LYNX Finance & Audit Committee Agenda

Meeting Date: 10/15/2026
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.

1. Call to Order

2. Approval of Committee Minutes

- Finance Committee Minutes - June 18, 2026 — Pg 4

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 Financial Officer's Report

5. Consent Agenda

A. Request for Proposal (RFP)

i. Authorization to Release a Request for Proposal (RFP) for Architectural and Engineering Professional Services to Complete a Design Criteria Package for LYNX Southern Operations Base — Pg 9

ii. Authorization to Release a Request for Proposal (RFP) for Construction Services for the LYNX LCS Window Replacement Project — Pg 12

iii. Authorization to Release a Request for Proposal (RFP) for CEI Services for the LYNX LCS Window Replacement Project — Pg 14

B. Award Contracts

i. Authorization to Award Contract 26-C075 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities for a Not to Exceed (NTE) Amount of $3.5 million for the first three (3) years — Pg 16

ii. Authorization to Negotiate and Award Contract 27-C022 to Spencer Fabrications, Inc. for LYNX Style Bus Shelter Manufacture and Transit Related Amenities with a Not to Exceed (NTE) Amount of $3,870,580 — Pg 18

iii. Authorization to Negotiate and Award Contract 27-C021 to Arthur J. Gallagher for Insurance Brokerage Services with a Total Not to Exceed (NTE) Amount of $105,000 for the Initial Three (3) Year Term — Pg 20

iv. Authorization to Negotiate and Award Contract 26-C087 to Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care for a Not to Exceed (NTE) Amount of $350,000 for the Initial Three (3) Year Term — Pg 22

C. Extension of Contracts

i. Authorization to Exercise the First Option Year of Contract 23-C89 with RSC Insurance Brokerage, Inc. for Health Benefit Consultant Services and Increase the Not to Exceed (NTE) Amount to $347,600 Pg 24

ii. Authorization to Exercise the Second Option Year of Contract 23-C42 with Fisher Rushmer P.A., Gray Robinson, P.A., and Dean, Ringer, Morgan & Lawton for Legal Services and Increase the Not to Exceed (NTE) Amount to $2,700,000 Pg 25

iii. Authorization to Exercise the Second Option Year of Contract 23-C11 for the Repainting of Bus Shelters with RMK Consulting, LLC d/b/a Kodiak Property Maintenance Pg 27

D. Miscellaneous

i. Authorization to Ratify the LYNX Insurance Broker Negotiating and Binding Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability Policies for a Total Not to Exceed (NTE) Combined Premium Amount of $916,461 Pg 28

ii. Authorization to Reappoint Brian Anderson to Pension Trustee and Administrative Committee Boards Pg 30

-Attachments

iii. Authorization to Update the Employee Leave Benefits Policy, Equal Employment Opportunity Policy, and HIPAA Policy Pg 33

-Attachments

iv. Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2027 Pg 73

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vi. Authorization to Procure FY2027 Vehicles and Support Fleet with a Not to Exceed (NTE) Amount of $27,984,549 Pg 77

vii. Authorization to Execute Sole Source and Modification 4 of Contract 22-C87 with Trapeze Software Group, Inc. for OPS Expansion (Maintenance & Supervisor Employees) OPS-Core & OPS Sign-In Terminal (OPS-SIT) in the SIT for a Not to Exceed (NTE) Amount of $292,376 Pg 79

viii. Authorization to Auction Surplus Capital Items Pg 81

ix. Authorization to Approve and Implement the LYNX 2026 Public Transit Agency Safety Plan (PTASP) Pg 85

x. Authorization to Implement the December 2026 Service Change Proposal Pg 86

-Attachments

6. Action Agenda

A. Authorization to Submit the FY2027 Transit Development Plan (TDP) Annual Update to the Florida Department of Transportation (FDOT) Pg 102

B. Approval of the LYNX Finance and Audit Committee Meeting Dates for 2027 Pg 104

7. Discussion

A. Presentation of FY2026 Audit Plan by Forvis Mazars Pg 106

B. Admin Rule 13 Workshop Session Pg 107

-Attachments

8. Other Business

9. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Finance and Audit Committee Minutes

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

DATE: June 18, 2026 **TIME:** 1:30 p.m.

Members in Attendance:	**Staff in Attendance:**
Tim Jecks, Seminole County, Chair	Leonard Antmann, Chief Financial Officer
Kurt Petersen, Orange County, Vice Chair	Michelle Daley, Director of Finance
Leslie Felix, Osceola County	David Vance, Manager of Financial Planning & Analysis
Jose Fernandez, City of Orlando	
Jamie Ledgerwood, FDOT, 5th District	

1. Call to Order

Chair Jecks called the meeting to order at 1:30 p.m.

2. Approval of Minutes

A motion to approve the May 19, 2026 meeting minutes was made by Jose Fernandez, seconded by Leslie Felix. Motion passed 5 to 0.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

Lenny Antmann presented the Chief Financial Officer's Report.

