of transit buses.

BACKGROUND:

At the May 24, 2018, Board of Directors' meeting, staff received authorization under Consent Agenda Item #1E32D18B-9DD5-460C-A67A-D1C8FF3C60AD to award the contract for the procurement of remanufactured ZF transmissions to Precision Transmission, Inc. The not to exceed value of the entire contract term with Precision Transmission, Inc is \$653,103. The initial term of Contract #18-C104 was for two (2) years with three (3) renewal terms of one (1) year. The first two (2) years of the contract was set to renew on June 7, 2020.

However, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 declaring Florida in a State of Emergency due to the significant outbreak of the Novel Coronavirus Disease (COVID-19). Additionally, LYNX declared a State of Emergency on March 13, 2020 in response to the COVID-19 emergency. This requested action, which was delayed due to the COVID-19 outbreak, will exercise the first year option of the contract, nunc pro tunc, thus renewing the contract on the June 7, 2020 renewal date and providing continuity of services.

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LYNX has a fleet of 301 transit vehicles approximately 82 are equipped with ZF transmissions. Our in-house technicians diagnose and replace the transmissions as needed. LYNX replaced approximately 14 ZF transmissions in FY2019. Precision Transmission, Inc. is the only Southeast Region Authorized dealer of the ZF Transmissions.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$4,460,000 for repairs and maintenance of revenue vehicles, to include bus parts and components such as replacement transmissions.

LYNX Board Agenda

Consent Agenda Item #6.B. v

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-C106 with GILLIG, LLC for the Provision of X-Change Voith Transmissions

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise of the first year option of Contract #18-C106 with GILLIG, LLC, for the provision of X-Change Voith transmissions used in the maintenance of transit buses.

BACKGROUND:

At the May 24, 2018, Board of Directors' meeting, staff received authorization under Consent Agenda Item Consent Agenda Item #7.A. iii to award the contract for the procurement of X-Change Voith transmissions to GILLIG, LLC. The not to exceed value of the entire contract term with GILLIG, Inc is \$876,900. The initial term of Contract #18-C106 was for two (2) years with three (3) renewal terms of one (1) year. The first two (2) years of the contract was set to renew on June 7, 2020.

However, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 declaring Florida in a State of Emergency due to the significant outbreak of the Novel Coronavirus Disease (COVID-19). Additionally, LYNX declared a State of Emergency on March 13, 2020 in response to the COVID-19 emergency. This requested action, which was delayed due to the COVID-19 outbreak, will exercise the first year option of the contract, nunc pro tunc, thus renewing the contract on the June 7, 2020 renewal date and providing continuity of services.

LYNX has a fleet of 301 transit vehicles approximately 108 are equipped with Voith transmissions. Our in-house technicians diagnose and replace the transmissions as needed. LYNX replaced approximately 6 Voith transmissions in FY2019.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$4,460,000 for repairs and maintenance of revenue vehicles, to include bus parts and components such as replacement transmissions.

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Consent Agenda Item #6.B. vi

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-C86 with GILLIG, LLC for the Provision of Filters

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first year option of Contract #18-C86 with GILLIG, LLC, for the provision of filters used in the maintenance of transit buses and support vehicles.

BACKGROUND:

At the March 22, 2018, Board of Directors' meeting, staff received authorization under Consent Agenda Item #5.C.iii to award the contract for the procurement of filters to GILLIG, LLC. The not to exceed value of the entire contract term with GILLIG is \$199,498. The initial term of Contract #18-C86 was for two (2) years with Two (2) renewal terms of one (1) year. The first two (2) years of the contract was set to renew on March 22, 2020.

However, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 declaring Florida in a State of Emergency due to the significant outbreak of the Novel Coronavirus Disease (COVID-19). Additionally, LYNX declared a State of Emergency on March 13, 2020 in response to the COVID-19 emergency. This requested action, which was delayed due to the COVID-19 outbreak, will exercise the first year option of the contract, nunc pro tunc, thus renewing the contract on the March 23, 2020 renewal date and providing continuity of services.

The filters provided by GILLIG, LLC, are used for the purposes of performing scheduled and unscheduled maintenance on LYNX revenue and non-revenue vehicles. Some of the filters include, but are not limited to, oil, air, transmission, fuel, hydraulic, etc. LYNX stocks approximately eighty-two (82) different sizes and types of filters to include approximately 27

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types of air and air cleaner filters, 4 types of coolant filters, 15 types of primary and secondary fuel filters, 17 types of oil and hydraulic filters, 16 types of element filters, and 3 types of kit filters.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$4,460,000 for vehicle maintenance.

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Consent Agenda Item #6.C. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Enter into the FY2020 Bus Service Agreement with Universal Boulevard Property Owners Association Inc.

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Bus Service Agreement with Universal Boulevard Property Owners Association, Inc. (the Association) in the amount of \$207,445 for the period October 1, 2019 – September 30, 2020.

BACKGROUND:

Since 2006, LYNX has operated service on Link 58 in the International Drive/Destination Parkway area, operating from Destination Parkway Superstop via I-Drive, Pointe Plaza Ave., Universal Blvd. to Rosen Shingle Creek Resort. Designed as a circulator route to primarily shuttle workers from Rosen Creek to I-Drive and Destination Parkway, the route runs daily at various times. Under this Bus Service Agreement, the Association reimburses LYNX an agreed-upon amount.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The approved FY2020 Amended Operating budget included \$181,979. The agreement provides for additional revenue in the amount of \$25,021 in FY2020.

BUS SERVICE AGREEMENT

by and between

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

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.
(the Association)

relating to the providing of bus service in the
International Drive, Orange County, Florida, area

February 21, 2020

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(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement.)

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Schedule of Exhibits

Exhibit “A” – Sketch of POA Area

Exhibit “B” – Description of Service or Bus Route

Exhibit “C” – Schedule of Service Times and Stops

Exhibit “D” – Schedule of Fee Payments

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of August, 2019, by and between:

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

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, with a registered office at 9751 Universal Boulevard, Orlando, Florida 32819 (hereinafter referred to as “**Association**”).

The Association and LYNX shall sometimes each be referred to collectively as the “**parties**”.

WITNESSETH:

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

WHEREAS, the Association is a property owners association formed for the purpose of providing various services to a certain geographic area in the International Drive area, Orange County, Florida, and which geographic area is generally described and set forth in **Exhibit “A”** attached hereto (the “**POA Area**”); and

WHEREAS, the Association and its members desire and have a need for public transportation service in certain portions of the POA Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the POA Area; and

WHEREAS, the Parties previously entered into an agreement dated August 25, 2006 (the “**Prior Agreement**”) regarding LYNX establishing one or more additional “bus links” in the POA Area to provide additional public bus transportation; and

WHEREAS, the parties wish to terminate the Prior Agreement and replace it with this current Agreement, LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Association</u>	shall mean Universal Boulevard Property Owners Association, Inc.
<u>Bus Service</u>	shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	shall mean the cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2020, will be based on an hourly rate of \$47.56 which includes fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FEES</u>	shall mean the fees to be paid to LYNX by the Association for providing the Bus Service as set forth and described in paragraph 6 below.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	shall mean the cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>POA</u>	shall mean the Association, as the property owners association.
<u>POA Area</u>	shall mean the area for which the Association was formed as a property owners association, as described and set forth in <u>Exhibit “A”</u> attached hereto.
<u>Service Area</u>	shall mean the area indicated in <u>Exhibit “B”</u> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in paragraph 3 below.

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

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;

(b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

(c) The changing transportation needs of the Association to the extent LYNX can accommodate such needs;

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

3. **TERM.** This Agreement shall be effective on October 1, 2019 (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2020 (the “**Expiration Date**”), which is the funding period for providing the Bus Service. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

4. **TERMINATION.**

(a) **Termination at Will.** This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days’ notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

(b) **Termination for Breach.** Unless breach is waived by the Association or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Association’s or LYNX’s right to remedies at law or to damages. At the sole option of the Association, if Orange County enters into an agreement with LYNX, Association may terminate this agreement and join the agreement entered into with Orange County.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "C"** is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is subject to all the terms of this Agreement.

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

(a) Within thirty (30) days after the end of each and every month, LYNX shall send to the Association an invoice for said month, which would show for that month the required actual payment to be made to LYNX. The Association shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

(b) For the purpose of invoicing the Association, invoices and related matters will be sent to the Association or received in person at the following address:

Mr. Dan Giodano
Universal Boulevard Property Owners Association, Inc.
9751 Universal Boulevard
Orlando, Florida 32819

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

(d) This agreement shall not obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **DEFAULT.** In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:

(a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.

(b) The sole remedies available to the Association in the event of a default hereunder shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit "C"**.

8. **ACCESS OVER PRIVATE PROPERTY.** If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Association shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.

9. **INDEMNIFICATION.** The Association shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Association or any of its Members, or any of their employees or agents.

10. **BOND.** The Association shall not be required to furnish the Owner with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX a Security Deposit in an amount to be agreed upon by both parties upon execution of this Agreement. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

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

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

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue", which the Association shall not be entitled to as part of this agreement.

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

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

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

14. **NOTICE.** Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

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

with a copy to: James E. Harrison, Esq., P.E. Chief Executive Officer
LYNX
455 North Garland Avenue
Orlando, Florida 32801

As to the Company: Universal Boulevard Property Owners Association, Inc.
9751 Universal Boulevard
Orlando, Florida 32819
Attn: Mr. Dan Giordano

with a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Deborah H. Johnson

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

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

16. **COSTS AND ATTORNEYS' FEES.** In the event a dispute arises between the parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees, including its reasonable costs and attorneys' fees in any appellate action involving such suit.

17. **MISCELLANEOUS CLAUSES.**

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

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

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

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

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

(f) **No Restrictions As To Other Service.** Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the OA Area, whether adding or dropping service.

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

(h) **Governing Law.** This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

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

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

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

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

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

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

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

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

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

19. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the

services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

20. **PRIOR AGREEMENT.** This Agreement replaces and supersedes in its entirety the Prior Agreement.

[Signatures Begin On Following Page]

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

**UNIVERSAL BOULEVARD PROPERTY
OWNERS ASSOCIATION, INC.**

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

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

Approved as to form only by General Counsel; for
sole reliance by LYNX

AKERMAN LLP

By: _____
James Goldsmith

EXHIBIT "A"

Sketch of POA Area

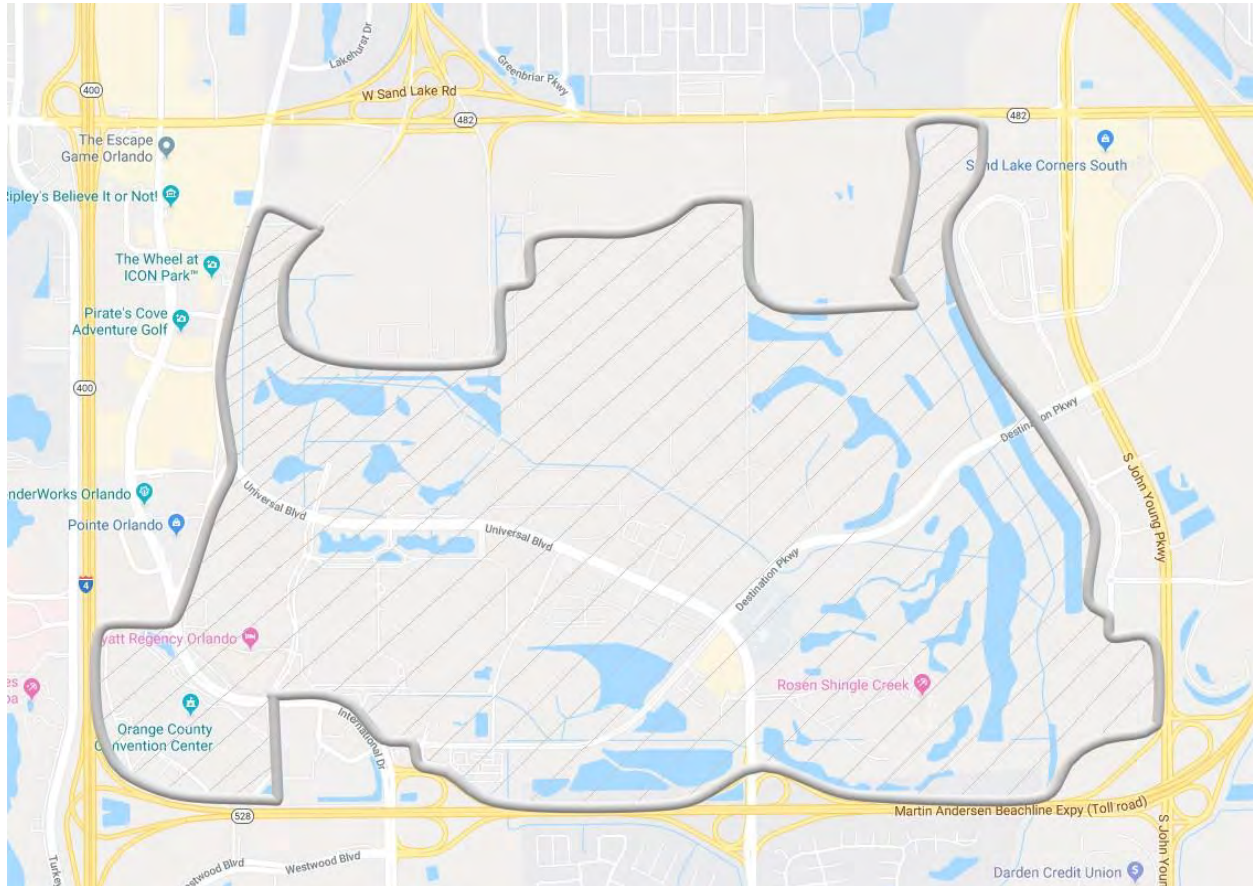
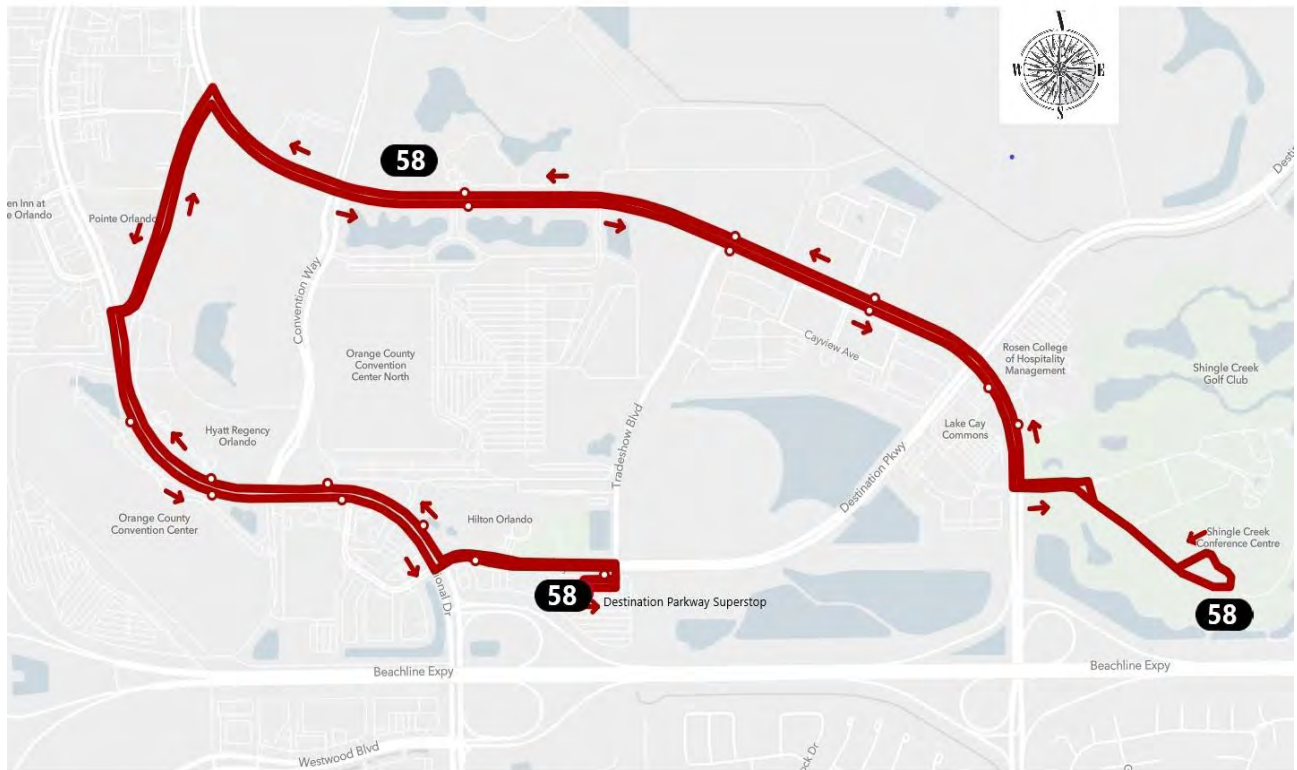


EXHIBIT “B”

Description of Service or Bus Route



Link 58 begins service at Destination Parkway Superstop, upon exiting the terminal, left turn on Destination Parkway to International Drive, right on International Drive to Pointe Plaza Blvd., right on Pointe Plaza Blvd. to Universal Blvd., right on Universal Blvd. to Shingle Creek Resort, left turn into the parking lot entrance to the bus stop located in the rear of the Convention Area building.

From Shingle Creek, Link 58 exits the resort to Universal Blvd., right on Universal Blvd. to Pointe Plaza Blvd., left on Pointe Plaza Blvd. to International Drive, left on International Drive to Destination Pkwy, left on Destination Pkwy. to Tradeshow Blvd, left turn into Destination Parkway Superstop terminal.

EXHIBIT “C”

Schedule of Service Times and Stops

Link 58 Shingle Creek Circulator Effective: April 28, 2019 Operates Daily (Monday - Sunday)					
	Destination Parkway Superstop	Shingle Creek Arrive	Shingle Creek Depart	Destination Parkway Superstop	Pull-In
Pull-Out 5:59AM	6:29 AM	6:40 AM	7:00 AM	7:13 AM	
	7:14	7:25	7:30	7:43	
	7:44	7:55	8:00	8:13	
	8:14	8:25	8:30	8:43	
	8:44	8:55	9:00	9:13	
	9:14 AM	9:25 AM	9:30 AM	9:43 AM	10:08 AM
1:14 PM	1:44 PM	1:55 PM	2:00 PM	2:13 PM	
	2:14	2:25	2:30	2:43	
	2:44	2:55	3:00	3:13	
	3:14	3:25	3:30	3:43	
	3:44	3:55	4:00	4:13	
	4:14	4:25	4:30	4:43	
	4:44	4:55	5:00	5:13	
	5:14	5:25	5:30	5:43	
	5:44 PM	5:55 PM	6:00 PM	6:13 PM	6:38 PM
9:44 PM	10:14 PM	10:25 PM	10:30 PM	10:43 PM	
	10:44	10:55	11:00	11:13	
	11:14 PM	11:25 PM	11:30 PM	11:43 PM	12:08 AM

EXHIBIT "D"
Schedule of Fee Payments

Link 58 Shingle Creek Service Costs

Effective: August 1, 2019

Daily:

AM Peak Start	6:29 AM
AM Peak End	9:43 AM
AM Peak Hours	3.23
Deadhead	0.92
AM Peak Platform Hours	4.15
 MID-DAY Start	 No Mid-day Service
MID-DAY End	No Mid-day Service
MID-DAY Hours	0.00
Deadhead	0.00
MID-DAY Platform Hours	0.00
 PM Peak Start	 1:44 PM
PM Peak End	6:13 PM
PM Peak Hours	4.48
Deadhead	0.92
PM Peak Platform Hours	5.40
 NIGHT Start	 10:14 PM
NIGHT End	11:43 PM
NIGHT Hours	1.48
Deadhead	0.92
NIGHT Platform Hours	2.40
 Single Day Total Platform Hours	 11.95
 Days to Operate (Fiscal Year 2020)	 365
 Total Fiscal Year 2020 Platform Hours	 4,361.75
 Hourly Cost	 \$47.56
 Total Fiscal Year 2020 Operating Cost	 \$207,444.83

<p align="center">Exhibit D – Payment Schedule Transit Service Costs For FY2020</p>
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FY2020 Billing Schedule:	
October 2019 (already invoiced)	\$ 8,752.93
November 2019 (already invoiced)	8,642.65
December 2019 (already invoiced)	8,854.40
January 2020 (already invoiced)	8,705.64
October 2019 – January 2020 Catchup	34,192.65
February 2020	17,287.07
March 2020	17,287.07
April 2020	17,287.07
May 2020	17,287.07
June 2020	17,287.07
July 2020	17,287.07
August 2020	17,287.07
September 2020	17,287.07
Total Cost of Transportation Services	\$207,444.83

LYNX Board Agenda

Consent Agenda Item #6.C. ii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Implement July 19, 2020 Proposed Service Changes

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective July 19, 2020.

BACKGROUND:

On September 30, 2019, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect July 19, 2020. A total of three (3) public workshops/public hearings were held on February 19, 20, & 24, 2020. LYNX customers and the public provided input on the service changes at the following publicly noticed workshops/public hearings:

Date/Time: Wednesday, February 19, 2020, 4:30-6:30 PM

Location: LYNX Central Station, Orlando, FL

Date/Time: Thursday, February 20, 2020, 5:15-7:15 PM

Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Monday, February 24, 2020, 5-7 PM

Location: Altamonte Springs City Hall, Altamonte Springs, FL

More details on these events can be found on our website at www.golynx.com.

The public comment period for the proposed service changes ran from February 11, 2020, through March 11, 2020. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops

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throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.

PROPOSED SERVICE CHANGES:

ROUTE ADJUSTMENTS

- **Link 36** – Lake Richmond (Orange County) – Outbound buses will operate via Central Avenue instead of Washington Street between Hughey Avenue and Division Avenue.

ROUTE AND SCHEDULE ADJUSTMENTS

- **Link 40** – Americana Boulevard/Universal Orlando (Orange County) – Outbound buses will operate via Central Avenue instead of Washington Street between Hughey Avenue and Division Avenue. Minor schedule adjustments.
- **Link 300** – Downtown Orlando/Hotel Plaza Boulevard (Orange County) – Eliminate evening service on Lake Street, Palm Parkway and Apopka Vineland Road. Minor schedule adjustments.
- **Link 301** – Pine Hills/Animal Kingdom (Orange County) – Extend service to Riviera Resort. Minor schedule adjustments.
- **Link 302** – Rosemont/Magic Kingdom (Orange County) – Eliminate morning service into Disney's Grand Floridian Resort & Spa and Disney's Polynesian Village Resort. Minor schedule adjustments.
- **Link 303** – Washington Shores/Hollywood Studios (Orange County) – Evening outbound trip from Washington Shores will no longer serve Disney's Coronado Springs Resort. Minor schedule adjustments.
- **Link 304** – Rio Grande/Vistana Resort (Orange County) – Eliminate service to Nickelodeon Resort and Lake Buena Vista Resort. Minor schedule adjustments.