- Fixed Route ridership has averaged about 63,000 daily riders year-to-date. Recent daily ridership has ranged between 55,000 and 58,000. Paratransit trips have increased by 3% over last year through May.
- Staff presented the proposed operating budget to Seminole County on June 9. A presentation to Orange County is scheduled for July 16. No presentation has been requested by Osceola County to date; if one is requested, staff will ensure the requirement is met.
- Staff anticipate closing on the Osceola County land purchase next week for the future Southern Operations Base.
- The FTA Triennial Review is scheduled to begin at the end of September.
- Four consent items were added to Oversight/Board Agenda after we published:
  - Authorization to Release RFP for Bus Stop and Shelter Pressure Washing & Maintenance Services.
  - Authorization to approve the SEC ranking and initiate negotiations with AECOM technical services for A&E Services for Facility projects.
  - Authorization to modify prior approval for 46 replacement vehicles for ACCESS LYNX paratransit services.
  - Authorization for IFB for Bulk Oils and Fluids

5. Consent Agenda

A. Request for Proposal (RFP)

i. Authorization to Release a Request for Proposal (RFP) to Procure Insurance Brokerage Services for Risk Management

ii. Authorization to Release a Request for Proposal (RFP) for the Manufacturing of LYNX Style Transit Shelters

iii. Authorization to Release a Request for Proposal (RFP) to Procure Access Control System Project Services

iv. Authorization to Release a Request for Proposal (RFP) for the Supply and Installation of Security Camera Equipment at LYNX Facilities

B. Award Contracts

i. Authorization to Negotiate and Award a Contract to Foursquare Integrated Transportation Planning, Inc. for the Transit Development Plan (TDP) Major Update and System-Wide Passenger Survey for a Total Not to Exceed (NTE) Amount of $1,036,865

ii. Authorization to Negotiate and Award a Contract to P & A Administrative Services, Inc. for FSA, COBRA and Retiree Billing Services Administration

iii. Authorization to Award Contracts to Kittelson & Associates, Inc., and WSP USA, Inc. for General Planning Consultant (GPC) Services for a Not to Exceed (NTE) Contract Amount of $1.5 Million Each for the Initial Three (3) Year Term

iv. Authorization to Negotiate and Award a Contract to Cigna Health and Life Insurance Company for Dental Insurance

C. Extension of Contracts

i. Authorization to Exercise the Third Option Year of Contract 22-C82 with Humana Insurance Company for Vision Insurance

ii. Authorization to Exercise the Second Option Year of Contract 22-C87 with Trapeze Software Group, Increase Licensing and Software Maintenance, and Increase the Not to Exceed (NTE) Amount to $3,922,631

iii. Authorization to Exercise the Second Option Year of Contract 22-C66 with Standard Insurance Co. for Group Life, Long & Short-Term Disability and Accidental Death and Dismemberment (AD&D)

iv. Authorization to Exercise the Third Option Year of Contract 22-C28 with Voya Retirement Insurance and Annuity Company for Retirement Plan Administration and Recordkeeping Services

v. Authorization to Exercise the First Option Year of Contract 23-C87 with HR Law, P.A. for Workers Compensation Legal Services

vi. Authorization to Exercise the First Option Year of Contract 23-C88 with Jones, Hurley & Hand, P.A. for Workers Compensation - Legal Services

vii. Authorization to Exercise the Third Option Year of Contract 22-C85 with Stewart & Stevenson FDDA LLC for the Provision of Allison Transmissions

viii. Authorization to Exercise the Third Option Year of Contract 22-C86 with Gillig LLC for the Provision of Voith Transmissions and Increase the Not to Exceed (NTE) Amount to $615,520

ix. Authorization to Extend Contract 21-C35 with American Facilities Services, Inc. for Janitorial Services for Three (3) Months and Increase the Not to Exceed (NTE) Amount to $1,555,100

D. Miscellaneous

i. Authorization to Submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged (FLCTD) in the Overall Amount of $3,204,809 and Adoption of Resolution 26-009

ii. Authorization to Modify Prior Approval for Forty-Six (46) Replacement Vehicles for ACCESS LYNX Paratransit Services

iii. Authorization to Delegate Authority to Plan Fiduciaries to Conduct a Procurement Process to Select a Recommended Recordkeeper for the LYNX Money Purchase Plan, LYNX Defined Contribution Plan for BU Employees, and LYNX Deferred Compensation Plan and Adoption of Resolution 26-008

iv. Authorization to Execute Change Order 8 for Pine Hills Transfer Center

v. Authorization to Dispose of Lost and Found Items

vi. Authorization to Auction Surplus Capital Items

Kurt Petersen made a motion to approve Consent Agenda 5.A.1 through 5.D.6. Second by Leslie Felix. Motion passed 5 to 0.