SCHEDULE ADJUSTMENTS

- **Link 7** – S. Orange Avenue/Florida Mall (Orange County) – Minor schedule adjustments.
- **Link 8** – W. Oak Ridge Road/International Drive (Orange County) – Minor schedule adjustments.
- **Link 11** – S. Orange Avenue/Orlando International Airport (Orange County) – Minor schedule adjustments.
- **Link 13** – University Boulevard/UCF (Orange County) – Minor schedule adjustments.
- **Link 18** – S. Orange Avenue/Kissimmee (Orange County/Osceola County) – Minor schedule adjustments.
- **Link 23** – Winter Park/Springs Village (Orange County/Seminole County) – Minor schedule adjustments.
- **Link 37** – Pine Hills/Florida Mall (Orange County) – Minor schedule adjustments.
- **Link 40** – Americana Boulevard/Universal Orlando (Orange County) – Minor schedule adjustments.

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- **Link 44** – Hiawassee Road/Zellwood (Orange County) – Minor schedule adjustments.
- **Link 50** – Downtown Orlando/Magic Kingdom (Orange County) – Minor schedule adjustments.
- **Link 51** – Conway Road/Orlando International Airport (Orange County) – Minor schedule adjustments.
- **Link 313** – Bumby Avenue/Winter Park (Orange County) – Minor schedule adjustments.
- **Link 443** – Winter Park/Pine Hills (Orange County) – Minor schedule adjustments.
- **NeighborLink 631** – Buena Ventura Lakes (Osceola County) – Minor schedule adjustments.
- **NeighborLink 632** – North Kissimmee (Osceola County) – Minor schedule adjustments.

LYNX CENTRAL STATION (LCS) BAY CHANGES

- **Link 3** – Lake Margaret Drive (Orange County) – From Bay Y to Bay Z.
- **Link 38** – Downtown Orlando/SeaWorld (Orange County) – From Bay B to Bay D.
- **Link 50** – Downtown Orlando/Magic Kingdom (Orange County) – From Bay D to Bay C.
- **Link 63** – LYMMO Orange/N. Quarter (City of Orlando) – From Bay R to Bay N.
- **Link 104** – West Colonial Drive (Orange County) – From Bay Z to Bay R.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

LYNX Staff anticipates the changes to be budget neutral.

LYNX Board Agenda

Consent Agenda Item #6.C. iii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Extend the Suspension of the Collection of Fares Through July 31, 2020

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend the suspension of the collection of fares through July 31, 2020.

BACKGROUND:

In response to the national COVID-19 pandemic and the local "Stay at Home" orders by the City of Orlando, Orange and Osceola Counties and subsequently the State of Florida, LYNX instituted several measures to support the reduction of the spread of the coronavirus, including the following:

1. Elimination of fare collection on fixed-route and ACCESSLYNX
2. System-wide reduction of bus service
3. Rear-door bus boarding with the exception of customers with mobility challenges using the front door.

These measures have been critical in helping to ensure the safety of LYNX riders, Bus Operators and the general public during the COVID-19 pandemic. In order to support efforts to reduce the spread of COVID-19 by continuing physical distancing protocols, LYNX recommends continuing the fare suspension through July 31, 2020.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Bard Agenda

FISCAL IMPACT:

The FY2020 Operating Budget included approximately \$2 million in customer fares per month.

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Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

From: William Slot
Chief Innovation Sustain Off
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Enter into Interlocal Project Agreement No. 2 with the Orlando Utilities Commission to Allow for Installation of Temporary Charging Infrastructure for Battery Electric Buses for a Period not to Exceed One (1) Year

Date: 6/25/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into Interlocal Project Agreement No. 2 for a one (1) year term with the Orlando Utilities Commission (OUC) with a not to exceed amount of \$15,600 to allow for installation of temporary charging infrastructure for battery electric buses.

BACKGROUND:

The LYNX Board of Directors authorized staff at its April 23, 2020 meeting to enter into a Master Interlocal Agreement between LYNX and OUC. This Master Interlocal Agreement allows LYNX and OUC to work by cooperating with each other on projects to be identified by LYNX from time to time, with Interlocal Project Agreements executed for individual projects. Interlocal Project Agreement No. 1 also authorized at the April 23, 2020 meeting covers the electric bus pilot program including the installation of a charging station for eight (8) battery electric buses.

Interlocal Project Agreement No.2 will cover the provision of a temporary charging station to be installed by OUC until OUC is able to install and commission the permanent solution for charging buses covered under Interlocal Project Agreement No. 1. This temporary charging station will be installed in time for the arrival of the first battery electric bus ordered by LYNX, scheduled for August 2020. OUC will procure, install, ensure commissioning of the electric bus temporary charger, and remove the charger at the end to the term of the agreement. OUC will also coordinate with the manufacturer of the temporary charger should any defects arise which

LYNX Board Agenda

are covered under the manufacturer's warranty. LYNX will be charged at a cost not to exceed \$1,300 per month for the use of the charger for the duration that the temporary charger is in place. The term of Interlocal Project Agreement No. 2 will be one (1) year, with parties able to extend the agreement for a term to be agreed upon by mutual written consent.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

These charges will be a pass through to the City of Orlando for the LYMMO program, and there is no fiscal impact to LYNX.

LYNX Board Agenda

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

From: James E. Harrison Esq., P.E.
Chief Executive Officer
Terri Setterington
(Technical Contact)

Phone: 407.841.2279 ext: 6063

Item Name: Authorization to Adopt Resolution #20-011 that will Approve and Ratify the Third Amendment to the Labor Agreement Between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596

Date: 6/25/2020

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution #20-011 ("Resolution"), to approve and ratify the Third Amendment to the Labor Agreement between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596 ("CBA Amendment").

BACKGROUND:

Soon after the Labor Agreement between Central Florida Regional Transportation Authority and Amalgamated Transit Union AFL-CIO Local 1596 was approved by the LYNX Board of Directors on November 8, 2012, disputes arose concerning a number of pension-related issues. These issues included pension contribution rates for multiple plan years, closure of the pension plan to new hires, pension disability benefits, method of determining and allocating pension plan closure costs, and other pension-related topics. Several formal proceedings were initiated between LYNX and Amalgamated Transit Union AFL-CIO Local 1596 (ATU) as these disputes proceeded, including a Labor Grievance, a Trust Arbitration action, and a Declaratory Judgement Action.

Over the years, the LYNX Board of Directors have been periodically updated on developments (both positive and negative) in the ongoing disputes. After nearly 8 years, the disputes are nearing an amicable resolution for all parties. A Settlement Agreement and Release was entered into by LYNX management, ATU leadership, the three LYNX trustees, and the three Union trustees with an effective date of May 6, 2020. The Settlement Agreement is contingent upon the LYNX Board of Directors and the ATU Bargaining Unit Members approval and ratification of the Amendment to the Labor Agreement implementing the settlement terms. If fully

LYNX Board Agenda

implemented, this Settlement Agreement and Release will put an end to the each of the formal proceedings currently pending.

Moreover, the Settlement Agreement establishes a workable process that can be applied to determine future pension contribution rates through cooperative efforts of LYNX, the Union, and the pension Trustees. That process was successfully applied to determine the pension contribution rates for the 2019-2020 plan year through a pilot program, the results of which were approved by this board on May 23, 2019, demonstrating that it is indeed workable and cooperative.

In order to fully implement the Settlement Agreement and Release, a number of steps are to be completed by September 30, 2020. These steps include:

- The Pension Board adopts a written resolution (Completed May 26, 2020);
- The Union membership approves an Amendment to the Labor Agreement (Completed June 10, 2020); and
- The LYNX Board of Directors ratifies and approves the Amendment to the Labor Agreement (Recommended June 25, 2020).

If this Amendment to the Labor Agreement is fully approved by the Board of Directors, the next steps will be filing for dismissal of the formal dispute resolution proceedings referenced above. Once these dismissals are filed and approved by the court, the Settlement Agreement and Release will be satisfied, finally closing these multiple issues.

An Executive Summary of the Third Amendment to the Labor Agreement is attached hereto as Exhibit "1". The complete Settlement Agreement, including its exhibits, is attached hereto as Exhibit "2". A complete copy of the Amendment to the Labor Agreement is attached as Exhibit "A" to the Resolution.

Recommendation: All conditions precedent in the Settlement Agreement to the Board of Directors' approval and ratification of the Third Amendment to the Labor Agreement have been satisfied. It is recommended that the Board of Directors adopt Resolution 20-011 approving and ratifying the Third Amendment to the Labor Agreement to allow the aforementioned workable process to continue to be used to establish annual Pension Plan contribution rates and to allow the multiple pending formal dispute resolution actions to be closed.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The CBA Amendment has no immediate direct fiscal impact on LYNX. The result of development and application of the contribution rate setting process for the 2019-2020 plan year was a decrease in pension contributions for both LYNX and the employees who participate in the Pension Plan while maintaining the Pension Plan's excellent funded status maintaining a 97.5% funded ratio.

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

Executive Summary
(06/12/2020)

Amendment Section	Key Concept
3. Pension Disability Benefits	The disability benefit terms commonly referred to as "pre-Amendment One" are confirmed as the disability benefit terms that apply, retroactive to 2011.
4. Pension Plan Contribution Rates During Certain Plan Years	Regardless of past actuarial computations, no additional contributions will due from LYNX or the employees for the 10/1/2017 – 9/30/2018 and 10/1/2018 – 9/30/2019 plan years. Applies language from F.S. 112.656(1) to specify that Pension Plan contributions are solely used for providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Pension Plan.
5. Pension Plan Contribution Rates During the 10/1/2019 – 9/30/2020 Plan Year a. Total Contribution Amount	The Pension Board's actuary will calculate a total dollar (\$) amount to be contributed to the pension plan for the year, based on actuarial assumptions and methods developed through the Actuarial Study Process (see Exhibit "A" below). This has already been accomplished and implemented. It will be the <i>status quo</i> until replaced.

IMPORTANT: This is a non-technical, non-binding summary of key concepts in the Amendment. The precise terms of the Amendment control.

Amendment Section	Key Concept
b. Total Minimum Contribution Amount . . .	<p>The minimum contribution rates have not changed. Regardless of any lower actuarial computations, LYNX's minimum contribution rate to the pension plan will be 9.75% of the payroll for the employees participating in the pension plan.</p> <p>Similarly, regardless of any lower actuarial computations, the employees participating in the pension plan will pay minimum contribution rates depending on their pension benefit level: 5.25% Employee Regular Benefit, 7.75% Employee Enhanced Benefit Level 1, and 10.25% Employee Enhanced Level 2.</p>
c. Determining Contribution Rates When the Total Minimum Contribution Amount is Insufficient	<p>If all of the minimum contributions made by LYNX and the employees (see row above) would not add up to satisfy the total dollar (\$) contribution amount that the actuary calculated (see two rows above), then recommended contribution rates will instead be calculated by the actuary by following the steps in this subsection.</p> <p>Within these steps, closure costs (see Exhibits "B" and "C" below) are allocated 100% to LYNX. Non-closure related contribution requirements are shared 65% by LYNX and 35% by the employees.</p>
d. Objections	<p>If either LYNX or the Union object to the recommended contribution rates, there is a very short 10-day window to provide notice of the objection, and a very short 20-day window for LYNX and the Union to meet and resolve the objection. Otherwise, the objection is treated as a third-step grievance, to move to labor arbitration for resolution as quickly and cost-effectively as possible.</p>
e. Use of Contributions	<p>Applies language from F.S. 112.656(1) to specify that Pension Plan contributions are solely used for providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the Pension Plan.</p>
6. Status Quo	<p>The procedures for determining the pension plan contribution rates during the 2019-2020 plan year are the <i>status quo</i> for determining contribution rates for plan year(s) during the <i>status quo</i> period.</p>

IMPORTANT: This is a non-technical, non-binding summary of key concepts in the Amendment. The precise terms of the Amendment control.

Amendment Section	Key Concept
Exhibit "A" – Actuarial Experience Study	Every five years (or sooner, if necessary), the Pension Board will conduct an actuarial experience study to determine appropriate actuarial assumptions and methods, and LYNX and the Union will have the opportunity to meaningfully participate throughout the study process.
Exhibit "B" – Definition of Pension Plan Closure Costs	There are three types of pension plan closure costs that can ultimately result in a disproportionate financial burden on the employees: (1) amortization and administrative costs that do not proportionally decrease, (2) lost investment opportunity, and (3) an amortization period under 20 years.
Exhibit "C" – Determination of Current Closure Cost Rate	This Exhibit details the actuarial methods, with examples, to be used to determine the closure cost rates for the three possible types of pension plan closure costs. As a reminder, the closure cost rates are allocated 100% to LYNX.
Exhibit "D" – Example Illustrating . . . Computation of Contribution Rates	This Exhibit contains an example illustrating the computation steps followed by the Pension Board's actuary in determining recommended contribution rates.
Exhibit "E" – Determination and Use of . . . Funding Standard Account Credit Balance	This Exhibit contains the steps, with an example, to determine LYNX's actuarial funding standard account credit balance and reiterates the long-standing practice on how LYNX may use the balance.

* * * * *

IMPORTANT: This is a non-technical, non-binding summary of key concepts in the Amendment. The precise terms of the Amendment control.

SETTLEMENT AGREEMENT AND RELEASE

Central Florida Regional Transportation Authority d/b/a LYNX ("LYNX"), Amalgamated Transit Union AFL-CIO Local 1596 (the "Union"), Brian Anderson ("Anderson"), Dana Baker ("Baker"), Maria Carrera ("Carrera"), Albert J. Francis II ("Francis"), Frank Luna ("Luna"), and Ronald Morgan ("Morgan") (LYNX, the Union, Anderson, Baker, Carrera, Francis, Luna, and Morgan are each referred to herein as a "Party" and collectively as the "Parties"), enter into this Settlement Agreement and Release (the "Agreement") as of May 6, 2020 (the "Effective Date"), in order to resolve completely numerous disputes that have risen between and among them, according to the following terms:

WHEREAS, LYNX sponsors the Amalgamated Transit Union Local 1596 Pension Plan (the "Pension Plan") for the exclusive benefit of certain employees of LYNX who are represented by the Union;

WHEREAS, a Board of Trustees (the "Pension Plan Board") administers the Pension Plan;

WHEREAS, the Pension Plan Board consists of six trustees, three of whom are appointed by LYNX (the "Management Trustees") and three of whom are appointed by the Union (the "Union Trustees");

WHEREAS, Carrera, Luna, and Morgan, are the current Union Trustees;

WHEREAS, Anderson, Baker, and Francis are the current Management Trustees;

WHEREAS, the Parties desire to amicably resolve their disputes and preclude any further arbitration or litigation among them in the "Pension Plan Contribution Trust Arbitration," the "Second Action," and the "Pension Plan Contribution Labor Arbitration," all as hereinafter defined.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. **Resolution for Payment of Certain Attorney's Fees.** Within a reasonable period of time following the Effective Date (taking into consideration the practical challenges posed by the pending worldwide SARS-CoV-2 pandemic), Morgan, in his capacity as the Chair of the Pension Plan Board, shall convene a meeting of the Pension Plan Board at which he shall submit, for discussion and vote by the Pension Plan Board, a resolution conditionally approving the Pension Plan's payment of certain legal fees in the exact form attached hereto as **Exhibit A** (the "Resolution").

2. **Bargaining Unit Vote on the CBA Amendment.** If the Resolution is adopted by the Pension Plan Board, then within sixty (60) calendar days following such adoption or within a reasonable period of time thereafter (taking into consideration the practical challenges posed by the pending worldwide SARS-CoV-2 pandemic), the Union shall properly call for a vote of the bargaining unit as to whether to approve and ratify the Third Amendment to the Labor Agreement

Between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596 attached hereto as **Exhibit B** (the "CBA Amendment").

The Parties agree that this Agreement, including but not limited to the dismissals of the Pension Plan Contribution Trust Arbitration, the Second Action, and the Pension Plan Contribution Labor Arbitration, as hereinafter described, is contingent upon the approval and ratification of the CBA Amendment by the Union's bargaining unit within a reasonable period of time under the circumstances. If the Union's bargaining unit does not approve and ratify the CBA Amendment within a reasonable period of time under the circumstances, the Parties agree that this Agreement shall become null and void, and no Party shall have any further obligation under this Agreement.

3. **LYNX Board Vote on the CBA Amendment.** If the Resolution is adopted by the Pension Plan Board within a reasonable period of time under the circumstances and if the Union's bargaining unit thereafter approves and ratifies the CBA Amendment within a reasonable period of time under the circumstances, the LYNX CEO shall, within a reasonable period of time thereafter (taking into consideration the practical challenges posed by the pending worldwide SARS-CoV-2 pandemic), ask the LYNX Board of Directors to vote on whether to approve and ratify the CBA Amendment.

The Parties agree that this Agreement, including but not limited to the dismissals of the Pension Plan Contribution Trust Arbitration, the Second Action, and Pension Plan Contribution Labor Arbitration, as hereinafter described, is contingent upon the approval and ratification of the CBA Amendment by the LYNX Board of Directors within a reasonable period of time under the circumstances. If the LYNX Board of Directors does not approve and ratify the CBA Amendment within a reasonable period of time under the circumstances, the Parties agree that this Agreement shall become null and void, and no Party shall have any further obligation under this Agreement.

4. **Dismissal of Pension Plan Contribution Trust Arbitration.** If the LYNX Board of Directors approves and ratifies the CBA Amendment within a reasonable period of time under the circumstances, then within three (3) business days after such approval and ratification, Carrera, Luna, and Morgan, through their attorneys, shall dismiss with prejudice and withdraw Case No. 01-18-0002-3674, which is pending with the American Arbitration Association (the "AAA") (the "Pension Plan Contribution Trust Arbitration"), by signing and submitting to the AAA a Joint Stipulation of Dismissal with Prejudice and Withdrawal in the form attached hereto as **Exhibit C**.

5. **Dismissal of Second Action.** If Carrera, Luna, and Morgan timely dismiss with prejudice and withdraw the Pension Plan Contribution Trust Arbitration, then within three (3) business days after the deadline for such timely dismissal with prejudice and withdrawal, LYNX shall file a Notice of Voluntary Dismissal with Prejudice in Case No. 18-CA-011245-O, which is pending in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida (the "Second Action") in the form attached hereto as **Exhibit D**.

6. **Dismissal of Pension Plan Contribution Labor Arbitration.** If LYNX timely dismisses the Second Action with prejudice, then within three (3) business days after the deadline for such timely dismissal with prejudice, the Union, through its attorneys, shall dismiss with

prejudice and withdraw Case No. 180731-06926, which is pending with the Federal Mediation & Conciliation Service (the "FMCS") (the "Pension Plan Contribution Labor Arbitration"), by signing and submitting to the FMCS a Joint Stipulation of Dismissal with Prejudice and Withdrawal in the form attached hereto as **Exhibit E**.

7. **Deadline for Completion.** Notwithstanding anything in this Agreement to the contrary and regardless of the circumstances, if all actions described in sections 1 through 6 of this Agreement have not been fully completed by September 30, 2020, the Parties agree that this Agreement shall become null and void, and no Party shall have any further obligation under this Agreement.

8. **Attorneys' Fees and Costs.** Except as set forth in the Resolution, each Party will be responsible for paying his/her/its own attorneys' fees, costs and expenses incurred in the Pension Plan Contribution Trust Arbitration, the Second Action, and the Pension Plan Contribution Labor Arbitration, including but not limited to any attorneys' fees, costs, and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement. Except as set forth in the Resolution, Carrera, Luna, and Morgan agree that they will neither seek, nor direct any of their attorneys to seek, payment from LYNX, the Pension Plan, or any other person other than the Union, for any attorneys' fees, costs, and expenses incurred in connection with the Pension Plan Contribution Trust Arbitration, the Second Action, or the Pension Plan Contribution Labor Arbitration, including but not limited to any attorneys' fees, costs, and expenses incurred in connection with the negotiation, preparation, and execution of this Agreement.

9. **Tax Consequences.** No Party makes any representations or warranties to any other Party regarding the legal effect or tax consequences of this Agreement, or of any tax filing or reporting requirement. Each Party further expressly acknowledges that he/she/it neither received nor relied upon tax advice from any other Party, or from the representatives and attorneys of any other Party, in entering into this Agreement or otherwise.

10. **Releases.** Each Party (the "Releasing Party") releases every other Party and every other Party's predecessors, successors, heirs, current and former direct or indirect parents, subsidiaries, affiliates, assigns, agents, current and former directors, officers, employees, representatives, insurers, attorneys, and shareholders (collectively the "Released Parties"), from any and all claims, proofs of claim, debts, demands, damages, attorneys' fees, judgments, liabilities, causes of action, or controversies of any kind whatsoever, whether at law or in equity, under any legal or equitable theory whatsoever whether in tort, contract or statutory or common law right, including, without limitation, fraud (each a "Claim" and collectively "Claims"), whether matured or unmatured, whether before a local, state, or federal court or state or federal administrative agency or commission, or arbitration administrator, or any other forum, and whether now known or unknown, liquidated or unliquidated, that the Releasing Party has, may have had, asserted, and/or may have asserted, against the Released Parties, on behalf of the Releasing Party, or any other person or entity claiming through the Releasing Party, from the beginning of the world to the Effective Date, arising from or related to the Pension Plan Contribution Trust Arbitration, the Second Action, the Pension Plan Contribution Labor Action, and the specific subjects addressed in the CBA Amendment; provided, however, that nothing contained in this release shall prevent any Party from pursuing or asserting any Claim to enforce the terms of this Agreement.

EXECUTION VERSION

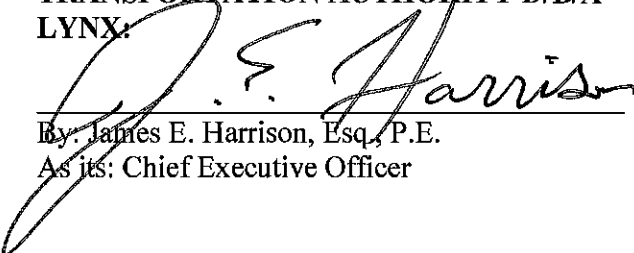
11. **Third Party Beneficiaries.** The Parties agree that the Pension Plan, past Union Trustees, and past Management Trustees are intended third party beneficiaries of this Agreement with all enforcement rights with respect thereto.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and Release.

DATED: 5/7/20

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY D/B/A
LYNX:**


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

DATED: _____

**AMALGAMATED TRANSIT UNION AFL-
CIO LOCAL 1596:**

By: Wilfredo Delgado
As its: President/Business Agent

DATED: _____

BRIAN ANDERSON:

Brian Anderson

DATED: _____

DANA BAKER:

Dana Baker

DATED: _____

MARIA CARRERA:

Maria Carrera

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**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY D/B/A
LYNX:**

DATED: _____

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

**AMALGAMATED TRANSIT UNION AFL-
CIO LOCAL 1596:**

DATED: 05/14/2020

By: Wilfredo Delgado
As its: President/Business Agent

BRIAN ANDERSON:

DATED: _____

Brian Anderson

DANA BAKER:

DATED: _____

Dana Baker

MARIA CARRERA:

DATED: _____

Maria Carrera

EXECUTION VERSION

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IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and Release.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY D/B/A
LYNX:**

DATED: _____

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

**AMALGAMATED TRANSIT UNION AFL-
CIO LOCAL 1596:**

DATED: _____

By: Wilfredo Delgado
As its: President/Business Agent

DATED: 5/6/2020

BRIAN ANDERSON:


Brian Anderson

DANA BAKER:

DATED: _____

Dana Baker

MARIA CARRERA:

DATED: _____

Maria Carrera

EXECUTION VERSION

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12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and Release.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY D/B/A
LYNX:**

DATED: _____

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

**AMALGAMATED TRANSIT UNION AFL-
CIO LOCAL 1596:**

DATED: _____

By: Wilfredo Delgado
As its: President/Business Agent

BRIAN ANDERSON:

DATED: _____

Brian Anderson

DANA BAKER:

DATED: 5-7-2020


Dana Baker

MARIA CARRERA:

DATED: _____

Maria Carrera

EXECUTION VERSION

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12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and Release.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY D/B/A
LYNX:**

DATED: _____

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

**AMALGAMATED TRANSIT UNION AFL-
CIO LOCAL 1596:**

DATED: _____

By: Wilfredo Delgado
As its: President/Business Agent

BRIAN ANDERSON:

DATED: _____

Brian Anderson

DANA BAKER:

DATED: _____

Dana Baker

MARIA CARRERA:

DATED: 12 MAY 2020

Maria Carrera
Maria Carrera

DATED: 5/7/20

ALBERT J. FRANCIS II:

Albert J. Francis II
Albert J. Francis II

FRANK LUNA:

DATED: _____

Frank Luna

RONALD MORGAN:

DATED: _____

Ronald Morgan

EXECUTION VERSION

ALBERT J. FRANCIS II:

DATED: _____

Albert J. Francis II

FRANK LUNA:

DATED: MAY 15, 2020

Frank Luna

RONALD MORGAN:

DATED: _____

Ronald Morgan

EXECUTION VERSION

ALBERT J. FRANCIS II:

DATED: _____

Albert J. Francis II

FRANK LUNA:

DATED: _____

Frank Luna

RONALD MORGAN:

DATED: 05/08/2020

Ronald E. Morgan
Ronald Morgan

EXHIBIT A

**RESOLUTION OF THE BOARD OF TRUSTEES FOR THE AMALGAMATED
TRANSIT UNION LOCAL 1596 PENSION PLAN**

WHEREAS, Central Florida Regional Transportation Authority d/b/a LYNX ("LYNX"), Amalgamated Transit Union AFL-CIO Local 1596, Brian Anderson ("Anderson"), Dana Baker ("Baker"), Maria Carrera ("Carrera"), Albert J. Francis II ("Francis"), Frank Luna ("Luna"), and Ronald Morgan ("Morgan") have entered into a Settlement Agreement and Release with an effective date of May 6, 2020 (the "Settlement Agreement") to resolve certain disputes between and among them related to the Amalgamated Transit Union Local 1596 Pension Plan (the "Plan"); and

WHEREAS, the Board of Trustees for the Plan recognizes the valuable service that the law firm of Rice Pugatch Robinson Storfer & Cohen, PLLC (the "Cohen Law Firm") has rendered to the Plan specifically through attainment of the Settlement Agreement and the Cohen Law Firm's representation of Carrera, Luna, and Morgan in related matters leading up to attainment of the Settlement Agreement; and

WHEREAS, the Board of Trustees for the Plan is willing, on a non-precedential basis, to provide for the Plan's payment of legal fees for services rendered by the Cohen Law Firm; and

WHEREAS, the Board of Trustees for the Plan also recognizes the valuable service that legal counsel for the LYNX-appointed trustees has rendered to the Plan, specifically through attainment of the Settlement Agreement and representation of LYNX-appointed trustees in related matters leading up to attainment of the Settlement Agreement, but the LYNX-appointed trustees have declined, on a non-precedential basis, to seek reimbursement of legal fees incurred by them, or on their behalf, in this particular circumstance.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Provided that all of the conditions precedent described in 2. below have been satisfied, the Plan shall pay to the Cohen Law Firm the gross sum of Ninety Three Thousand Dollars (\$93,000.00) (the "Payment") in full satisfaction of all attorneys' fees, costs, and expenses incurred by or on behalf of Carrera, Luna, and/or Morgan in connection with the Settlement Agreement; American Arbitration Association Case No. 01-18-0002-3674; Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida Case No. 18-CA-011245-O; and matters related to any of the foregoing.
2. The conditions precedent to the Plan issuing the Payment to the Cohen Law Firm are:
 - a. The Cohen Law Firm has provided a completed IRS Form W-9 to the Plan Administrator (Resource Centers LLC); and

- b. The Cohen Law Firm and the Akerman LLP law firm have jointly certified to the Plan Administrator that all actions described in sections 1 through 6 of the Settlement Agreement have been timely and fully completed.
3. As soon as administratively practicable following satisfaction of all of the conditions precedent described in 2. above, the Plan Administrator shall issue the Payment to the Cohen Lawn Firm.
4. This Resolution document will not be used as any type of precedent for any other issue(s) that have arisen, or may arise, between the Trustees for the Plan, including but not limited to, any issues over the propriety of the use of Pension Plan funds to pay attorneys' fees.

This Resolution was duly adopted by the Board of Trustees for the Amalgamated Transit Union Local 1596 Pension Plan at its _____, 2020 meeting.

Brian Anderson, Trustee

Albert J. Francis II, Trustee

Dana Baker, Trustee

Frank Luna, Trustee

Maria Carrera, Trustee

Ronald Morgan, Trustee

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

The labor agreement between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596, as previously amended and with a term of October 1, 2017 through September 30, 2020 (the "CBA"), is further amended as follows:

1. Definitions

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

2. Deleted Provisions

Section 2, and subsection 3 of Section 5, of Article 30 of the CBA are deleted.

3. Pension Disability Benefits

a. The disability pension benefits provided by the Pension Plan are only those originally set forth in Section 11.01 on pages 35 through 36 of the document titled "AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN Restated Agreement and Declaration of Trust and Pension Plan, Effective this 24th day of May, 2011" (adopted September 8, 2011).

b. The Authority and the Union acknowledge that the Pension Plan has been providing the disability pension benefits described in paragraph a. above to every Pension Plan participant who has become eligible for disability pension benefits on and after May 24, 2011. The Authority and the Union agree that no other or different disability pension benefits were or are required for those participants.

4. Pension Plan Contribution Rates During Certain Plan Years

a. The required contributions to the Pension Plan (as a percentage of each participant's gross payroll wages) during the October 1, 2017 through September 30, 2018 plan year and the October 1, 2018 through September 30, 2019 plan year were those that the Authority had actually implemented in its payroll and accounting systems, during those plan years, i.e.:

Contributing Party	Contribution Rate
Authority	11.13%
Employee Participating in the Pension Plan	
Regular Benefit	5.66%
Enhanced Benefit Level 1	8.16%
Enhanced Benefit Level 2	10.66%

No additional contributions to the Pension Plan were or are required from the Authority or the Employees for those two plan years.

b. The contributions to the Pension Plan from the Authority and the Employees, for the October 1, 2017 through September 30, 2018 plan year and the October 1, 2018 through September 30, 2019 plan year, are irrevocable and are to be used for the exclusive purpose of providing benefits to Pension Plan participants and their beneficiaries and defraying reasonable expenses of administering the Pension Plan.

5. Pension Plan Contribution Rates During the 10/1/2019 – 9/30/2020 Plan Year

The required contribution rates to the Pension Plan during the October 1, 2019 through September 30, 2020 plan year are determined as follows:

a. **Total FYE 2019 Contribution Amount**

During the October 1, 2018 through September 30, 2019 plan year, the Pension Board's actuary prepares an October 1, 2018 valuation of the Pension Plan, based on actuarial methods and assumptions developed in the Actuarial Study Process defined and described on attached Exhibit "A". The actuary uses that valuation to calculate a total contribution amount, as a dollar amount, for the October 1, 2018 through September 30, 2019 plan year that is then underway ("Total FYE 2019 Contribution Amount").

b. **Total Minimum Contribution Amount (9.75% Employer, 5.25% Employee Regular Benefit, 7.75% Employee Enhanced Benefit Level 1, and 10.25% Employee Enhanced Level 2)**

The "Total Minimum Contribution Amount" is equal to:

- 9.75% multiplied by the Pension Board actuary's projected total covered payroll ("CP") for the October 1, 2018 through September 30, 2019 plan year for all Pension Plan active participants, plus
- 5.25% multiplied by CP for just the Pension Plan active participants enrolled in the Pension Plan's regular benefit, plus
- 7.75% multiplied by CP for just the Pension Plan active participants enrolled in the Pension Plan's enhanced benefit level 1, plus
- 10.25% multiplied by CP for just the Pension Plan active participants enrolled in the Pension Plan's enhanced benefit level 2.

If the Total Minimum Contribution Amount is **equal to or greater** than the Total Contribution Amount, the steps in subsection c. below are not applicable, and the required contribution rates to the Pension Plan (as a percentage of each participant's gross wages) during the October 1, 2019 through September 30, 2020 plan year are as follows:

Contributing Party	Contribution Rate
Authority	9.75%
Employee Participating in the Pension Plan	
Regular Benefit	5.25%
Enhanced Benefit Level 1	7.75%
Enhanced Benefit Level 2	10.25%

However, if the Total Minimum Contribution Amount is **less** than the Total FYE 2019 Contribution Amount, then the steps in subsection c. below apply.

c. Determining Contribution Rates When the Total Minimum Contribution Amount is Insufficient

For purposes of the following steps: The Pension Board actuary's calculations shall be based on actuarial methods and assumptions developed in the Actuarial Study Process defined and described on attached Exhibit "A" , the definition of "Closure Costs" on attached Exhibit "B", a deemed "Prior Closure Cost Rate" of 1.27%, and the following deemed recommended contribution rates for the October 1, 2018 through September 30, 2019 plan year:

Contributing Party	Recommended Contribution Rate
Authority	12.05%
Employee Participating in the Pension Plan	
Regular Benefit	5.78%
Enhanced Benefit Level 1	8.28%
Enhanced Benefit Level 2	10.78%

The term "Authority's Prior Recommended Contribution Rate" as used in the below steps refers to 12.05%. The term "Employee's Prior Recommended Regular Contribution Rate" as used in the below steps refers to 5.78%. The term "interest" as used in the Exhibits refers to the gross actuarial interest rate assumption then in effect.

Step #1: The Pension Board's actuary calculates the portion, as a dollar amount, of the Total FYE 2019 Contribution Amount that is payable by the Authority during the October 1, 2018 through September 30, 2019 plan year then underway ("Authority's FYE 2019 Contribution Amount").

Step #2: The "Authority's Preliminary Contribution Rate" during the October 1, 2019 through September 30, 2020 plan year is a percentage based on (x) the Authority's FYE 2019 Contribution Amount, divided by (y) CP.

- Step #3: The Pension Board's actuary calculates, as a percentage, the portion of the Authority's Preliminary Contribution Rate that is due to Closure Costs ("Current Closure Cost Rate"), as described in attached Exhibit "C".
- Step #4: The "Current Non-Closure Related Rate" is a percentage equal to (x) the Authority's Preliminary Contribution Rate, minus (y) the Current Closure Cost Rate.
- Step #5: The "Prior Non-Closure Related Rate" is a percentage equal to (x) the Authority's Prior Recommended Contribution Rate, minus (y) the Prior Closure Cost Rate.
- Step #6: The "Non-Closure Related Rate Change" is a percentage equal to (x) the Current Non-Closure Related Rate, minus (y) the Prior Non-Closure Related Rate.
- Step #7: The "Employee's Share of the Non-Closure Related Rate Change" is a percentage equal to (x) the Non-Closure Related Rate Change, multiplied by (y) 35%.
- Step #8: The "Authority's Share of the Non-Closure Related Rate Change" is a percentage equal to (x) the Non-Closure Related Rate Change, multiplied by (y) 65%.
- Step #9: The "Closure Related Rate Change" is a percentage equal to (x) the Current Closure Cost Rate, minus (y) the Prior Closure Cost Rate. All (100%) of the Closure Related Rate Change shall be allocated to the Authority and none (0%) to participants.
- Step #10: The "Employee's Recommended Regular Contribution Rate" is a percentage equal to the sum of (x) the Employee's Prior Recommended Regular Contribution Rate, and (y) the Employee's Share of the Non-Closure Related Rate Change; provided, however, that the Employee's Recommended Regular Contribution Rate shall not be lower than 5.25%.
- Step #11: The "Authority's Recommended Contribution Rate" is a percentage equal to the sum of (x) the Authority's Prior Recommended Contribution Rate, (y) the Authority's Share of the Non-Closure Related Rate Change, and (z) the Closure Related Rate Change; provided, however, that the Authority's Recommended Regular Contribution Rate shall not be lower than 9.75%.
- Step #12: Subject to subsection d. below, the required contribution rates to the Pension Plan (as a percentage of each participant's gross wages) during the October 1, 2019 through September 30, 2020 plan year are as follows:

Contributing Party	Required Contribution Rate
Authority	Authority's Recommended Contribution Rate becomes the Authority's required contribution rate
Employee Participating in the Pension Plan	
Regular Benefit	Employee's Recommended Regular Contribution Rate becomes the Employee's required contribution rate for the regular benefit
Enhanced Benefit Level 1	Employee's Recommended Regular Contribution Rate + 2.50% becomes the Employee's required contribution rate for Enhanced Benefit Level 1
Enhanced Benefit Level 2	Employee's Recommended Regular Contribution Rate + 5.00% becomes the Employee's required contribution rate for Enhanced Benefit Level 2

An example illustrating above steps #1 through #12 is attached as Exhibit "D".

Step #13: Subject to subsection d. below, the Pension Plan funding standard account employer credit balance as of October 1, 2018 shall be as calculated by the Pension Board's actuary in accordance with attached Exhibit "E".

The Authority and the Union recognize that the details of the calculations of the Pension Board's actuary may not exactly mirror the above steps, but neither the Authority nor the Union will object to that under subsection d. below, *so long as* the Pension Board's actuary is able to certify that his/her ultimate computation of rates has resulted in approximately the same substantive outcome as described in the above steps.

d. Objections

The Pension Board shall provide written notice to the Union and Authority of the recommended contribution rates and credit balance calculated pursuant to the above provisions of this Third Amendment, which written notice must include a copy of a complete actuarial valuation report supporting the calculations. The Union and Authority shall each have ten (10) business days from the date it receives that written notice to reasonably object in writing to the calculated recommended contribution rates and/or credit balance. Any such timely objection must be submitted in writing to the other party, with a copy to the Pension Board.

If there is *no* timely objection, the calculated recommended contribution rates in the Pension Board's written notice become the required contribution rates, the calculated credit balance becomes final, and the Authority shall update its payroll and accounting systems to implement them.

If there *is* a timely objection, the Union and Authority shall begin to meet and confer, within ten (10) business days following the date of delivery of the objection, to attempt in good faith to resolve the objection.

If the Union and Authority reach a good faith resolution of the objection within twenty (20) business days following the date of delivery of the objection, then the contribution rates and credit balance determined by the Union and Authority in that resolution shall be the final required contribution rates and credit balance and the Authority shall update its payroll and accounting systems to implement them.

If the Union and Authority have not reached a good faith resolution of the objection within twenty (20) business days following the date of delivery of the objection, then on the twenty-first (21st) business day following the date of delivery of the objection, the objection shall be treated as though it were a grievance that had not settled at Step III of the grievance process described in Article 13 of the CBA and such objection (grievance) may be moved to arbitration by the grieving party within the time limits and as provided in Article 13 of the CBA.

If the objection (grievance) is *not* timely moved to arbitration, the objection (grievance) shall be deemed withdrawn, the calculated recommended contribution rates and credit balance in the Pension Board's written notice become final and required, and the Authority shall update its payroll and accounting systems to implement them.

If the objection (grievance) *is* timely moved to arbitration, the required contribution rates and credit balance shall be determined through the arbitration process. Time is of the essence in the holding of the arbitration hearing and the issuance of the arbitration decision and award. Both parties agree to act as cooperatively as possible in accomplishing this goal, and it is the intent to hold the arbitration hearing within three (3) months of the objection (grievance) being timely moved to arbitration. The parties recognize that even with cooperation, it may not be possible to meet this timeline. Nevertheless, continuance because of the press of other business for the lawyers, or inconvenience of the witnesses, is frowned upon and the arbitrator will have broad discretion to deny requests for continuances for reasons such as that.

Until a timely objection has been resolved through good faith resolution, withdrawal, or arbitration, the credit balance shall remain unchanged and the Authority shall make no changes to the contribution rates in its payroll and accounting systems.

e. Use of Contributions

The contributions to the Pension Plan from the Authority and the Employees, for the October 1, 2019 through September 30, 2020 plan year, are irrevocable and are to be used for the exclusive purpose of providing benefits to Pension Plan participants and their beneficiaries and defraying reasonable expenses of administering the Pension Plan.

6. Status Quo

The provisions of this Third Amendment, including the Exhibits referenced herein, but specifically excluding section 4 of this Third Amendment, shall constitute the *status quo* as to the matters covered in this Third Amendment. Thus, for example, the procedures in section 5 of this Third Amendment, including the procedures in the Exhibits referenced in section 5, shall constitute

the *status quo* and are the material terms to apply to determine annual Pension Plan contribution rates during the plan year(s) in the *status quo* period.

7. Effective Date

The terms set forth herein are effective retroactive to October 1, 2017.

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

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

Witness

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

Witness

[EXHIBITS CONTINUE ON FOLLOWING PAGE.]

[CBA AMENDMENT EMBEDDED] EXHIBIT "A"

ACTUARIAL STUDY PROCESS

The "Actuarial Study Process" is a process through which the Pension Board commissions an analysis of the actuarial experience of the Pension Plan and a comprehensive evaluation of all actuarial assumptions and methods used by the Pension Board's actuary in calculating the recommended annual employer and employee contributions to the Pension Plan ("Actuarial Study").

The Actuarial Study Process must have been conducted and concluded within the last five (5) years before the beginning date of the plan year for which contributions will be calculated. Thus, for the calculation of contributions for the plan year beginning on October 1, 2019, the Actuarial Study Process must have been conducted and concluded no earlier than October 1, 2014. If an Actuarial Study Process has not been conducted and concluded within such prior-five year period, an Actuarial Study Process will be undertaken and completed expeditiously.

In the Actuarial Study Process, the Pension Board shall invite the Authority and the Union to provide written input on draft and final Actuarial Study reports and allow a reasonable period of time to do so. The Pension Board shall also invite the Authority and the Union to meaningfully and actively participate in the portions of all Pension Board meetings and workshops that discuss: (1) preparation for the Actuarial Study Process, (2) draft or final versions of the Actuarial Study Reports, (3) modeled or anticipated effects of potential changes to the actuarial assumptions or methods to be used in calculating contributions, and (4) the Pension Board's adoption of, or changes to, the actuarial assumptions or methods to be used in calculating recommended contributions.

If it becomes necessary for the Pension Board to consider a change to a specific actuarial assumption or method after an Actuarial Study Process has concluded and before the next Actuarial Study Process begins, all requirements of an Actuarial Study Process shall be followed, except that the analysis and evaluation may be limited to just the specific actuarial assumption or method at issue. For example, if the Pension Board is alerted that a change to the mortality rates may be necessary during a period between Actuarial Study Processes, the requirements described in the third paragraph of this Exhibit "A" shall apply, except that the analysis and evaluation may be limited to just the mortality rates.

[END OF EXHIBIT "A"]

[CBA AMENDMENT EMBEDDED] EXHIBIT "B"

DEFINITION OF PENSION PLAN CLOSURE COSTS

The "Closure Costs" are the actuarially-determined portions (if any) of the Total Contribution Amount that, absent an adjustment to contribution rates, would result in a disproportionate financial burden on the active Pension Plan participants as a direct consequence of the prior March 1, 2014 closure of the Pension Plan. The following is the complete list of the possible Closure Costs that the Authority and Union recognize could occur:

1. *Two Costs That Do Not Proportionally Decrease as a Dollar Amount as Covered Payroll Decreases:* A "Closure Cost" is incurred if the amortization payments on the unfunded actuarial liability, with interest, is higher as a percentage of covered payroll for active Pension Plan participants than as a percentage of total payroll for all active Employees. Similarly, a "Closure Cost" is incurred if the normal cost for administrative expenses, with interest, is higher as a percentage of covered payroll for active Pension Plan participants than as a percentage of total payroll for all active Employees.
2. *Lost Investment Opportunity:* A "Closure Cost" is incurred if the investment return assumption for the Pension Plan is decreased for the following reason: the Pension Board's investment consultant recommends less risky investment allocations due to Pension Plan closure and not due to any other reason. Less risky investment allocations due to general fluctuations in the investment marketplace would not be considered to be due to Pension Plan closure because such fluctuations would have occurred regardless of whether or not the Pension Plan had been closed to new participants. If the Pension Board's investment consultant recommends less risky investment allocations due to both Pension Plan closure and other reason(s), the Pension Board's investment consultant will separately specify, to the best of its judgement, the component of the total recommendation that is solely due to Pension Plan closure and the component that is not due solely to closure.
3. *Under 20-Year Amortization Period:* A "Closure Cost" is incurred if the amortization period for any unfunded accrued liability is decreased to less than twenty (20) years for the following reason: the actuary recommends reducing the amortization period to less than twenty (20) years due to Pension Plan closure, and not due to any other reason.

[END OF EXHIBIT "B"]

[CBA AMENDMENT EMBEDDED] EXHIBIT "C"

DETERMINATION OF CURRENT CLOSURE COST RATE

1. *Two Costs That Do Not Proportionally Decrease as a Dollar Amount as Covered Payroll Decreases:* The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 1 of Exhibit "B" is determined as follows:
 - Step #I: The Pension Board's actuary uses Employee census data provided by the Authority to estimate total covered payroll for the October 1, 2018 through September 30, 2019 plan year then underway, for all active Employees (both those participating in the Pension Plan and those participating in the Contribution Plan) ("Open Payroll" or "OP").
 - Step #II: The Pension Board's actuary calculates (1) projected amortization payments on the unfunded actuarial liability, with interest, and (2) projected normal cost for administrative expenses, with interest, for the October 1, 2018 through September 30, 2019 plan year then under way, and sums those two amounts.
 - Step #III: The Pension Board's actuary computes a percentage based on dividing the result in Step #II by CP.
 - Step #IV: The Pension Board's actuary computes a percentage based on dividing the result in Step #II by OP.
 - Step #V: The Step #IV percentage is subtracted from the Step #III percentage. The resulting percentage is the portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 1 of Exhibit "B".

Example:

Suppose the Pension Board's actuary calculates, for the October 1, 2018 through September 30, 2019 plan year then under way: CP of \$23,557,100; OP of \$33,999,076; amortization payments on the UAL, with interest, of \$489,318; and normal cost for administrative expenses, with interest, of \$696,145.

The Step #II result is \$1,185,463 (\$489,318 + \$696,145).

The Step #III percentage is 5.03% (\$1,185,463 / \$23,557,100).

The Step #IV percentage is 3.49% (\$1,185,463 / \$33,999,076).

The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 1 of Exhibit "B" is 1.54% (5.03% - 3.49%).

2. *Lost Investment Opportunity (LIO):* The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 2 of Exhibit "B" is determined as follows:

Step #I: The Pension Board's actuary recommends (1) a lower investment return assumption ("LIO Assumption"), which will result in increased normal cost and increased accrued liability, and (2) an amortization period ("LIO Amortization Period"). The LIO Assumption and LIO Amortization Period will be addressed and adopted as described in the last paragraph of Exhibit "A".

Step #II: The Pension Board's actuary calculates an amortization base and a resulting annual amortization payment ("LIO Amortization Payment") due to the LIO Assumption and LIO Amortization Period.

Step #III: For each year of the LIO Amortization Period, the Pension Board's actuary computes a percentage based on dividing the LIO Amortization Payment by that year's CP ("LIO Amortization Closure Cost Rate"). An LIO Amortization Closure Cost Rate applies only during the LIO Amortization Period.

Step #IV: For the first year for which the LIO Assumption is adopted, the Pension Board's actuary calculates, as a percentage of the CP for that year, the increase in the normal cost due to the LIO Assumption ("LIO Normal Closure Cost Rate"). The LIO Normal Closure Cost Rate remains the same fixed percentage in future years. Unlike the LIO Amortization Closure Cost Rate, which applies only during the LIO Amortization Period, the LIO Normal Closure Cost Rate will apply in all future years.

Step #V: Each year, the portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 2 of Exhibit "B" is the sum of (x) the LIO Amortization Closure Cost Rate (if applicable that year), plus (y) the LIO Normal Closure Cost Rate.

Example:

Suppose the Pension Board's investment consultant recommends decreasing the equity investment allocation to 53%. Suppose the Pension Board's investment consultant specifies that a decrease to 55% is being recommended solely due to the prior closure of the Pension Plan, and the additional decrease from 55% to 53% is not solely due to closure.

Suppose that due to the closure-related decrease to 55% equity allocation, the Pension Board's actuary recommends lowering the investment return assumption from 7.4% to an LIO Assumption of 7.0% and recommends an LIO Amortization Period of twenty (20) years, which recommendations are adopted via the Actuarial Study Process (Step #I).

Suppose the Pension Board's actuary calculates the annual LIO Amortization Payment to be \$100,000 (Step #II).

Suppose CP is \$20,000,000 in the first year and decreases in each future year to 97.5% of the prior year's CP. The table below shows the LIO Amortization Closure Cost Rate for each year of the 20-year LIO Amortization Period (Step #III).

Suppose the Pension Board's actuary calculates the LIO Normal Closure Cost Rate to be 1.25% (Step #IV).

The final column in the table below shows the total portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 2 of Exhibit "B" (Step #V).

<i>Year</i>	<i>CP</i>	<i>LIO Amortization Payment</i>	<i>LIO Amortization Closure Cost Rate (payment/CP)</i>	<i>LIO Normal Closure Cost Rate (fixed)</i>	<i>Total</i>
1	\$20,000,000	\$100,000	0.50%	1.25%	1.75%
2	\$19,500,000	\$100,000	0.51%	1.25%	1.76%
3	\$19,012,500	\$100,000	0.53%	1.25%	1.78%
4	\$18,537,188	\$100,000	0.54%	1.25%	1.79%
5	\$18,073,758	\$100,000	0.55%	1.25%	1.80%
6	\$17,621,914	\$100,000	0.57%	1.25%	1.82%
7	\$17,181,266	\$100,000	0.58%	1.25%	1.83%
8	\$16,751,832	\$100,000	0.60%	1.25%	1.85%
9	\$16,333,036	\$100,000	0.61%	1.25%	1.86%
10	\$15,924,710	\$100,000	0.63%	1.25%	1.88%
11	\$15,526,592	\$100,000	0.64%	1.25%	1.89%
12	\$15,138,428	\$100,000	0.66%	1.25%	1.91%
13	\$14,759,967	\$100,000	0.68%	1.25%	1.93%
14	\$14,390,968	\$100,000	0.69%	1.25%	1.94%
15	\$14,031,194	\$100,000	0.71%	1.25%	1.96%
16	\$13,680,414	\$100,000	0.73%	1.25%	1.98%
17	\$13,338,403	\$100,000	0.75%	1.25%	2.00%
18	\$13,004,943	\$100,000	0.77%	1.25%	2.02%
19	\$12,679,820	\$100,000	0.79%	1.25%	2.04%
20	\$12,362,824	\$100,000	0.81%	1.25%	2.06%
21	\$12,053,754	N/A	N/A	1.25%	1.25%
22	\$11,752,410	N/A	N/A	1.25%	1.25%
23	\$11,458,600	N/A	N/A	1.25%	1.25%
24	\$11,172,135	N/A	N/A	1.25%	1.25%
25	\$10,892,831	N/A	N/A	1.25%	1.25%

Etc.

3. *Under 20-Year Amortization Period:* The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 3 of Exhibit "B" is determined as follows:

Step #I: The Pension Board's actuary recommends a shorter amortization period due solely to prior closure of the Pension Plan ("Closure Amortization Period"). The Closure Amortization Period will be addressed and adopted as described in the last paragraph of Exhibit "B".

Step #II: For the amortization base for a given plan year, the Pension Board's actuary will calculate, as a dollar amount, (a) amortization payments based on a 20-year amortization period, and (b) amortization payments based on the shorter Closure Amortization Period. For each year, the result of subtracting (a) from (b) is the "Change in Cost."

Step #III: Each year, the portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 3 of Exhibit "B" is a percentage determined by dividing (x) the Change in Cost, by (y) CP for that year. If the amortization base is an amortization charge (positive), the percentage will be positive during the Closure Amortization Period, negative in years after that through the 20th year, and zero after the 20th year. Conversely, if the amortization base is an amortization credit (negative), the percentage will be negative during the Closure Amortization Period, positive in years after that through the 20th year, and zero after the 20th year.

Example:

Suppose the Pension Board's actuary recommends a Closure Amortization Period of fifteen (15) years, which recommendation is adopted via the Actuarial Study Process (Step #I).

Suppose the amortization base is an amortization charge (positive) of \$1,000,000. Suppose the actuary calculates 20-year amortization payments of \$90,640 and 15-year amortization payments of \$104,827. The Change in Cost for each year is shown in the table below (Step #II).

Suppose CP is \$20,000,000 in the first year and decreases in each future year to 97.5% of the prior year's CP. The table below shows the Closure Cost percentage for each year (Step #III).

(cont'd on next page)

Year	Amortization Payments		Change in Cost (15-year minus 20-year)	CP	Closure Cost Percentage
	20-year	15-year			
1	\$90,640	\$104,827	\$14,187	\$20,000,000	0.071%
2	\$90,640	\$104,827	\$14,187	\$19,500,000	0.073%
3	\$90,640	\$104,827	\$14,187	\$19,012,500	0.075%
4	\$90,640	\$104,827	\$14,187	\$18,537,188	0.077%
5	\$90,640	\$104,827	\$14,187	\$18,073,758	0.078%
6	\$90,640	\$104,827	\$14,187	\$17,621,914	0.081%
7	\$90,640	\$104,827	\$14,187	\$17,181,266	0.083%
8	\$90,640	\$104,827	\$14,187	\$16,751,832	0.085%
9	\$90,640	\$104,827	\$14,187	\$16,333,036	0.087%
10	\$90,640	\$104,827	\$14,187	\$15,924,710	0.089%
11	\$90,640	\$104,827	\$14,187	\$15,526,592	0.091%
12	\$90,640	\$104,827	\$14,187	\$15,138,428	0.094%
13	\$90,640	\$104,827	\$14,187	\$14,759,967	0.096%
14	\$90,640	\$104,827	\$14,187	\$14,390,968	0.099%
15	\$90,640	\$104,827	\$14,187	\$14,031,194	0.101%
16	\$90,640	\$0	-\$90,640	\$13,680,414	-0.663%
17	\$90,640	\$0	-\$90,640	\$13,338,403	-0.680%
18	\$90,640	\$0	-\$90,640	\$13,004,943	-0.697%
19	\$90,640	\$0	-\$90,640	\$12,679,820	-0.715%
20	\$90,640	\$0	-\$90,640	\$12,362,824	-0.733%
21	\$0	\$0	\$0	\$12,053,754	0%
22	\$0	\$0	\$0	\$11,752,410	0%
23	\$0	\$0	\$0	\$11,458,600	0%
24	\$0	\$0	\$0	\$11,172,135	0%
25	\$0	\$0	\$0	\$10,892,831	0%
Etc.					

The "Current Closure Cost Rate" is the sum of the results from paragraphs 1, 2, and 3 above.

[END OF EXHIBIT "C"]

[CBA AMENDMENT EMBEDDED] EXHIBIT "D"

EXAMPLE ILLUSTRATING STEPS #1 THROUGH #12 IN COMPUTATION OF CONTRIBUTION RATES

- Step #1: Suppose the Pension Board's actuary calculates the Authority's FYE 2019 Contribution Amount to be **\$2,595,795**. Suppose the Pension Board's actuary calculates CP to be **\$23,557,100**.
- Step #2: The Authority's Preliminary Recommended Contribution Rate is **11.02%** (**\$2,595,795 / \$23,557,100**).
- Step #3: Suppose the Pension Board's actuary calculates the Current Closure Cost Rate to be **1.54%**.
- Step #4: The Current Non-Closure Related Rate is **9.48%** (**11.02% - 1.54%**).
- Step #5: The deemed Authority's Prior Recommended Contribution Rate is **12.05%**. The deemed Prior Closure Cost Rate is **1.27%**. Thus, the Prior Non-Closure Related Rate is **10.78%** (**12.05% - 1.27%**).
- Step #6: The Non-Closure Related Rate Change is **-1.30%** (**9.48% - 10.78%**).
- Step #7: The Employee's Share of the Non-Closure Related Rate Change is **-0.46%** (**-1.30% x 35%**).
- Step #8: The Authority's Share of the Non-Closure Related Rate Change is **-0.85%** (**-1.30% x 65%**).
- Step #9: The Closure Related Rate Change (for 100% allocation to the Authority) is **0.27%** (**1.54% - 1.27%**).
- Step #10: The deemed Employee's Prior Recommended Regular Contribution Rate is **5.78%**. Thus, the Employee's Recommended Regular Contribution Rate is **5.32%** (**5.78% - 0.46%**).
- Step #11: The Authority's Recommended Contribution Rate is **11.47%** (**12.05% - 0.85% + 0.27%**).
- Step #12: Subject to the objection process in Section 5.d. of this Third Amendment, the required contribution rates are:

Authority	11.47%
Employee – Regular Benefit	5.32%
Employee – Enhanced Benefit Level 1	7.82% (5.32% + 2.50%)
Employee – Enhanced Benefit Level 2	10.32% (5.32% + 5.00%)

[END OF EXHIBIT "D"]

[CBA AMENDMENT EMBEDDED] EXHIBIT "E"

**DETERMINATION AND USE OF PENSION PLAN FUNDING STANDARD ACCOUNT
CREDIT BALANCE**

The deemed prior year actuarial Pension Plan funding standard account employer credit balance as of October 1, 2017 is \$1,129,889. The actuarial Pension Plan funding standard account employer credit balance as of October 1, 2018 shall be determined as follows:

The Pension Board's actuary shall calculate total Pension Plan charges and total Pension Plan credits for the October 1, 2017 through September 30, 2018 plan year.

The total Pension Plan charges to be calculated are comprised of: prior year funding deficiency, actuarial employer normal cost, actuarial amortization charges, and interest on all of the foregoing.

The total Pension Plan credits to be calculated are comprised of: prior year credit balance, actual employer contributions, actuarial amortization credit, and interest on all of the foregoing. The interest accrual on the actual total employer contribution dollar amount will be computed as though that total contribution amount had been contributed to the Pension Plan at the mid-point of the October 1, 2017 through September 30, 2018 plan year.

The actuarial Pension Plan funding standard account employer credit balance as of October 1, 2018 shall be equal to (x) the total calculated Pension Plan credits, minus (y) the total calculated Pension Plan charges.

Example:

Suppose the Pension Board's actuary calculates the total Pension Plan charges for the October 1, 2017 through September 30, 2018 plan year as follows:

\$ 0 (deemed prior year funding deficiency of zero)
+\$2,417,521 (deemed actuarial employer normal cost)
+\$ 259,204 (deemed actuarial amortization charges)
+\$ 200,754 (interest on the other components)
=\$2,877,479 total calculated Pension Plan charges

Suppose the Pension Plan's administrative records reflect that the actual total employer contribution dollar amount deposited to the Pension Plan trust during the October 1, 2017 through September 30, 2018 plan year was \$2,983,198.

Suppose the Pension Board's actuary calculates the total Pension Plan credits for the October 1, 2017 through September 30, 2018 plan year as follows:

\$1,129,889 (deemed prior year credit balance)
+\$2,983,198 (actual total employer contribution dollar amount)
+\$ 0 (deemed actuarial amortization credit)

+\$ 196,612 (interest on the other components)
=\$4,309,699 total calculated Pension Plan credits

The Pension Plan funding standard account employer credit balance as of October 1, 2018 is equal to \$1,432,220 (\$4,309,699 - \$2,877,479).

At the employer's election, all or a portion of the Pension Plan funding standard account employer credit balance as of the beginning date of the immediately prior plan year (valuation date) is available, along with the contributions actually deposited by the employer to the Pension Plan during the current plan year, to satisfy any contribution requirements for the current plan year. For example, at the employer's election, all or a portion of the Pension Plan funding standard account employer credit balance as of an October 1, 2018 valuation date is available, along with the contributions actually deposited by the employer during the October 1, 2019 through September 30, 2020 plan year, to satisfy any contribution requirements for the October 1, 2019 through September 30, 2020 plan year.

[END OF EXHIBIT "E"]

EXHIBIT C

AMERICAN ARBITRATION ASSOCIATION

**BOARD OF TRUSTEES, AMALGAMATED
TRANSIT UNION LOCAL 1596 PENSION
FUND,**

Claimant,

AAA CASE NO.: 01-18-0002-3674

v.

**AMALGAMATED TRANSIT UNION
LOCAL 1596 PENSION FUND,**

Respondent.

_____ /

**JOINT STIPULATION OF DISMISSAL WITH PREJUDICE AND WITHDRAWAL OF
DEMAND FOR ARBITRATION**

The Trustees of the ATU Local 1596 Pension Fund, by and through their undersigned counsel, hereby jointly dismiss with prejudice and withdraw the Demand for Arbitration filed in AAA Case No. 01-18-0002-3674, with each party to bear its own attorneys' fees, costs, and expenses.

Dated: _____, 2020.

Respectfully submitted,

<u>/s/ Joseph L. Amos, Jr.</u> Joseph L. Amos, Jr., Esq. Florida Bar Number: 856230 Email: jamos@fisherlawfirm.com FISHER RUSHMER, P.A. 390 N. Orange Avenue, Suite 2200 P.O. Box 3753 Orlando, FL 32802-3753 Phone: (407) 843-2111 Fax: (407) 535-4795 <i>Counsel for the Management Trustees</i>	<u>/s/ Ronald J. Cohen</u> Ronald J. Cohen, Esq. Florida Bar Number: 235504 Email: rcohen@rprslaw.com RICE PUGATCH ROBINSON STORFER & COHEN, PLLC 101 N.E. Third Avenue, Suite 1800 Fort Lauderdale, FL 33301 Phone: (954) 462-8000 Fax: (407) 462-4300 <i>Counsel for the Union Trustees</i>
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the AAA and furnished by email on _____, 2020 to: Jack Clarke (jackclarke.adr@gmail.com; jannonem@adr.org); and Joseph L. Amos, Jr. (jamos@fisherlawfirm.com; askees@fisherlawfirm.com).

/s/ Ronald J. Cohen
Ronald J. Cohen, Esq.

EXHIBIT D

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 18-CA-011245-O

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

Plaintiff,

v.

FRANK LUNA, RONALD MORGAN, and
MARIA CARRERA, as Trustees of the
Amalgamated Transit Union Local 1596 Pension
Plan and in their individual capacities,

Defendants.

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

Plaintiff, Central Florida Regional Transportation Authority d/b/a LYNX, by and through its undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.420(a)(1)(A), hereby dismisses with prejudice its claims made herein, with each party to bear its own attorneys' fees, costs, and expenses.

Dated: _____, 2020.

Respectfully submitted,

/s/ Sara A. Brubaker
Carrie Ann Wozniak, Esq.
Florida Bar Number: 12666
Email: carrieann.wozniak@akerman.com
Sara A. Brubaker, Esq.
Florida Bar Number: 105769
Email: sara.brubaker@akerman.com
AKERMAN LLP
Post Office Box 231

Orlando, FL 32802-0231
Phone: (407) 423-4000
Fax: (407) 843-6610

*Counsel for the Central Florida Regional
Transportation Authority d/b/a LYNX*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 2020 the foregoing was filed with the Clerk of the Court via *ePortal* and served electronically to: Ronald J Cohen, Esq., Rice Pugatch Robinson Storfer & Cohen, PLLC, 101 N.E. Third Avenue, Suite 1800, Fort Lauderdale, FL 33301 (rcohen@rprslaw.com; mkrauss@rprslaw.com).

/s/ Sara A. Brubaker
Sara A. Brubaker, Esq.

EXHIBIT E

FEDERAL MEDIATION & CONCILIATION SERVICE

**AMALGAMATED TRANSIT UNION
AFL-CIO LOCAL 1596,**

Claimant,

FMCS CASE NO.: 180731-06926

v.

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

Respondent.

_____ /

**JOINT STIPULATION OF DISMISSAL WITH PREJUDICE AND WITHDRAWAL OF
DEMAND FOR ARBITRATION**

The Amalgamated Transit Union AFL-CIO Local 1596 and the Central Florida Regional Transportation Authority doing business as LYNX, by and through their undersigned counsel, hereby jointly dismiss with prejudice and withdraw the Demand for Arbitration filed in FMCS Case No. 180731-06926, with each party to bear its own attorneys' fees, costs, and expenses.

Dated: _____, 2020.

Respectfully submitted,

<u>/s/ Ronald J. Cohen</u> Ronald J. Cohen, Esq. Florida Bar Number: 235504 Email: rcohen@rprslaw.com RICE PUGATCH ROBINSON STORFER & COHEN, PLLC 101 N.E. Third Avenue, Suite 1800 Fort Lauderdale, FL 33301 Phone: (954) 462-8000 Fax: (407) 462-4300 <i>Counsel for the Union</i>	<u>/s/ James W. Seegers</u> James W. Seegers, Esq. Florida Bar Number: 122531 Email: jseegers@bakerlaw.com BAKER & HOSTETLER LLP P.O. Box 112 Orlando, FL 32802-0112 Phone: (407) 649-4023 Fax: (407) 841-0168 <i>Counsel for LYNX</i>
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the AAA and furnished by email on _____, 2020 to: Ira Cure (icure.nyc@gmail.com; arbsvc@fmcs.gov); and James W. Seegers (jseegers@bakerlaw.com).

/s/ Ronald J. Cohen
Ronald J. Cohen, Esq.

CFRTA RESOLUTION NO. 20-011

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

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

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

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

WHEREAS, the Amendment was approved and ratified by the ATU 1596 bargaining unit on June 10, 2020; and

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

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

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

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ON FOLLOWING PAGE.]

CFRTA RESOLUTION NO. 20-011

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

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

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

EXECUTION VERSION

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

The labor agreement between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596, as previously amended and with a term of October 1, 2017 through September 30, 2020 (the "CBA"), is further amended as follows:

1. Definitions

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

2. Deleted Provisions

Section 2, and subsection 3 of Section 5, of Article 30 of the CBA are deleted.

3. Pension Disability Benefits

a. The disability pension benefits provided by the Pension Plan are only those originally set forth in Section 11.01 on pages 35 through 36 of the document titled "AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN Restated Agreement and Declaration of Trust and Pension Plan, Effective this 24th day of May, 2011" (adopted September 8, 2011).

b. The Authority and the Union acknowledge that the Pension Plan has been providing the disability pension benefits described in paragraph a. above to every Pension Plan participant who has become eligible for disability pension benefits on and after May 24, 2011. The Authority and the Union agree that no other or different disability pension benefits were or are required for those participants.

4. Pension Plan Contribution Rates During Certain Plan Years

a. The required contributions to the Pension Plan (as a percentage of each participant's gross payroll wages) during the October 1, 2017 through September 30, 2018 plan year and the October 1, 2018 through September 30, 2019 plan year were those that the Authority had actually implemented in its payroll and accounting systems, during those plan years, i.e.:

EXECUTION VERSION

Contributing Party	Contribution Rate
Authority	11.13%
Employee Participating in the Pension Plan	
Regular Benefit	5.66%
Enhanced Benefit Level 1	8.16%
Enhanced Benefit Level 2	10.66%

No additional contributions to the Pension Plan were or are required from the Authority or the Employees for those two plan years.

b. The contributions to the Pension Plan from the Authority and the Employees, for the October 1, 2017 through September 30, 2018 plan year and the October 1, 2018 through September 30, 2019 plan year, are irrevocable and are to be used for the exclusive purpose of providing benefits to Pension Plan participants and their beneficiaries and defraying reasonable expenses of administering the Pension Plan.

5. Pension Plan Contribution Rates During the 10/1/2019 – 9/30/2020 Plan Year

The required contribution rates to the Pension Plan during the October 1, 2019 through September 30, 2020 plan year are determined as follows:

a. Total FYE 2019 Contribution Amount

During the October 1, 2018 through September 30, 2019 plan year, the Pension Board's actuary prepares an October 1, 2018 valuation of the Pension Plan, based on actuarial methods and assumptions developed in the Actuarial Study Process defined and described on attached Exhibit "A". The actuary uses that valuation to calculate a total contribution amount, as a dollar amount, for the October 1, 2018 through September 30, 2019 plan year that is then underway ("Total FYE 2019 Contribution Amount").

b. Total Minimum Contribution Amount (9.75% Employer, 5.25% Employee Regular Benefit, 7.75% Employee Enhanced Benefit Level 1, and 10.25% Employee Enhanced Level 2)

The "Total Minimum Contribution Amount" is equal to:

- 9.75% multiplied by the Pension Board actuary's projected total covered payroll ("CP") for the October 1, 2018 through September 30, 2019 plan year for all Pension Plan active participants, plus
- 5.25% multiplied by CP for just the Pension Plan active participants enrolled in the Pension Plan's regular benefit, plus
- 7.75% multiplied by CP for just the Pension Plan active participants enrolled in the Pension Plan's enhanced benefit level 1, plus
- 10.25% multiplied by CP for just the Pension Plan active participants enrolled in the Pension Plan's enhanced benefit level 2.

EXECUTION VERSION

If the Total Minimum Contribution Amount is **equal to or greater** than the Total Contribution Amount, the steps in subsection c. below are not applicable, and the required contribution rates to the Pension Plan (as a percentage of each participant's gross wages) during the October 1, 2019 through September 30, 2020 plan year are as follows:

Contributing Party	Contribution Rate
Authority	9.75%
Employee Participating in the Pension Plan	
Regular Benefit	5.25%
Enhanced Benefit Level 1	7.75%
Enhanced Benefit Level 2	10.25%

However, if the Total Minimum Contribution Amount is **less** than the Total FYE 2019 Contribution Amount, then the steps in subsection c. below apply.

c. Determining Contribution Rates When the Total Minimum Contribution Amount is Insufficient

For purposes of the following steps: The Pension Board actuary's calculations shall be based on actuarial methods and assumptions developed in the Actuarial Study Process defined and described on attached Exhibit "A", the definition of "Closure Costs" on attached Exhibit "B", a deemed "Prior Closure Cost Rate" of 1.27%, and the following deemed recommended contribution rates for the October 1, 2018 through September 30, 2019 plan year:

Contributing Party	Recommended Contribution Rate
Authority	12.05%
Employee Participating in the Pension Plan	
Regular Benefit	5.78%
Enhanced Benefit Level 1	8.28%
Enhanced Benefit Level 2	10.78%

The term "Authority's Prior Recommended Contribution Rate" as used in the below steps refers to 12.05%. The term "Employee's Prior Recommended Regular Contribution Rate" as used in the below steps refers to 5.78%. The term "interest" as used in the Exhibits refers to the gross actuarial interest rate assumption then in effect.

Step #1: The Pension Board's actuary calculates the portion, as a dollar amount, of the Total FYE 2019 Contribution Amount that is payable by the Authority during the October 1, 2018 through September 30, 2019 plan year then underway ("Authority's FYE 2019 Contribution Amount").

Step #2: The "Authority's Preliminary Contribution Rate" during the October 1, 2019 through September 30, 2020 plan year is a percentage based on (x) the Authority's FYE 2019 Contribution Amount, divided by (y) CP.

EXECUTION VERSION

- Step #3: The Pension Board's actuary calculates, as a percentage, the portion of the Authority's Preliminary Contribution Rate that is due to Closure Costs ("Current Closure Cost Rate"), as described in attached Exhibit "C".
- Step #4: The "Current Non-Closure Related Rate" is a percentage equal to (x) the Authority's Preliminary Contribution Rate, minus (y) the Current Closure Cost Rate.
- Step #5: The "Prior Non-Closure Related Rate" is a percentage equal to (x) the Authority's Prior Recommended Contribution Rate, minus (y) the Prior Closure Cost Rate.
- Step #6: The "Non-Closure Related Rate Change" is a percentage equal to (x) the Current Non-Closure Related Rate, minus (y) the Prior Non-Closure Related Rate.
- Step #7: The "Employee's Share of the Non-Closure Related Rate Change" is a percentage equal to (x) the Non-Closure Related Rate Change, multiplied by (y) 35%.
- Step #8: The "Authority's Share of the Non-Closure Related Rate Change" is a percentage equal to (x) the Non-Closure Related Rate Change, multiplied by (y) 65%.
- Step #9: The "Closure Related Rate Change" is a percentage equal to (x) the Current Closure Cost Rate, minus (y) the Prior Closure Cost Rate. All (100%) of the Closure Related Rate Change shall be allocated to the Authority and none (0%) to participants.
- Step #10: The "Employee's Recommended Regular Contribution Rate" is a percentage equal to the sum of (x) the Employee's Prior Recommended Regular Contribution Rate, and (y) the Employee's Share of the Non-Closure Related Rate Change; provided, however, that the Employee's Recommended Regular Contribution Rate shall not be lower than 5.25%.
- Step #11: The "Authority's Recommended Contribution Rate" is a percentage equal to the sum of (x) the Authority's Prior Recommended Contribution Rate, (y) the Authority's Share of the Non-Closure Related Rate Change, and (z) the Closure Related Rate Change; provided, however, that the Authority's Recommended Regular Contribution Rate shall not be lower than 9.75%.
- Step #12: Subject to subsection d. below, the required contribution rates to the Pension Plan (as a percentage of each participant's gross wages) during the October 1, 2019 through September 30, 2020 plan year are as follows:

Contributing Party	Required Contribution Rate
Authority	Authority's Recommended Contribution Rate becomes the Authority's required contribution rate
Employee Participating in the Pension Plan	

EXECUTION VERSION

Contributing Party	Required Contribution Rate
Regular Benefit	Employee's Recommended Regular Contribution Rate becomes the Employee's required contribution rate for the regular benefit
Enhanced Benefit Level 1	Employee's Recommended Regular Contribution Rate + 2.50% becomes the Employee's required contribution rate for Enhanced Benefit Level 1
Enhanced Benefit Level 2	Employee's Recommended Regular Contribution Rate + 5.00% becomes the Employee's required contribution rate for Enhanced Benefit Level 2

An example illustrating above steps #1 through #12 is attached as Exhibit "D".

Step #13: Subject to subsection d. below, the Pension Plan funding standard account employer credit balance as of October 1, 2018 shall be as calculated by the Pension Board's actuary in accordance with attached Exhibit "E".

The Authority and the Union recognize that the details of the calculations of the Pension Board's actuary may not exactly mirror the above steps, but neither the Authority nor the Union will object to that under subsection d. below, *so long as* the Pension Board's actuary is able to certify that his/her ultimate computation of rates has resulted in approximately the same substantive outcome as described in the above steps.

d. Objections

The Pension Board shall provide written notice to the Union and Authority of the recommended contribution rates and credit balance calculated pursuant to the above provisions of this Third Amendment, which written notice must include a copy of a complete actuarial valuation report supporting the calculations. The Union and Authority shall each have ten (10) business days from the date it receives that written notice to reasonably object in writing to the calculated recommended contribution rates and/or credit balance. Any such timely objection must be submitted in writing to the other party, with a copy to the Pension Board.

If there is *no* timely objection, the calculated recommended contribution rates in the Pension Board's written notice become the required contribution rates, the calculated credit balance becomes final, and the Authority shall update its payroll and accounting systems to implement them.

If there *is* a timely objection, the Union and Authority shall begin to meet and confer, within ten (10) business days following the date of delivery of the objection, to attempt in good faith to resolve the objection.

If the Union and Authority reach a good faith resolution of the objection within twenty (20) business days following the date of delivery of the objection, then the contribution rates and credit balance determined by the Union and Authority in that resolution shall be the final required contribution rates and credit balance and the Authority shall update its payroll and accounting systems to implement them.

EXECUTION VERSION

If the Union and Authority have not reached a good faith resolution of the objection within twenty (20) business days following the date of delivery of the objection, then on the twenty-first (21st) business day following the date of delivery of the objection, the objection shall be treated as though it were a grievance that had not settled at Step III of the grievance process described in Article 13 of the CBA and such objection (grievance) may be moved to arbitration by the grieving party within the time limits and as provided in Article 13 of the CBA.

If the objection (grievance) is *not* timely moved to arbitration, the objection (grievance) shall be deemed withdrawn, the calculated recommended contribution rates and credit balance in the Pension Board's written notice become final and required, and the Authority shall update its payroll and accounting systems to implement them.

If the objection (grievance) *is* timely moved to arbitration, the required contribution rates and credit balance shall be determined through the arbitration process. Time is of the essence in the holding of the arbitration hearing and the issuance of the arbitration decision and award. Both parties agree to act as cooperatively as possible in accomplishing this goal, and it is the intent to hold the arbitration hearing within three (3) months of the objection (grievance) being timely moved to arbitration. The parties recognize that even with cooperation, it may not be possible to meet this timeline. Nevertheless, continuance because of the press of other business for the lawyers, or inconvenience of the witnesses, is frowned upon and the arbitrator will have broad discretion to deny requests for continuances for reasons such as that.

Until a timely objection has been resolved through good faith resolution, withdrawal, or arbitration, the credit balance shall remain unchanged and the Authority shall make no changes to the contribution rates in its payroll and accounting systems.

e. Use of Contributions

The contributions to the Pension Plan from the Authority and the Employees, for the October 1, 2019 through September 30, 2020 plan year, are irrevocable and are to be used for the exclusive purpose of providing benefits to Pension Plan participants and their beneficiaries and defraying reasonable expenses of administering the Pension Plan.

6. Status Quo

The provisions of this Third Amendment, including the Exhibits referenced herein, but specifically excluding section 4 of this Third Amendment, shall constitute the *status quo* as to the matters covered in this Third Amendment. Thus, for example, the procedures in section 5 of this Third Amendment, including the procedures in the Exhibits referenced in section 5, shall constitute the *status quo* and are the material terms to apply to determine annual Pension Plan contribution rates during the plan year(s) in the *status quo* period.

EXECUTION VERSION

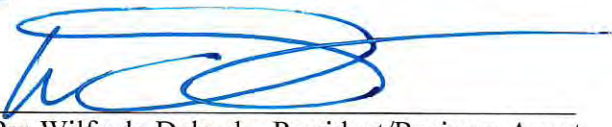
7. Effective Date

The terms set forth herein are effective retroactive to October 1, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be signed in its respective names by its respective representatives, thereunto duly authorized, on this 12 day of June, 2020.


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


Witness


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


Witness

[EXHIBITS CONTINUE ON FOLLOWING PAGE.]

EXECUTION VERSION

EXHIBIT "A"

ACTUARIAL STUDY PROCESS

The "Actuarial Study Process" is a process through which the Pension Board commissions an analysis of the actuarial experience of the Pension Plan and a comprehensive evaluation of all actuarial assumptions and methods used by the Pension Board's actuary in calculating the recommended annual employer and employee contributions to the Pension Plan ("Actuarial Study").

The Actuarial Study Process must have been conducted and concluded within the last five (5) years before the beginning date of the plan year for which contributions will be calculated. Thus, for the calculation of contributions for the plan year beginning on October 1, 2019, the Actuarial Study Process must have been conducted and concluded no earlier than October 1, 2014. If an Actuarial Study Process has not been conducted and concluded within such prior-five year period, an Actuarial Study Process will be undertaken and completed expeditiously.

In the Actuarial Study Process, the Pension Board shall invite the Authority and the Union to provide written input on draft and final Actuarial Study reports and allow a reasonable period of time to do so. The Pension Board shall also invite the Authority and the Union to meaningfully and actively participate in the portions of all Pension Board meetings and workshops that discuss: (1) preparation for the Actuarial Study Process, (2) draft or final versions of the Actuarial Study Reports, (3) modeled or anticipated effects of potential changes to the actuarial assumptions or methods to be used in calculating contributions, and (4) the Pension Board's adoption of, or changes to, the actuarial assumptions or methods to be used in calculating recommended contributions.

If it becomes necessary for the Pension Board to consider a change to a specific actuarial assumption or method after an Actuarial Study Process has concluded and before the next Actuarial Study Process begins, all requirements of an Actuarial Study Process shall be followed, except that the analysis and evaluation may be limited to just the specific actuarial assumption or method at issue. For example, if the Pension Board is alerted that a change to the mortality rates may be necessary during a period between Actuarial Study Processes, the requirements described in the third paragraph of this Exhibit "A" shall apply, except that the analysis and evaluation may be limited to just the mortality rates.

[END OF EXHIBIT "A"]

EXECUTION VERSION

EXHIBIT "B"**DEFINITION OF PENSION PLAN CLOSURE COSTS**

The "Closure Costs" are the actuarially-determined portions (if any) of the Total Contribution Amount that, absent an adjustment to contribution rates, would result in a disproportionate financial burden on the active Pension Plan participants as a direct consequence of the prior March 1, 2014 closure of the Pension Plan. The following is the complete list of the possible Closure Costs that the Authority and Union recognize could occur:

1. *Two Costs That Do Not Proportionally Decrease as a Dollar Amount as Covered Payroll Decreases:* A "Closure Cost" is incurred if the amortization payments on the unfunded actuarial liability, with interest, is higher as a percentage of covered payroll for active Pension Plan participants than as a percentage of total payroll for all active Employees. Similarly, a "Closure Cost" is incurred if the normal cost for administrative expenses, with interest, is higher as a percentage of covered payroll for active Pension Plan participants than as a percentage of total payroll for all active Employees.
2. *Lost Investment Opportunity:* A "Closure Cost" is incurred if the investment return assumption for the Pension Plan is decreased for the following reason: the Pension Board's investment consultant recommends less risky investment allocations due to Pension Plan closure and not due to any other reason. Less risky investment allocations due to general fluctuations in the investment marketplace would not be considered to be due to Pension Plan closure because such fluctuations would have occurred regardless of whether or not the Pension Plan had been closed to new participants. If the Pension Board's investment consultant recommends less risky investment allocations due to both Pension Plan closure and other reason(s), the Pension Board's investment consultant will separately specify, to the best of its judgement, the component of the total recommendation that is solely due to Pension Plan closure and the component that is not due solely to closure.
3. *Under 20-Year Amortization Period:* A "Closure Cost" is incurred if the amortization period for any unfunded accrued liability is decreased to less than twenty (20) years for the following reason: the actuary recommends reducing the amortization period to less than twenty (20) years due to Pension Plan closure, and not due to any other reason.

[END OF EXHIBIT "B"]

EXECUTION VERSION**EXHIBIT "C"****DETERMINATION OF CURRENT CLOSURE COST RATE**

1. *Two Costs That Do Not Proportionally Decrease as a Dollar Amount as Covered Payroll Decreases:* The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 1 of Exhibit "B" is determined as follows:

Step #I: The Pension Board's actuary uses Employee census data provided by the Authority to estimate total covered payroll for the October 1, 2018 through September 30, 2019 plan year then underway, for all active Employees (both those participating in the Pension Plan and those participating in the Contribution Plan) ("Open Payroll" or "OP").

Step #II: The Pension Board's actuary calculates (1) projected amortization payments on the unfunded actuarial liability, with interest, and (2) projected normal cost for administrative expenses, with interest, for the October 1, 2018 through September 30, 2019 plan year then under way, and sums those two amounts.

Step #III: The Pension Board's actuary computes a percentage based on dividing the result in Step #II by CP.

Step #IV: The Pension Board's actuary computes a percentage based on dividing the result in Step #II by OP.

Step #V: The Step #IV percentage is subtracted from the Step #III percentage. The resulting percentage is the portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 1 of Exhibit "B".

Example:

Suppose the Pension Board's actuary calculates, for the October 1, 2018 through September 30, 2019 plan year then under way: CP of \$23,557,100; OP of \$33,999,076; amortization payments on the UAL, with interest, of \$489,318; and normal cost for administrative expenses, with interest, of \$696,145.

The Step #II result is \$1,185,463 (\$489,318 + \$696,145).

The Step #III percentage is 5.03% (\$1,185,463 / \$23,557,100).

The Step #IV percentage is 3.49% (\$1,185,463 / \$33,999,076).

The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 1 of Exhibit "B" is 1.54% (5.03% - 3.49%).

EXECUTION VERSION

2. *Lost Investment Opportunity (LIO)*: The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 2 of Exhibit "B" is determined as follows:

Step #I: The Pension Board's actuary recommends (1) a lower investment return assumption ("LIO Assumption"), which will result in increased normal cost and increased accrued liability, and (2) an amortization period ("LIO Amortization Period"). The LIO Assumption and LIO Amortization Period will be addressed and adopted as described in the last paragraph of Exhibit "A".

Step #II: The Pension Board's actuary calculates an amortization base and a resulting annual amortization payment ("LIO Amortization Payment") due to the LIO Assumption and LIO Amortization Period.

Step #III: For each year of the LIO Amortization Period, the Pension Board's actuary computes a percentage based on dividing the LIO Amortization Payment by that year's CP ("LIO Amortization Closure Cost Rate"). An LIO Amortization Closure Cost Rate applies only during the LIO Amortization Period.

Step #IV: For the first year for which the LIO Assumption is adopted, the Pension Board's actuary calculates, as a percentage of the CP for that year, the increase in the normal cost due to the LIO Assumption ("LIO Normal Closure Cost Rate"). The LIO Normal Closure Cost Rate remains the same fixed percentage in future years. Unlike the LIO Amortization Closure Cost Rate, which applies only during the LIO Amortization Period, the LIO Normal Closure Cost Rate will apply in all future years.

Step #V: Each year, the portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 2 of Exhibit "B" is the sum of (x) the LIO Amortization Closure Cost Rate (if applicable that year), plus (y) the LIO Normal Closure Cost Rate.

Example:

Suppose the Pension Board's investment consultant recommends decreasing the equity investment allocation to 53%. Suppose the Pension Board's investment consultant specifies that a decrease to 55% is being recommended solely due to the prior closure of the Pension Plan, and the additional decrease from 55% to 53% is not solely due to closure.

Suppose that due to the closure-related decrease to 55% equity allocation, the Pension Board's actuary recommends lowering the investment return assumption from 7.4% to an LIO Assumption of 7.0% and recommends an LIO Amortization Period of twenty (20) years, which recommendations are adopted via the Actuarial Study Process (Step #I).

EXECUTION VERSION

Suppose the Pension Board's actuary calculates the annual LIO Amortization Payment to be \$100,000 (Step #II).

Suppose CP is \$20,000,000 in the first year and decreases in each future year to 97.5% of the prior year's CP. The table below shows the LIO Amortization Closure Cost Rate for each year of the 20-year LIO Amortization Period (Step #III).

Suppose the Pension Board's actuary calculates the LIO Normal Closure Cost Rate to be 1.25% (Step #IV).

The final column in the table below shows the total portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Costs described in paragraph 2 of Exhibit "B" (Step #V).

Year	CP	LIO Amortization Payment	LIO Amortization Closure Cost Rate (payment/CP)	LIO Normal Closure Cost Rate (fixed)	Total
1	\$20,000,000	\$100,000	0.50%	1.25%	1.75%
2	\$19,500,000	\$100,000	0.51%	1.25%	1.76%
3	\$19,012,500	\$100,000	0.53%	1.25%	1.78%
4	\$18,537,188	\$100,000	0.54%	1.25%	1.79%
5	\$18,073,758	\$100,000	0.55%	1.25%	1.80%
6	\$17,621,914	\$100,000	0.57%	1.25%	1.82%
7	\$17,181,266	\$100,000	0.58%	1.25%	1.83%
8	\$16,751,832	\$100,000	0.60%	1.25%	1.85%
9	\$16,333,036	\$100,000	0.61%	1.25%	1.86%
10	\$15,924,710	\$100,000	0.63%	1.25%	1.88%
11	\$15,526,592	\$100,000	0.64%	1.25%	1.89%
12	\$15,138,428	\$100,000	0.66%	1.25%	1.91%
13	\$14,759,967	\$100,000	0.68%	1.25%	1.93%
14	\$14,390,968	\$100,000	0.69%	1.25%	1.94%
15	\$14,031,194	\$100,000	0.71%	1.25%	1.96%
16	\$13,680,414	\$100,000	0.73%	1.25%	1.98%
17	\$13,338,403	\$100,000	0.75%	1.25%	2.00%
18	\$13,004,943	\$100,000	0.77%	1.25%	2.02%
19	\$12,679,820	\$100,000	0.79%	1.25%	2.04%
20	\$12,362,824	\$100,000	0.81%	1.25%	2.06%
21	\$12,053,754	N/A	N/A	1.25%	1.25%
22	\$11,752,410	N/A	N/A	1.25%	1.25%
23	\$11,458,600	N/A	N/A	1.25%	1.25%
24	\$11,172,135	N/A	N/A	1.25%	1.25%
25	\$10,892,831	N/A	N/A	1.25%	1.25%

Etc.

EXECUTION VERSION

3. *Under 20-Year Amortization Period:* The portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 3 of Exhibit "B" is determined as follows:

Step #I: The Pension Board's actuary recommends a shorter amortization period due solely to prior closure of the Pension Plan ("Closure Amortization Period"). The Closure Amortization Period will be addressed and adopted as described in the last paragraph of Exhibit "B".

Step #II: For the amortization base for a given plan year, the Pension Board's actuary will calculate, as a dollar amount, (a) amortization payments based on a 20-year amortization period, and (b) amortization payments based on the shorter Closure Amortization Period. For each year, the result of subtracting (a) from (b) is the "Change in Cost."

Step #III: Each year, the portion of the Authority's Preliminary Contribution Rate that is due to the type of Closure Cost described in paragraph 3 of Exhibit "B" is a percentage determined by dividing (x) the Change in Cost, by (y) CP for that year. If the amortization base is an amortization charge (positive), the percentage will be positive during the Closure Amortization Period, negative in years after that through the 20th year, and zero after the 20th year. Conversely, if the amortization base is an amortization credit (negative), the percentage will be negative during the Closure Amortization Period, positive in years after that through the 20th year, and zero after the 20th year.

Example:

Suppose the Pension Board's actuary recommends a Closure Amortization Period of fifteen (15) years, which recommendation is adopted via the Actuarial Study Process (Step #I).

Suppose the amortization base is an amortization charge (positive) of \$1,000,000. Suppose the actuary calculates 20-year amortization payments of \$90,640 and 15-year amortization payments of \$104,827. The Change in Cost for each year is shown in the table below (Step #II).

Suppose CP is \$20,000,000 in the first year and decreases in each future year to 97.5% of the prior year's CP. The table below shows the Closure Cost percentage for each year (Step #III).

(cont'd on next page)

EXECUTION VERSION

Year	Amortization Payments		Change in Cost (15-year minus 20-year)	CP	Closure Cost Percentage
	20-year	15-year			
1	\$90,640	\$104,827	\$14,187	\$20,000,000	0.071%
2	\$90,640	\$104,827	\$14,187	\$19,500,000	0.073%
3	\$90,640	\$104,827	\$14,187	\$19,012,500	0.075%
4	\$90,640	\$104,827	\$14,187	\$18,537,188	0.077%
5	\$90,640	\$104,827	\$14,187	\$18,073,758	0.078%
6	\$90,640	\$104,827	\$14,187	\$17,621,914	0.081%
7	\$90,640	\$104,827	\$14,187	\$17,181,266	0.083%
8	\$90,640	\$104,827	\$14,187	\$16,751,832	0.085%
9	\$90,640	\$104,827	\$14,187	\$16,333,036	0.087%
10	\$90,640	\$104,827	\$14,187	\$15,924,710	0.089%
11	\$90,640	\$104,827	\$14,187	\$15,526,592	0.091%
12	\$90,640	\$104,827	\$14,187	\$15,138,428	0.094%
13	\$90,640	\$104,827	\$14,187	\$14,759,967	0.096%
14	\$90,640	\$104,827	\$14,187	\$14,390,968	0.099%
15	\$90,640	\$104,827	\$14,187	\$14,031,194	0.101%
16	\$90,640	\$0	-\$90,640	\$13,680,414	-0.663%
17	\$90,640	\$0	-\$90,640	\$13,338,403	-0.680%
18	\$90,640	\$0	-\$90,640	\$13,004,943	-0.697%
19	\$90,640	\$0	-\$90,640	\$12,679,820	-0.715%
20	\$90,640	\$0	-\$90,640	\$12,362,824	-0.733%
21	\$0	\$0	\$0	\$12,053,754	0%
22	\$0	\$0	\$0	\$11,752,410	0%
23	\$0	\$0	\$0	\$11,458,600	0%
24	\$0	\$0	\$0	\$11,172,135	0%
25	\$0	\$0	\$0	\$10,892,831	0%
Etc.					

The "Current Closure Cost Rate" is the sum of the results from paragraphs 1, 2, and 3 above.

[END OF EXHIBIT "C"]

EXECUTION VERSION**EXHIBIT "D"****EXAMPLE ILLUSTRATING STEPS #1 THROUGH #12 IN COMPUTATION OF CONTRIBUTION RATES**

- Step #1: Suppose the Pension Board's actuary calculates the Authority's FYE 2019 Contribution Amount to be **\$2,595,795**. Suppose the Pension Board's actuary calculates CP to be **\$23,557,100**.
- Step #2: The Authority's Preliminary Recommended Contribution Rate is **11.02%** (**\$2,595,795 / \$23,557,100**).
- Step #3: Suppose the Pension Board's actuary calculates the Current Closure Cost Rate to be **1.54%**.
- Step #4: The Current Non-Closure Related Rate is **9.48%** (**11.02% - 1.54%**).
- Step #5: The deemed Authority's Prior Recommended Contribution Rate is **12.05%**. The deemed Prior Closure Cost Rate is **1.27%**. Thus, the Prior Non-Closure Related Rate is **10.78%** (**12.05% - 1.27%**).
- Step #6: The Non-Closure Related Rate Change is **-1.30%** (**9.48% - 10.78%**).
- Step #7: The Employee's Share of the Non-Closure Related Rate Change is **-0.46%** (**-1.30% x 35%**).
- Step #8: The Authority's Share of the Non-Closure Related Rate Change is **-0.85%** (**-1.30% x 65%**).
- Step #9: The Closure Related Rate Change (for 100% allocation to the Authority) is **0.27%** (**1.54% - 1.27%**).
- Step #10: The deemed Employee's Prior Recommended Regular Contribution Rate is **5.78%**. Thus, the Employee's Recommended Regular Contribution Rate is **5.32%** (**5.78% - 0.46%**).
- Step #11: The Authority's Recommended Contribution Rate is **11.47%** (**12.05% - 0.85% + 0.27%**).
- Step #12: Subject to the objection process in Section 5.d. of this Third Amendment, the required contribution rates are:

Authority	11.47%
Employee – Regular Benefit	5.32%
Employee – Enhanced Benefit Level 1	7.82% (5.32% + 2.50%)
Employee – Enhanced Benefit Level 2	10.32% (5.32% + 5.00%)

[END OF EXHIBIT "D"]

EXECUTION VERSION**EXHIBIT "E"****DETERMINATION AND USE OF PENSION PLAN FUNDING STANDARD ACCOUNT CREDIT BALANCE**

The deemed prior year actuarial Pension Plan funding standard account employer credit balance as of October 1, 2017 is \$1,129,889. The actuarial Pension Plan funding standard account employer credit balance as of October 1, 2018 shall be determined as follows:

The Pension Board's actuary shall calculate total Pension Plan charges and total Pension Plan credits for the October 1, 2017 through September 30, 2018 plan year.

The total Pension Plan charges to be calculated are comprised of: prior year funding deficiency, actuarial employer normal cost, actuarial amortization charges, and interest on all of the foregoing.

The total Pension Plan credits to be calculated are comprised of: prior year credit balance, actual employer contributions, actuarial amortization credit, and interest on all of the foregoing. The interest accrual on the actual total employer contribution dollar amount will be computed as though that total contribution amount had been contributed to the Pension Plan at the mid-point of the October 1, 2017 through September 30, 2018 plan year.

The actuarial Pension Plan funding standard account employer credit balance as of October 1, 2018 shall be equal to (x) the total calculated Pension Plan credits, minus (y) the total calculated Pension Plan charges.

Example:

Suppose the Pension Board's actuary calculates the total Pension Plan charges for the October 1, 2017 through September 30, 2018 plan year as follows:

\$ 0 (deemed prior year funding deficiency of zero)
+\$2,417,521 (deemed actuarial employer normal cost)
+\$ 259,204 (deemed actuarial amortization charges)
+\$ 200,754 (interest on the other components)
= \$2,877,479 total calculated Pension Plan charges

Suppose the Pension Plan's administrative records reflect that the actual total employer contribution dollar amount deposited to the Pension Plan trust during the October 1, 2017 through September 30, 2018 plan year was \$2,983,198.

Suppose the Pension Board's actuary calculates the total Pension Plan credits for the October 1, 2017 through September 30, 2018 plan year as follows:

\$1,129,889 (deemed prior year credit balance)
+\$2,983,198 (actual total employer contribution dollar amount)
+\$ 0 (deemed actuarial amortization credit)

EXECUTION VERSION

*+\$ 196,612 (interest on the other components)
=\$4,309,699 total calculated Pension Plan credits*

The Pension Plan funding standard account employer credit balance as of October 1, 2018 is equal to \$1,432,220 (\$4,309,699 - \$2,877,479).

At the employer's election, all or a portion of the Pension Plan funding standard account employer credit balance as of the beginning date of the immediately prior plan year (valuation date) is available, along with the contributions actually deposited by the employer to the Pension Plan during the current plan year, to satisfy any contribution requirements for the current plan year. For example, at the employer's election, all or a portion of the Pension Plan funding standard account employer credit balance as of an October 1, 2018 valuation date is available, along with the contributions actually deposited by the employer during the October 1, 2019 through September 30, 2020 plan year, to satisfy any contribution requirements for the October 1, 2019 through September 30, 2020 plan year.

[END OF EXHIBIT "E"]

LYNX Board Agenda

Information Item A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6169

Item Name: FY 2018-2023 Transportation Disadvantaged Service Plan (TDSP) minor update for 2020

Date: 6/25/2020

ACTION REQUESTED:

Staff is submitting information to the Board of Directors on the FY 2018-2023 Transportation Disadvantaged Service Plan (TDSP) minor update which is required to be submitted to the Florida Commission for the Transportation Disadvantaged by July 1, 2020.

BACKGROUND:

The Transportation Disadvantaged Service Plan (TDSP) is a five year plan developed by LYNX under the guidance and approval of the Transportation Disadvantaged Local Coordination Board (TDLCB) of Orange, Osceola and Seminole Counties. Developed in partnership with the Orlando Metropolitan Planning Organization (MPO), MetroPlan Orlando, the TDSP is an annually updated tactical plan with development and service plans; quality assurance; cost/revenue allocation justifications; and rate structure justification components. Through the TDLCB's involvement and administration by MetroPlan Orlando, in the review and approval of the TDSP, the TDLCB is able to guide and support LYNX in implementing coordination efforts and locally developed service standards that are consistent with the needs and resources of our community.

Annual updates are required of the service plan component addressing the "Development Plan", "Service Plan", and "Cost/Revenue Allocation and Rate Structure Justification" sections. Service changes, organizational changes, and policy changes must also be identified in the annual update of the TDSP. The summary of changes are identified below:

2020 Minor Updates:

LYNX Board Agenda

- Development Plan

- TDSP Certification Chairperson Signature page (p.1)
- TDLCB March 2020 Roster (Pages 2 – 5)
- Figure 1 (Florida TD System Structure) updated diagram p. 14
- LYNX Org Charts (pages 17 – 18)
- Figure 4 – Service Area map (page 19)
- Consistency Review of other plans section updated (p. 20 – 22)
- TDLCB certification (pages 23 -24)
- Table 1 – LYNX Service area demographics and associated text updated (p. 27-28)
- Table 2 – Population Projections updated (p. 31)
- Table 3 – Labor Force and unemployment updated (p. 31-33)
- Table 4 - Major trip generators (page 33-35)
- Goal, Objectives, Strategies – Ensure that objectives indicate an implementation date/accomplishment date – (pages 49 - 53)
- Implementation Plan
 - Revise implementation schedule (pages 54-58)

- Service Plan

- System policy changes related to TD attendant and companion (pages 64)
- Changes in Eligibility – no changes; recommendation to form taskforce (pages 65-67)
- Trip Prioritization- (p. 73)
- Number of vehicles (p. 75)
- Coordination contract approval policy (page 77-78)
- Table 10 – provider information (pages 79 – 81)
- Table 11 and 12 – Vehicle inventory (page 83-89)
- System Safety Program Plan certification updated – (p. 92)
- Acceptable Alternative section – (p. 94)
- Table 13 - Service standards (page 98 and 106-107)

- Cost/Revenue Allocation

- Table 14 – CTD Calculated rates (p. 109)

- Quality Assurance

- CTC and Planning Agency Evaluation Process (Pages 110-112)
- Attachment 5 – Grievance Procedures (p. 155-163)
- Attachment 6 – LYNX Human Services Transportation Plan 2019 update (page 164)

LYNX Board Agenda

The 2020 annual minor update of the FY 2018-2023 Transportation Disadvantaged Service Plan was approved by the Transportation Disadvantaged Local Coordinating Board at their quarterly meeting held on May 14, 2020.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Board Agenda

Information Item B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6167

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

Date: 6/25/2020

LYNX Liability Claim Settlements May 1 – May 31, 2020

Claimant Name	Accident Date	Accident Type	Settlement Amount	Date of Check
Arjun & Nisha Kumar	10/15/15	Bodily Injury	\$30,000.00	05/07/20
Allstate – Dennis Hill	07/18/16	Property Damage	\$5,498.98	05/14/20
Hoang Phuong Huynh	03/02/20	Property Damage	\$2,044.05	05/14/20
Grady Cone	03/06/20	Property Damage	\$1,636.90	05/14/20
Roderick Cashe	11/12/19	Property Damage	\$579.57	05/21/20
Trevor Etinne	10/12/17	Bodily Injury	\$2,500.00	05/21/20

LYNX Board Agenda

Monthly Report A

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report – May 2020

Date: 6/25/2020

LYNX COMMUNITY EVENTS AND OUTREACH – MAY 2020

MAY	EVENT NAME	DESCRIPTION
none	All events cancelled due to COVID 19 pandemic	

LYNX PRESS RELEASES | MEDIA NOTES: MAY 2020

MAY	
May 7	MEDIA ALERT-LYNX to Resume Full Service Schedules on May 11
May 26	MEDIA ALERT-LYNX May Board of Directors and Oversight Committee to Hold Virtual Meetings
May 26	MEDIA ALERT-LYNX Proposes July 2020 Service Adjustments

MAY 2020 – LYNX NEWS ARTICLES

May 1	Lynx buses run with no fares, fewer riders as leaders map out future Orlando Sentinel Recovery from the Lynx bus system's coronavirus implosion will be gradual and uncertain, the agency's leaders say as they look optimistically toward ...
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LYNX Board Agenda

May 8	<p>LYNX resumes full service schedule May 11 WKMKG News 6 & ClickOrlando ... that the LYNX bus service will resume its full service schedule May 11. In a news release, LYNX officials said the transportation service will continue ...</p> <p>TIMELINE:Coronavirus - May 7 WFTV Orlando As the region continues to safely reopen businesses and reduce restrictions, the Central Florida Regional Transportation Authority (LYNX) will resume ...</p> <p>Lynx resuming full service and won't charge fares through May: here are the details positivelyosceola.com LYNX will not charge fares through the end of May. ... To protect bus operators and riders the agency will require rear door entry ... For those traveling into Orlando's LYNX Central Station, its terminal lobby is still closed to the public.</p>
May 9	<p>Pandemic portraits: Orlando's frontline workers still show up Orlando Sentinel As some Central Floridians work from home or wait on their residences for much-needed unemployment relief...</p>
May 26	<p>Coronavirus derails SunRail plans for local control Orlando Sentinel Central Florida's SunRail commuter rail system was gathering steam this year en route to a new era of local...</p>

MAY 2020 – LYNX SOCIAL MEDIA

May 1	Rolling into the weekend! Ready to keep riders moving for essential trips! Service Alert: Effective May 4, the westbound LYMMO Orange Line (Link 60) bus stop on the northwest corner of Livingston Street.
May 2	We're all in this together, so while you're getting ready to go out, please ask yourself, is my trip essential?
May 3	We are working hard to keep you working. Service Alert: Effective May 4, the westbound LYMMO Orange Line (Link 60) bus stop on the northwest corner of Livingston Street.
May 4	Good Monday morning, Orlando! Your ride is ready to take you through the galaxy. May the Fourth be with you! Response to question on when will bus 54 resume service.
May 5	Name that stop!
May 6	Your cloth face covering should: Today is National Nurses Day! Free COVID 19 Testing Sites.

LYNX Board Agenda

May 7	LYNX will resume operating a normal schedule and routing starting on May 11. Response to question on buses 13, 104, and 434 going back to UCF.
May 8	Have you heard the news? We will be back operating a normal service schedule on May 11. To everyone who stayed home to help flatten the curve we just wanted to say Thank You!
May 9	What we are doing to protect you. The Lost & Found window will return to normal hours Monday-Friday 8a-5p.
May 10	Wishing all the mothers a happy and safe Mother's Day! We are back to our normal operating schedule tomorrow, May 11.
May 11	We are back to operating a normal schedule and routing! Response to complaint on bus 7 being 2 hours late. Starting today the Lost & Found window will return to normal hours Monday-Friday 8a-5p.
May 12	Now hiring! We're looking for Bus Operators.
May 13	LYNX will be operating a holiday schedule on Memorial Day. For everyone's health and safety, please use staggered seating. Service Alert: Effective Monday, May 18 the bus stop located at West Irlo Bronson Memorial Highway and Target Boulevard will be relocated to a new location just west of Storey Lake Boulevard.
May 14	Please wear a face cover while out in public.
May 15	With hurricane season just a couple weeks away, now is the time to prepare. Repost City of Orlando: Physical Distancing Swan Orange County, Florida Government's Economic Recovery Task Force wants to hear from you.
May 16	This is just one of the many cool art pieces you can find in @LakeEolaPark. Does anyone know the name of it? Service Alert: Effective Monday, May 18 the bus stop located at West Irlo Bronson Memorial Highway and Target Boulevard will be relocated to a new location just west of Storey Lake Boulevard.
May 17	Viruses are contagious. So are laughter, love, joy, tranquility, anxiety, patience, anger, fear, trust, mindfulness & kindness.
May 18	Service Alert: Effective Monday, May 18 the bus stop located at West Irlo Bronson Memorial Highway and Target Boulevard will be relocated to a new location just west of Storey Lake Boulevard. We will be operating a holiday schedule next Monday on Memorial Day.
May 19	Name that stop! CDC Repost: Does wearing a face covering mean you don't have to practice social distancing? The answer is no. Service Alert: Due to the visit of the Vice President of the United States to the Rosen Shingle Creek Resort on Wednesday, May 20, LYNX buses will not be allowed on the property. Service Alert: Effective Wednesday, May 20, Link 21 buses will be detoured at Valencia College until mid-August due to road construction.

LYNX Board Agenda

May 20	<p>Service Alert Reminder: Due to the visit of the Vice President of the United States to the Rosen Shingle Creek Resort today, Link 21 riders, please note that buses will be detoured at Valencia College until mid-August due to road construction.</p> <p>A reminder we will be operating a holiday schedule on Memorial Day.</p> <p>We are getting ready to make some noise again to honor and say thank you to all transit employees working through the pandemic.</p>
May 21	<p>For everyone's health and safety we ask that you continue to enter and exit at the rear door.</p> <p>Service Alert: Effective Wednesday, May 27, the bus stop located in front of AdventHealth Altamonte Springs will be closed due to construction.</p> <p>Today we #SoundTheHorn for all LYNX employees who continue to provide service to keep our community moving during the pandemic.</p>
May 22	Travel safe this Memorial Day weekend.
May 23	<p>The weekend is off to a beautiful start.</p> <p>Response to adding a pic of the hand sanitizer's placement on the buses.</p>
May 24	<p>Orlando is indeed the city beautiful, but we need to give it up to these clouds as well. How pretty is that?</p> <p>A reminder that we will be operating a holiday schedule on Memorial Day.</p>
May 25	<p>Remembering all who served our country on this Memorial.</p> <p>Service Alert: Effective Wednesday, May 27, the bus stop located in front of AdventHealth Altamonte Springs will be closed due to construction.</p>
May 26	<p>Good morning! We hope you all had a good and safe holiday. We're back to normal service today.</p> <p>This month's LYNX Board of Directors and Oversight Committee meetings will be held virtually Thursday, May 28.</p> <p>LYNX has proposed making service changes effective July 19. This proposal was postponed from April.</p> <p>Service Alert: Effective tomorrow (May 27) the bus stop located in front of AdventHealth Altamonte Springs will be closed due to construction.</p>
May 27	The safety of our passengers and employees is of the utmost importance to us and we remain committed to maintaining a clean and healthy environment.
May 28	<p>A reminder that the LYNX Board of Directors and Oversight Committee meetings will be held virtually today.</p> <p>CDC Repost: The best way to prevent COVID-19 is to avoid being exposed.</p>
May 29	A reminder to please wear a face cover while out in public to protect yourself and others from #COVID19 as recommended by the #CDC .
May 30	<p>Welcome aboard, Central Florida!</p> <p>Service Alert: We are currently experiencing service delays around the downtown Orlando area. Please give yourself some extra travel time for your commute.</p>
May 31	<p>Hello! We hope everybody has a pleasant Sunday. Please stay safe.</p> <p>Response to buses still being free.</p> <p>Service Alert: We are currently experiencing service delays around the downtown Orlando area. Please give yourself some extra travel time for your commute.</p>

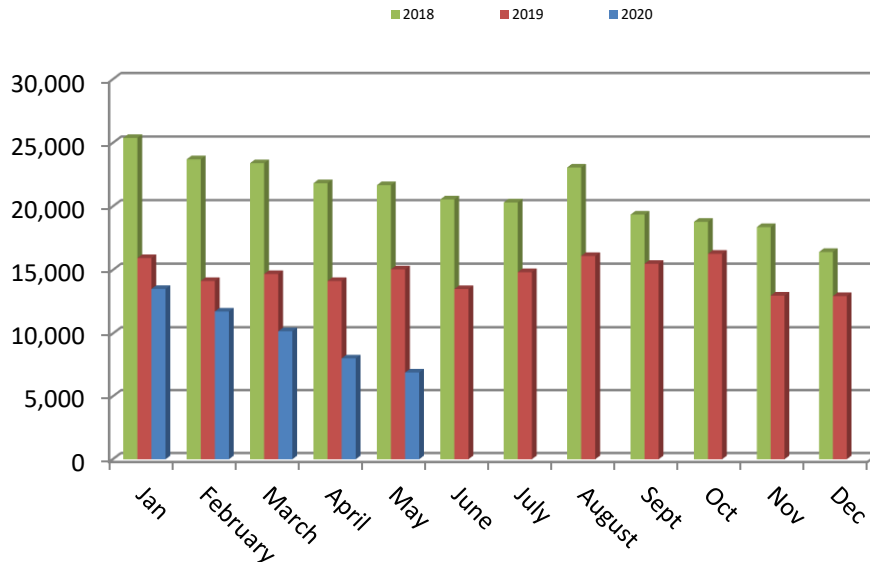
LYNX ard Agenda

SOCIAL MEDIA USAGE	MAY 2020
Facebook Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	34,999
Facebook Daily Total Impressions: The number of times any content from your Page or about your Page entered a person's screen. This includes posts, stories, check-ins, ads, social information from people who interact with your Page and more. (Total Count)	70,021
Total Facebook Posts	61
Facebook Engagement: The sum of reactions, comments and shares received by content associated with your Pages (for the selected timeframe). Includes comments from the author of the post.	1.9k Engagements 1.5k Reactions, 258 Comments, 216 Shares
Total Tweets	62
Twitter Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes.	242 Engagements, 166 Likes, 52 Retweets, 24 Replies
WEBSITE USAGE	
Total Page Views	280,522
Total User Visits	39,407

LYNX Board Agenda

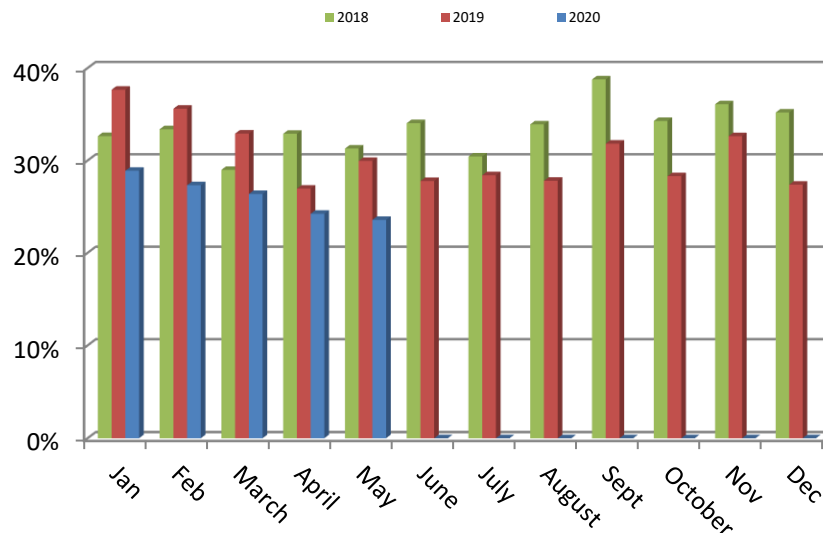
CUSTOMER SERVICE – MAY 2020

Fixed Route Calls



	2018	2019	2020
May	21,677	15,053	6,902

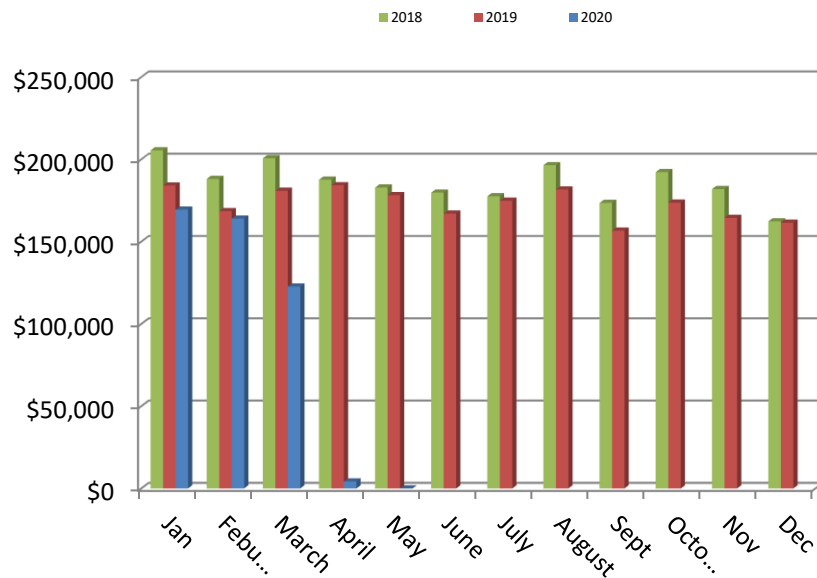
Lost & Found Percentage of Recovered



	2018	2019	2020
May	31.29%	29.95%	23.57%

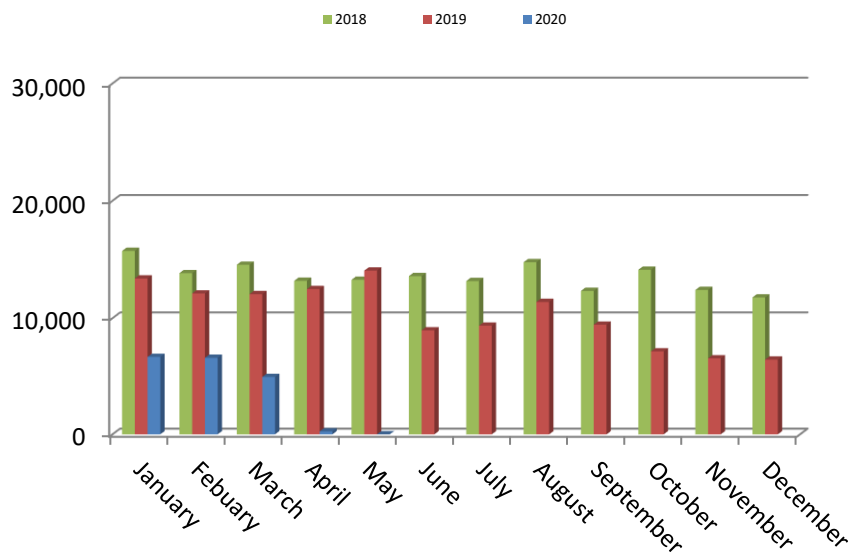
LYNX Board Agenda

Fare Media Sales at LCS



	2018	2019	2020
May	182,867	178,202	0

Customers Served at LCS

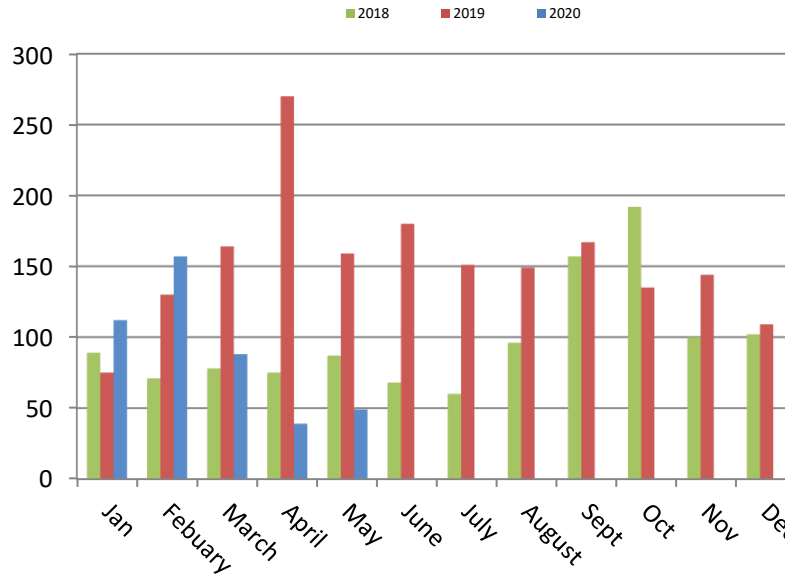


	2018	2019	2020
May	13,268	14,055	0

** Customers were serviced without keeping track due to the tills not being opened “No Fare Policy enacted”.

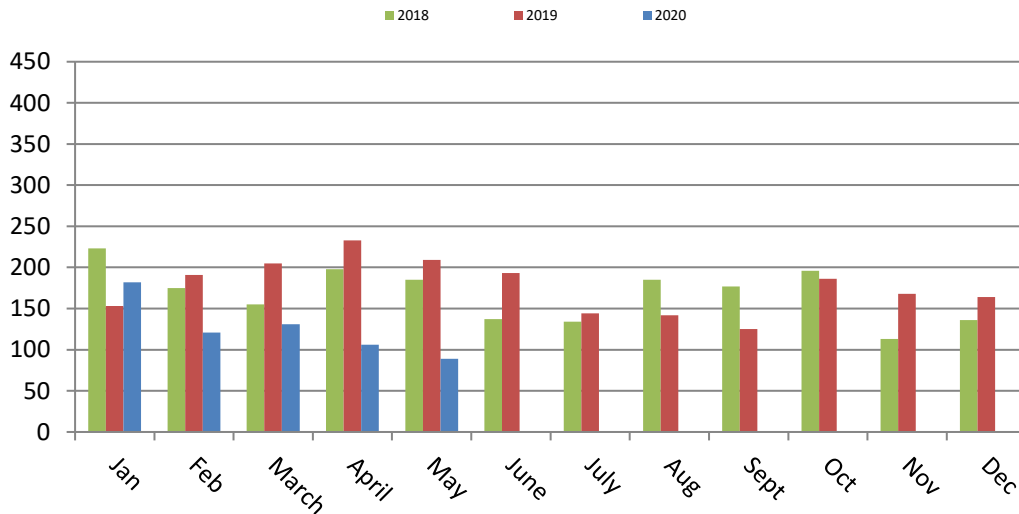
LYNX Board Agenda

Mobility Services Concerns



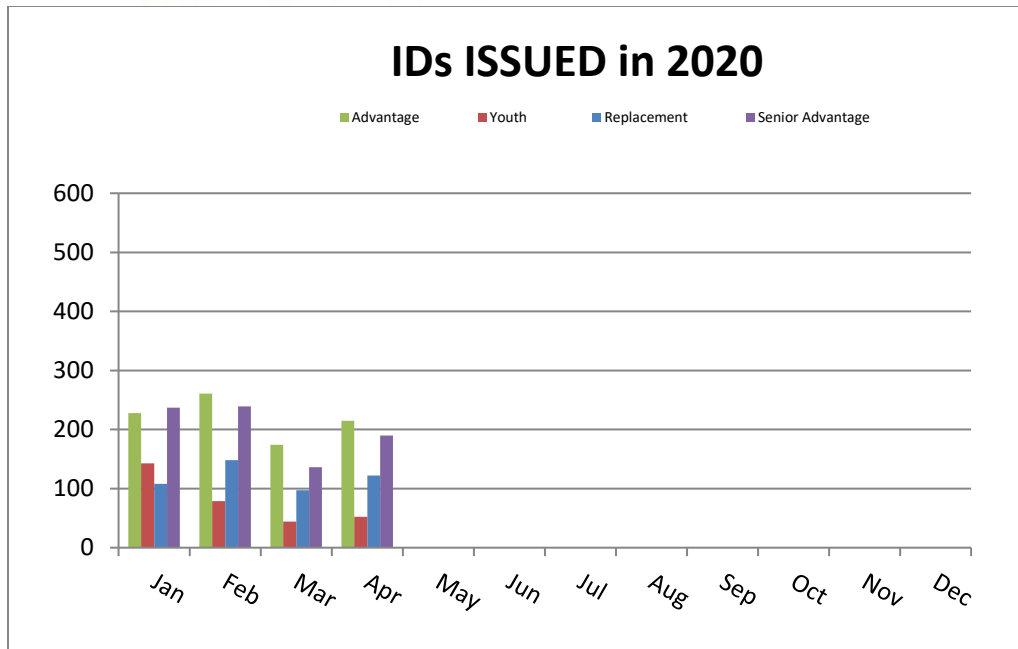
	2018	2019	2020
May	87	159	49

LYNX/Fixed Route Concerns

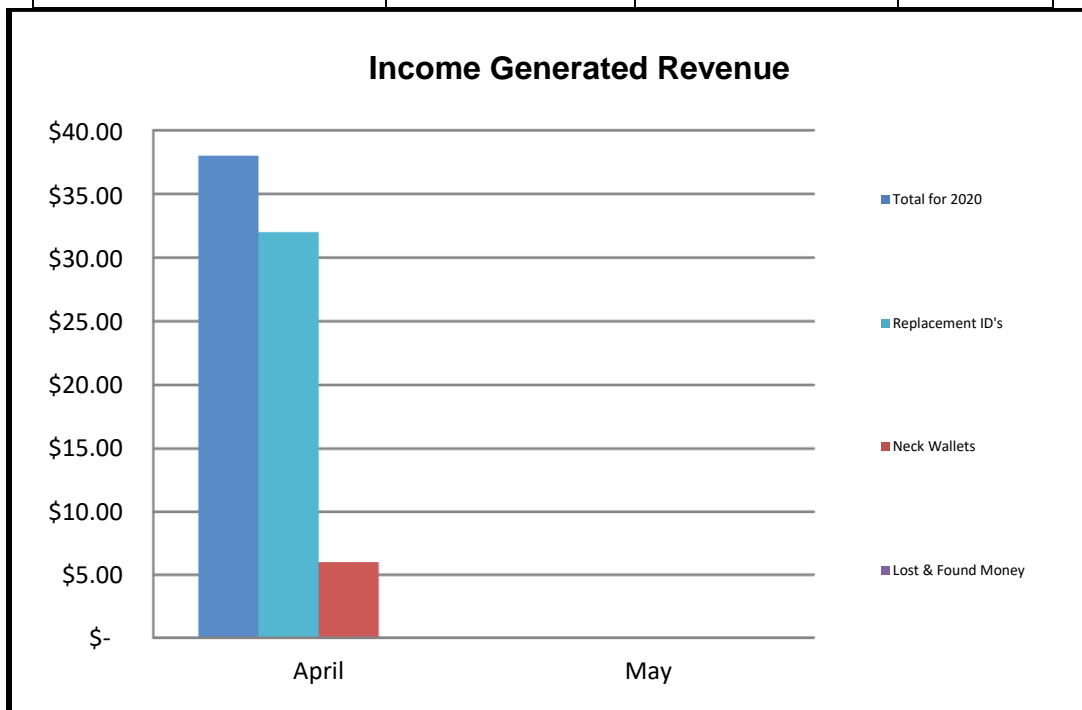


	2018	2019	2020
May	185	209	89

LYNX Board Agenda



	2018	2019	2020
May	560	706	0



	ID Replacements	Lost and Found	Item Sales
April	\$32	\$0	\$6
May	\$0	\$0	\$0

**Keeping in mind that due to COVID-19, fares are being waived, there is minimal ridership, there were facility closures, subscription were suspended.

LYNX ard Agenda

COMMUTER VANPOOL PROGRAM

VANPOOL	MAY 2020
Vanpool Participants	815*
Total Revenue Miles	139,000*
New Vanpool	0
Returned Vanpools	4
Current Vans at Service	178
Pending Interests	N/A
Events	N/A

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

ADVERTISING SALES

ADVERTISING SALES REVENUE	APRIL	MAY	FY20 TOTAL
Sales Revenue	\$ 239,484.34	\$ 281,690.69	\$ 3,037,216.62

LYNX Board Agenda

Monthly Report B

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6169

Item Name: Mobility Service Reports

Date: 6/25/2020

ACTION REQUESTED:

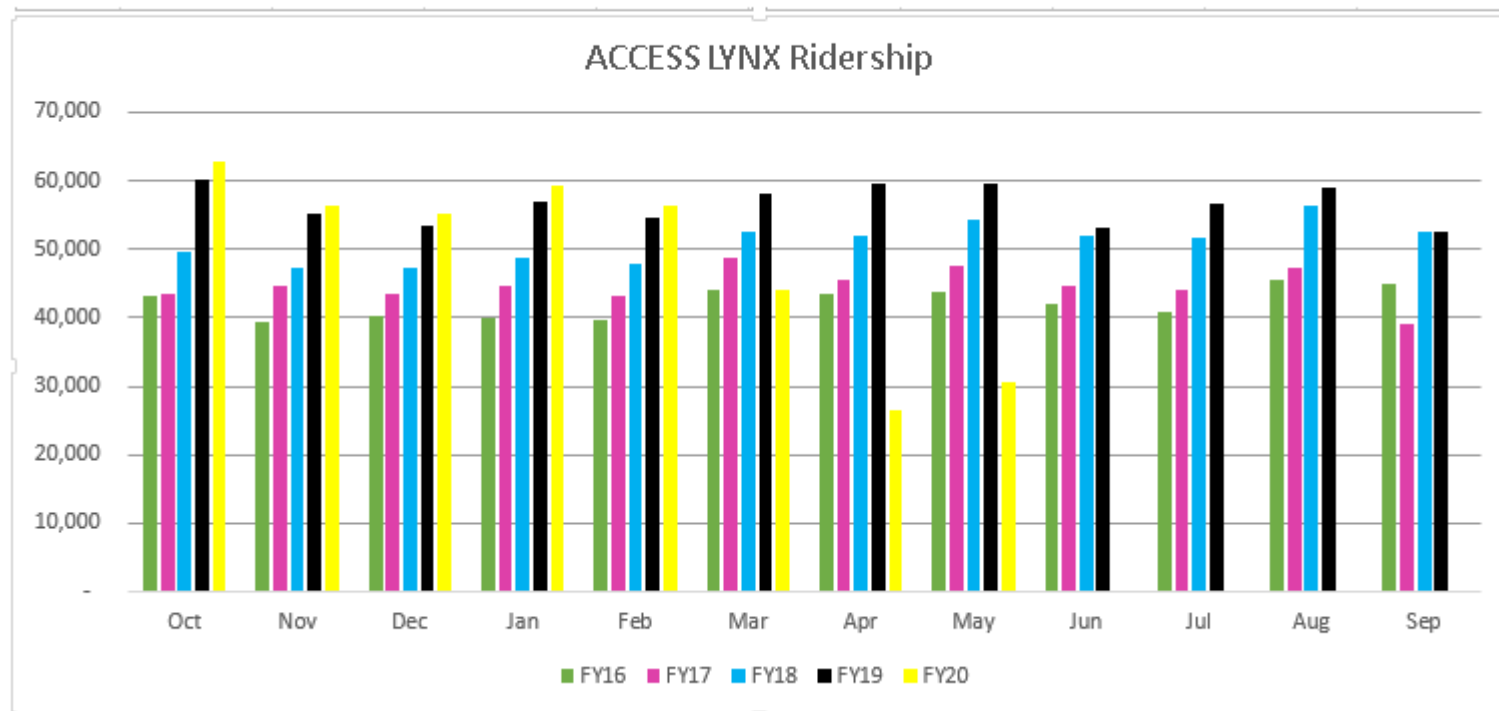
Provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Division Performance measures include number of scheduled and completed trips, new and recertified ADA and TD applications, functional assessments and travel training, organizational improvement initiatives,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

Mobility Management Services

June 25, 2020

Performance Measures – TOTAL ACCESSLYNX Ridership – Completed Trips

Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY16	43159	39350	40198	39918	39548	44091	43411	43699	42095	40962	45505	44993
FY17	43393	44809	43452	44724	43249	48846	45415	47692	44683	44214	47235	38976
FY18	49614	47154	47288	48748	47855	52544	51837	54331	51915	51600	56323	52442
FY19	60273	55346	53338	56818	54667	58139	59668	59527	53137	56697	59042	52449
FY20	62802	56513	55161	59304	56483	44089	26469	30590				



* Lyft service ended March 15, 2019

FY20 Transportation Option – MV

- Scheduled

Month	Ambulatory	WheelChair	Total
October	26,698	17,719	44,417
November	27,205	17,508	44,713
December	26,487	18,206	44,693
January	27,769	18,947	46,716
February	25,303	18,031	43,334
March	24,170	15,941	40,111
April	19,681	11,422	31,103
May	20,549	11,695	32,244
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 327,331			

- Completed

Month	Ambulatory	WheelChair	Total
October	22,673	15,488	38,161
November	22,571	15,241	37,812
December	22,033	15,271	37,304
January	23,657	16,121	39,778
February	23,473	15,503	38,976
March	20,827	13,380	34,207
April	16,730	9,739	26,469
May	19,683	10,872	30,555
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 283,262			

On-Time-Performance (OTP)
For May

95.2%

FY20 Transportation Option – OWL

- Scheduled

Month	Ambulatory	WheelChair	Total
October	6,357	2,258	8,615
November	3,457	987	4,444
December	3,119	874	3,993
January	3,110	809	3,919
February	2,437	586	3,023
March	1,248	260	1,508
April	-	-	-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 25,502			

- Completed

Month	Ambulatory	WheelChair	Total
October	5,388	1,825	7,213
November	2,850	778	3,628
December	2,499	685	3,184
January	2,538	644	3,182
February	1,942	434	2,376
March	991	187	1,178
April	-	-	-
May			-
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 20,761			

NOTE: Provider not utilized in May- COVID-19

FY20 Transportation Option – Mears

- Scheduled

Month	Ambulatory	WheelChair	Total
October	19,487	-	19,487
November	16,982		16,982
December	16,614		16,614
January	18,061		18,061
February	16,006		16,006
March	9,305		9,305
April	-		-
May	15	21	36
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 96,491			

- Completed

Month	Ambulatory	WheelChair	Total
October	16,566	-	16,566
November	14,347	-	14,347
December	13,945	-	13,945
January	15,480		15,480
February	13,891		13,891
March	7,873		7,873
April	-		-
May	15	20	35
June			-
July			-
August			-
September			-
FY20 Year to Date Total: 82,137			

NOTE: Provider Only utilized in May for COVID testing

FY20 Transportation Option – UZURV

- Scheduled

Month	Ambulatory	WheelChair	Total
October	909	N/A	909
November	779	N/A	779
December	801	N/A	801
January	992	N/A	992
February	1,354	N/A	1,354
March	937	N/A	937
April	-	N/A	-
FY20 Year to Date Total: 5,772			

NOTE: Provider not utilized in May - COVID-19

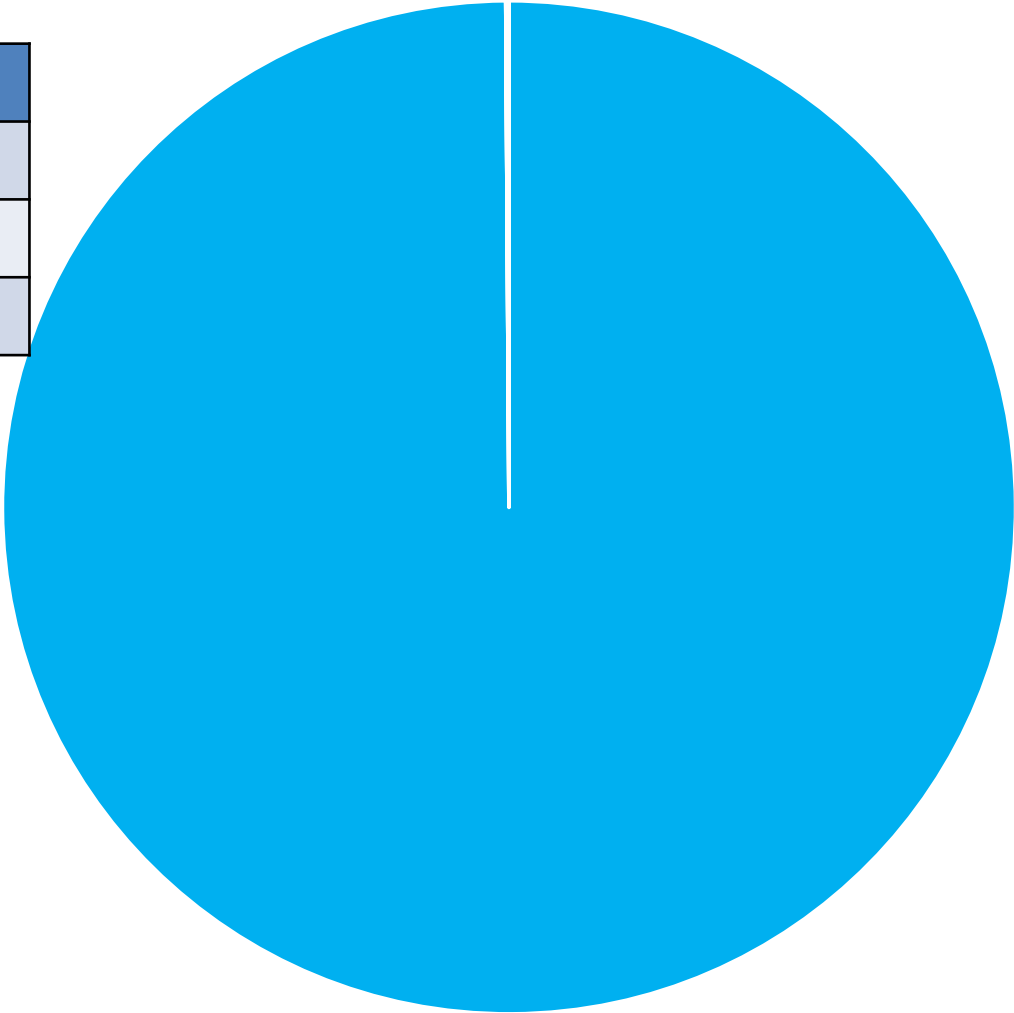
- Completed

Month	Ambulatory	WheelChair	Total
October	862	N/A	862
November	726	N/A	726
December	728	N/A	728
January	864	N/A	864
February	1,240	N/A	1,240
March	831	N/A	831
April	-	N/A	-
FY20 Year to Date Total: 5,251			

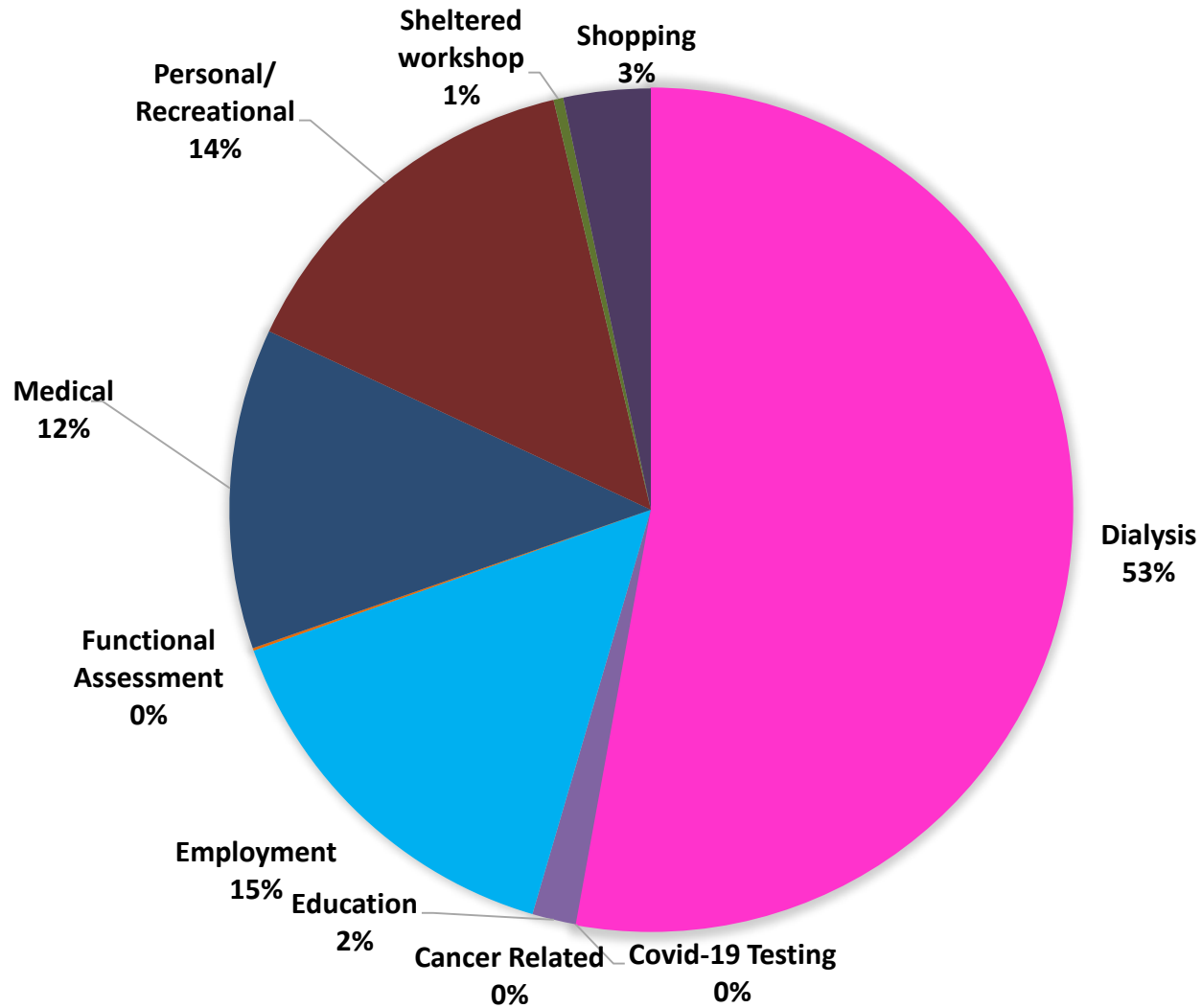
* Wheelchair service not available on UZURV

ACCESSLYNX – TRIPS ALLOCATION May 2020

MV = 30,555
MEARS = 35
OWL = 0
UZURV = 0



ACCESSLYNX – ALL TRIPS BY PURPOSE - May 2020

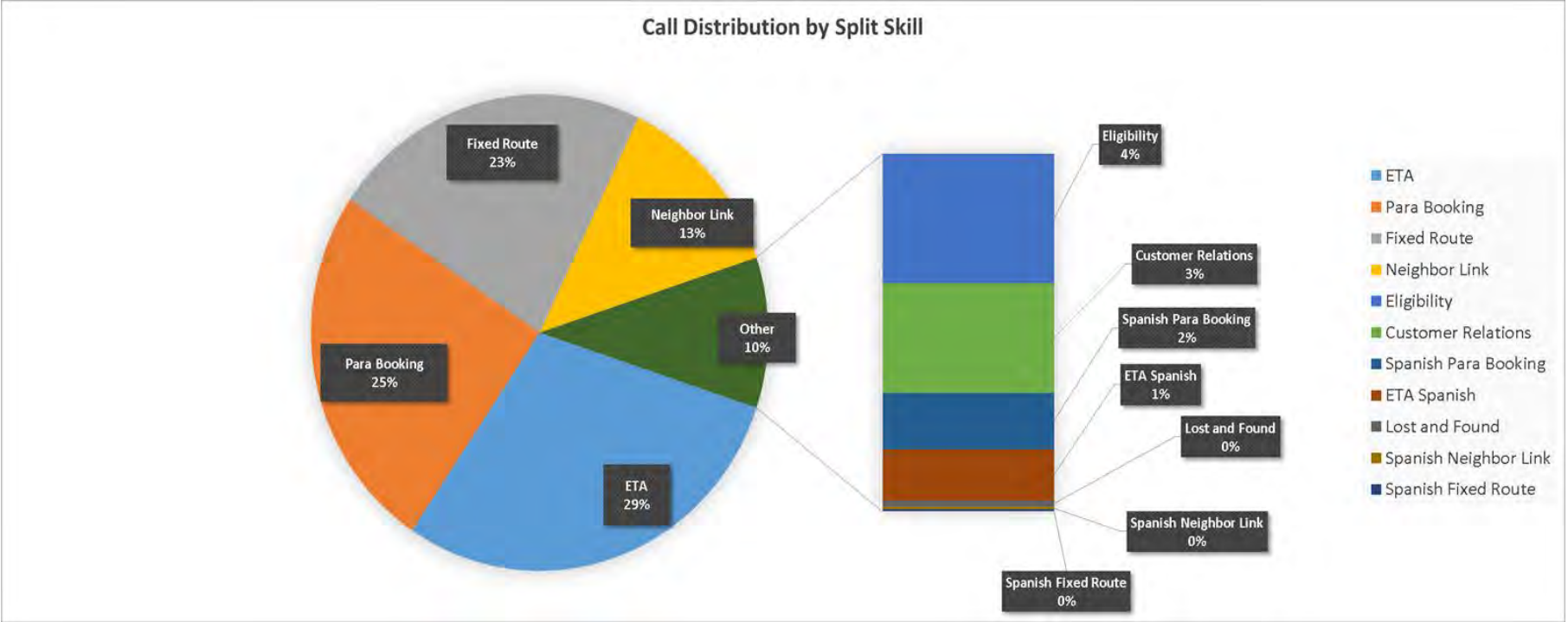


No Show Counts

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

FY20	October	November	December	January	February	March	April	May
TOTAL:	4310	3961	4091	3851	3570	3230	1911	2025
Cancel at Door	13	3	5	3	5	2	5	2
Cancel Late	848	881	826	878	795	668	431	496
No Show	3449	3077	3260	2970	2770	2560	1475	1527

FY20 Performance Measures: Call Distribution and Average Answer Rate



Ten Busiest Days during the past 31 days

Days	Total Calls
Tuesday, May 5, 2020	1378
Friday, May 29, 2020	1270
Wednesday, May 27, 2020	1243
Tuesday, May 12, 2020	1212
Thursday, May 28, 2020	1202
Wednesday, May 6, 2020	1184
Tuesday, May 19, 2020	1182
Wednesday, May 20, 2020	1179
Friday, May 8, 2020	1176
Wednesday, May 13, 2020	1144

Performance Measures – Unduplicated Eligible Customers

Month	Ambulatory	WheelChair	Both	Total
October	8,610	5,993	11	14,614
November	8,461	5,964	10	14,435
December	8,294	5,850	10	14,154
January	8,401	5,940	11	14,352
February	8,335	5,825	11	14,171
March	8,328	5,734	11	14,073
April	8,397	5,779	12	14,188
May	8,231	5,638	12	13,881
June				
July				
August				
September				

Eligibility - ACCESS LYNX Application Processing

Program	October	November	December	January	February	March	April	May	June	July	August	September
ADA - New	241	232	388	247	222	301	179	68				
TD - New	71	67	74	95	92	90	60	49				
Sub - Total	312	299	462	342	314	391	239	117	0	0	0	0
ADA- Recert	323	279	428	317	296	327	217	151				
TD-Recert	69	49	68	73	71	52	55	43				
Sub- Total	392	328	496	390	367	379	272	194	0	0	0	0
TOTAL New and Recert:	704	627	958	732	681	770	511	311	0	0	0	0
Other	101	17	90	8	70	49	29	12				
Total Denied	143	132	140	61	73	121	73	22				
May - Pending Functional Assessment: 52												

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

Program Initiatives



- Implemented 100% daily sanitization interior and exterior of vehicles
- “Social Distancing” scheduling to minimize number of individuals on vehicles
- Move 100% Call Center Representatives to remote work environment
- Initiated special COVID-19 testing facilities trips with Mears Taxi in cooperation with Orange County EOC
- Functional Assessment RFP released
- New Vehicle Procurement – Received 2 additional new NeighborLink vehicles and 2 new paratransit vehicles



LYNX Board Agenda

Monthly Report C

To: LYNX Board of Directors

From: Leonard Antmann
Director Of Finance
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Monthly Financial Report - April 2020

Date: 6/25/2020

Please find attached the preliminary monthly financial report for the seventh month ending April 30, 2020.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
STATEMENTS OF REVENUES AND EXPENSES
For the Seven Months Ending April 30, 2020
(UNAUDITED)

	Current YTD Budget	YTD Actual	% Actual compared to Budget
REVENUES			
Customer fares	\$ 14,083,274	\$ 11,168,553	79%
Contract services	4,186,555	4,091,507	98%
Advertising	2,665,835	2,392,043	90%
Interest & Other income	902,839	641,018	71%
Federal Revenue	11,067,235	8,937,552	81%
State Revenue	7,782,439	7,811,871	100%
Local Revenue	5,082,798	4,862,506	96%
Local Revenue Funding Partner	41,662,886	41,662,904	100%
TOTAL REVENUE	\$ <u>87,433,860</u>	\$ <u>81,567,955</u>	93%
EXPENSE			
Salaries, Wages & Fringe Benefits	\$ 47,228,862	\$ 46,505,291	98%
Other services	6,296,504	3,970,065	63%
Fuel	6,976,369	5,806,292	83%
Materials and supplies	4,530,941	4,566,209	101%
Utilities	918,283	701,855	76%
Casualty & Liability	1,595,168	1,564,191	98%
Taxes and licenses	347,648	307,091	88%
Purchased transportation services	17,796,696	16,492,269	93%
Leases & Miscellaneous	924,053	631,631	68%
Interest Expense	20,272	21,477	106%
TOTAL EXPENSE	\$ <u>86,634,795</u>	\$ <u>80,566,372</u>	93%
OPERATING GAIN/(LOSS)	\$ <u><u>799,065</u></u>	\$ <u><u>1,001,583</u></u>	125%

LYNX Board Agenda

Monthly Report D

To: LYNX Board of Directors

From: Tomika Monterville
Director Of Plan & Develop
Bruce Detweiler
(Technical Contact)
Jane Tkach
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report - June 2020

Date: 6/25/2020

STRATEGIC PLANNING, SERVICE PLANNING AND GIS:

Strategic Planning & GIS:

- Staff continue work on the annual update of the Transit Development Plan (TDP), which is due to the Florida Department of Transportation (FDOT) in August.
- Staff have engaged their counterparts in Osceola and Seminole Counties, to discuss the future of transit services in their jurisdictions.
- The Planning Department's summer intern began work May 26th, and in addition to learning more about transit planning and operations, she will conduct analysis on ridership before and during the COVID-19 pandemic.

Service Planning:

- Service Planning postponed the April 2020 service changes and will now be implemented on July 19, 2020 in response to the Covid-19 pandemic and resulting reductions in service. Staff is reviewing schedules, bid materials, and undertaking other tasks in order to finalize the service change.
- Staff is continuing field work on the Bus Stop Assessment Program and to date, the program has resulted in over 100 work orders to make necessary fixes at bus stops.
- Additionally, the National Transit Database 2019 final report was submitted on-time to the FTA for review.

LYNX Board Agenda

Monthly Report E

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report - April 2020

Date: 6/25/2020

The attached monthly Performance Report includes April* Year-To-Date figures for ridership and other performance indicators. Total ridership for April 2020 was 703,859. This is a 65.5% decrease from April 2019. On-Time Performance for Fiscal Year-To-Date 2020 is 74%.

- LYNX overall ridership decreased by 1.3M, or 65.5%, compared to April 2019. Year-to-date ridership for FY-20 (12,128,171) decreased 16.5% compared to April 2019 (14,516,251).
- LYMMO ridership decreased by 52K, or 61.1%, compared to April 2019. Year-to-date ridership for FY-20 (378,738) decreased 37.4% compared to FY-19 (604,872).
- Fixed Route ridership decreased by 1.2M, or 65.8%, compared to April 2019. Year-to-date ridership for FY-20 (11,029,626) decreased by 16% compared to FY-19 (13,124,533).
- NeighborLink ridership decreased by 7K or 56.2% compared to April 2019. Year-to-date ridership for FY-20 (63,751) decreased 25.9% compared to FY-19 (86,041).
- ACCESS LYNX ridership decreased by 37K, or 56.6%, compared to April 2019. Year-to-date ridership for FY-20 (396,655) decreased by 9.5% compared to FY-19 (438,288).
- Vanpool ridership decreased by 30K, or 76.6% compared to April 2019. Year-to-date ridership for FY-20 (232,186) decreased by 1.9% compared to FY-19 (236,623).
- There were no special events ridership to report for April 2020.

***Ongoing ridership declines in April attributed to Covid-19 Pandemic response in the region and reduction of LYNX services on March 30, 2020.**



April 2020 Service Performance Report

RIDERSHIP

Total Ridership by Mode						
	Apr-19	Apr-20	% Δ	YTD-19	YTD-20	% Δ
LYMMO	85,757	33,374	-61.1%	604,872	378,738	-37.4%
Fixed Route	1,836,937	627,391	-65.8%	13,124,533	11,029,626	-16.0%
NeighborLink	12,024	5,270	-56.2%	86,041	63,751	-25.9%
ACCESS LYNX	65,898	28,573	-56.6%	438,288	396,655	-9.5%
Vanpool	39,499	9,251	-76.6%	236,623	232,186	-1.9%
Special Events	0	0	N/A	25,894	27,215	5.1%
SYSTEM TOTAL	2,040,115	703,859	-65.5%	14,516,251	12,128,171	-16.5%

April 2019:	22 Weekdays	4 Saturdays	4 Sundays
April 2020:	22 Weekdays	4 Saturdays	4 Sundays

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Apr-19	Apr-20	% Δ	Apr-19	Apr-20	% Δ	Apr-19	Apr-20	% Δ
LYMMO	3,254	1,182	-63.7%	1,971	1,016	-48.5%	1,572	824	-47.6%
Fixed Route	69,219	23,263	-66.4%	47,889	16,800	-64.9%	30,643	12,100	-60.5%
NeighborLink	516	211	-59.1%	239	211	-11.7%	-	-	-
ACCESS LYNX	2,583	1,132	-56.2%	1,362	742	-45.5%	908	175	-80.7%
Vanpool	1,631	413	-74.7%	301	113	-62.5%	218	78	-64.2%
SYSTEM TOTAL	77,203	26,201	-66.1%						

In response to the International COVID-19 pandemic, April 2020 ridership data reflects services changes implemented March 30th as a result of County, State, and Federal "Stay at Home" mandates instituted beginning March 26, 2020.

LYNX ridership decreased by 1.3M, or 65.5%, compared to April 2019. System-wide average weekday riders decreased by 66.1% year-to-date.

LYMMO ridership decreased by about 52K, or 61.1%, compared to April 2019. Average weekday ridership for LYMMO was down 63.7% in April 2020. Ridership decrease is attributed to the closure of the Orlando Union Rescue Mission, 410 W Central Blvd. and to the COVID-19 pandemic.

Fixed Route ridership decreased by 1.2M, or 65.8%, compared to April 2019. Average daily ridership decreased by 66.4% compared to the same time period last year. LYNX ceased operation of Links 416 & 427 due to Polk County ending the contracted service with LYNX on September 30, 2019. The COVID-19 pandemic is also responsible for decreases in ridership.

NeighborLink ridership decreased by about 7K, or 56.2%, compared to April 2019. This is primarily due to LYNX ceasing operation of NeighborLink 603 due to Polk County ending the contracted service with LYNX on September 30, 2019, and to the COVID-19 pandemic.

ACCESS LYNX ridership decreased by 37K, or 56.6% when compared to April 2019. COVID-19 is responsible for a decrease in ridership.

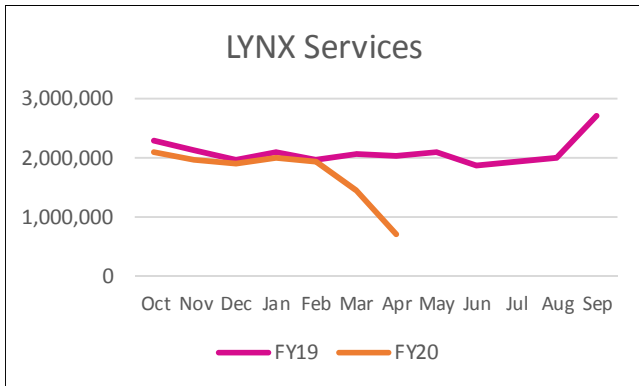
Vanpool ridership decreased by about 30K, or 76.6% when compared to April 2019. COVID-19 caused a significant decrease in Vanpool utilization.

*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.77/gallon in April 2019 and \$2.02/gallon in April 2020. Historically, low gas prices can result in lower public transit ridership.

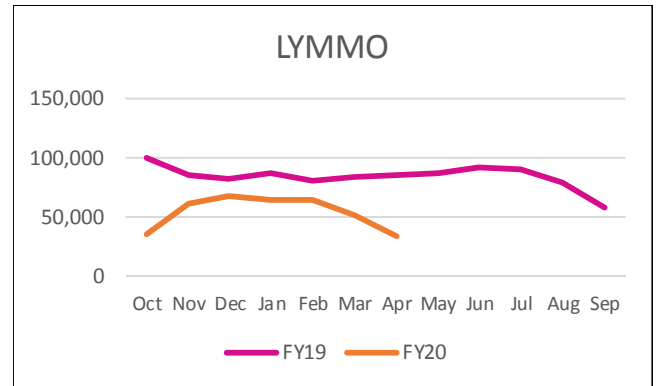


April 2020 Service Performance Report

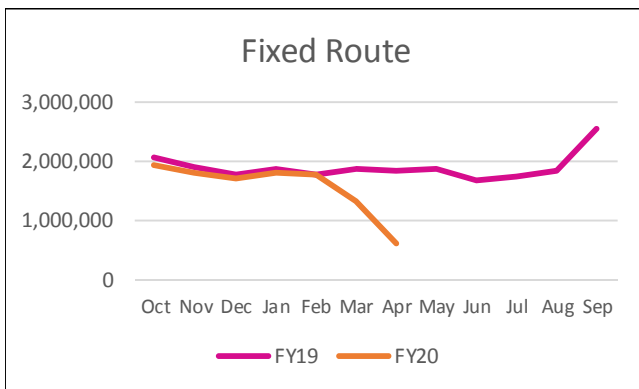
MONTHLY RIDERSHIP TRENDS BY MODE



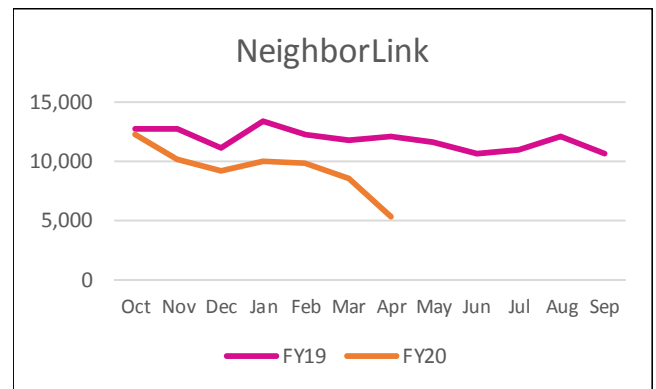
LYNX ridership decreased by 65.5% compared to the same time last year. Average weekday riders decreased by 66.1%.



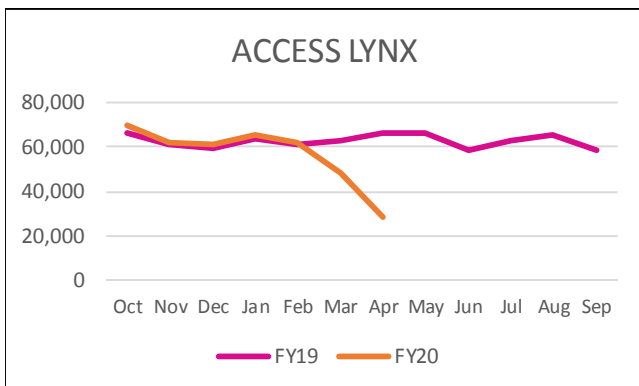
LYMMO ridership decreased by 61.1% compared to the same time last year. Average weekday riders decreased by 63.7%.



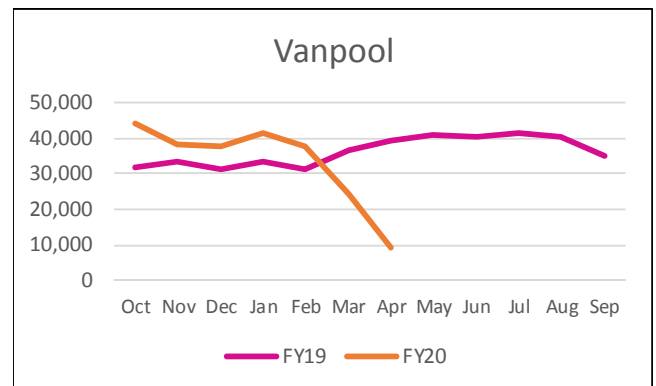
Fixed route ridership decreased 65.8% compared to April 2019. Average weekday riders decreased by 66.4%.



NeighborLink ridership decreased 56.2% compared to April 2019. Average daily riders decreased by 59.1%.



ACCESS LYNX saw a 56.6% decrease over last year. Average daily riders decreased by 56.2%.



Vanpool ridership decreased by 76.6% when compared to April 2019.



April 2020 Service Performance Report

FY20 Monthly Modal Performance Data Sheet - April 2020

Month End Reporting	Ridership	Passengers per Trip	On-Time Performance	Farebox Recovery	National Transit Database Reportable Accidents	Complaints per 100,000 Miles	Total Trips Scheduled	Percentage of Scheduled Trips	Fleet Availability	Preventative Maintenance Hours Completed on Time
LYMMO										
Oct	34,943	4	88%	Not Applicable	0	0.10	9,489	99%	16	100%
Nov	62,195	7	84%		0	0.08	8,790	99%	16	95%
Dec	68,300	8	85%		0	0.11	9,131	99%	16	74%
Jan	63,936	7	86%		1	0.11	9,131	99%	16	90%
Feb	64,331	8	90%		1	0.08	8,618	99%	16	81%
Mar	51,659	6	88%		0	0.15	9,310	95%	16	98%
Apr	33,374	4	82%		0	0.07	9,138	100%	16	100%
May										
Jun										
Jul										
Aug										
Sep										
YTD	378,738	6	86.1%		2	0.10	63,607	99%	16	91%
Fixed Route										
Oct	1,946,029	21	73%	21%	6	0.10	92,512	99%	283	100%
Nov	1,797,955	21	71%	22%	10	0.08	86,940	99%	286	95%
Dec	1,726,627	20	72%	17%	6	0.11	89,200	99%	286	74%
Jan	1,819,620	21	75%	18%	9	0.11	88,212	99%	275	90%
Feb	1,774,227	21	74%	24%	3	0.08	84,356	99%	279	81%
Mar	1,337,777	15	76%	13%	4	0.15	89,824	98%	273	98%
Apr	627,391	7	77%	0.3%	0	0.07	88,191	99%	280	100%
May										
Jun										
Jul										
Aug										
Sep										
YTD	11,029,626	18	74.0%	16%	38	0.10	619,235	99%	280	91%



April 2020 Service Performance Report

FY20 Monthly Modal Performance Data Sheet - April 2020

Month End Reporting	Ridership	On-Time Performance	Collected Fares	NTD Reportable Incident	Complaints per 100,000 M	Fleet Availability	Preventable Maintenance	Completed On-Time
NeighborLink								
Oct	12,176	100%	100%	0	19.4	83%		99%
Nov	10,104	100%	100%	0	14.3	78%		99%
Dec	9,130	100%	100%	0	14.8	85%		99%
Jan	10,007	100%	100%	0	14.1	80%		100%
Feb	9,872	100%	100%	0	3.2	75%		100%
Mar	8,602	100%	100%	0	0.0	81%		100%
Apr	5,270	100%	N/A	0	0.0	77%		100%
May								
Jun								
Jul								
Aug								
Sep								
YTD	65,161	100%	100%	0	9.4	80%		100%
ACCESS LYNX								
Oct	69,416	92.01%	99.85%	1	2.4	94%		99%
Nov	61,037	90.40%	99.91%	2	3.4	93%		99%
Dec	60,883	90.47%	99.73%	0	2.8	92%		99%
Jan	65,166	90.11%	99.59%	1	3.1	93%		100%
Feb	62,052	88.42%	99.68%	0	2.8	94%		100%
Mar	48,247	93.16%	99.55%	1	2.9	91%		100%
Apr	28,573	96.98%	N/A	0	1.5	91%		100%
May								
Jun								
Jul								
Aug								
Sep								
YTD	395,374	91.65%	99.72%	5	2.7	92%		100%



April 2020 Service Performance Report

Definitions of Metrics Used on the Monthly Performance Data Sheets

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

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

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

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

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

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

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

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

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

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

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

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