6. Action Agenda

A. Authorization to Ratify a Grant Application Submitted to the Florida Department of Transportation (FDOT) in the Total Amount of $800,000 and Adoption of Resolution 26-007

Motion to approve Action Agenda Item 6.A. Authorization to Ratify a Grant Application Submitted to the Florida Department of Transportation (FDOT) in the Total Amount of $800,000 and Adoption of Resolution 26-007 was made by Jose Fernandez, second by Kurt Peterson. Motion passed four to zero, Jamie Ledgerwood, FDOT abstained.

B. Approval of the FY2027 Proposed Operating Budget

Lenny Antmann presented the proposed Fiscal Year 2027 operating budget for review and requested approval to advance it to the Board.

Budget assumptions remain consistent with prior presentations.

Budget Overview
The recently amended FY2026 operating budget remains at $217 million. The proposed FY2027 budget totals $226.8 million, an increase of $9.8 million (4.5%). This increase includes $2.3 million in one-time planning studies for Orange County and City of Orlando. Excluding these one-time items, the year-over-year increase is 3.46%.

Revenues

- Customer fares are projected to increase by $900,000; $660,000 in fixed route and $250,000 in paratransit.
- Interest and other income decreased by $1.9 million due to expected reductions in reserves and interest rates.
- State revenue decreases by approximately $600,000, reflecting a $1.1 million block grant reduction offset by other state grants.
- Local revenues increase by $2 million, primarily driven by planning studies funded by Orange County and City of Orlando.

Expenses

- Wages remain relatively flat year-over-year. Annual increases are offset by staffing shifts due to outsourcing customer service and NeighborLink operations reducing internal labor costs and increasing purchased transportation expenses.
- Other services increase by $3.8 million; $2.3 million for planning studies and $600,000 for HR/payroll system implementation.
- Purchased transportation increases by $6.5 million; $2.3 million due to NeighborLink transitioning to a third-party provider. $4.1 million is associated with paratransit, including annualized customer service outsourcing costs and increased trips and per-trip vendor charges.

Partner Funding Summary

Total operating contribution across all partners: $137.1 million.

- Orange County: $106 million
- Osceola County: $19.5 million
- Seminole County: $11.6 million

Local capital contributions total approximately $3.6 million, bringing total partner contributions to $141.7 million.

A motion to approve Action Agenda Item 6.B. Approval of the FY2027 Proposed Operating Budget was made by Kurt Petersen, second by Jose Fernandez. Motion passed five to zero.

C. Approval of the FY2027 Proposed Capital Budget

Lenny Antmann presented the proposed FY2027 Capital Budget, beginning with an overview of key assumptions, budget categories, funding sources, and the capital budget calendar. The budget presentation is the same as presented in previous meetings.

Proposed Capital Budget Overview

- Total proposed FY2027 Capital Budget: $194.8 million, slightly lower than the amended FY2026 approved budget of $204 million.

Capital Budget Breakdown

- **Vehicles:** $122.6 million
  - Majority represents carryover from FY2026 due to long lead times (18–24 months for fixed route vehicles and 12 months for paratransit vehicles).
  - CNG fleet: 120 total vehicles; 95 carryovers and 25 new replacements.
  - Paratransit: 144 vehicles; 131 carryovers and 13 new purchases.
  - Sub recipient: 17 vehicles; 5 carryovers and 12 new purchases.
  - Vanpool: 86 vehicles; 49 carryovers.
  - Support vehicles: 8; 6 carryover, 2 new.
- **Facilities:** $45.7 million; approximately $22 million lower than last year due to the completion of the Pine Hills Transfer Center and the pending land acquisition.
  - HVAC replacement program: $11.5 million, currently one-third complete, expected to finish early FY2027.
  - LCS window replacement: $10.2 million, in design, anticipated construction mid-FY2027.
  - Southern Operations Base: $8.7 million for preliminary engineering and design.
  - LOC/LCS facility improvements: $15.3 million for restroom upgrades across three buildings and concrete replacement in aging parking areas.
- **Passenger Amenities:** $19 million; $14M allocated to Orange County, $5M to Osceola County.
  - Includes traditional bus stop improvements and Orange County's ATSP-funded program contributing $3 million annually over five years for installation of 264 shelters.

- **Technology:** $2.6 million
  - $1.6 million for passenger information systems, $674K for life cycle replacements, and $300K for operational technology upgrades.
- **LYMMO:** $1.9 million allocated for maintaining state of good repair.
- **Security:** $1.9 million
  - $844K for access control upgrades, $663K for enhanced camera coverage, and $415K for improvements to security monitoring centers.
- **Support Equipment:** Just under $1 million
  - Primarily maintenance equipment, including lift replacements in vehicle maintenance shops.

Funding

The $194 million capital budget is fully funded. Funding sources include:

- Federal: $181 million
- State: $740,000 (primarily for rural vehicle support)
- Local: Approximately $13 million, including local grant matches and ATSP contributions.

Calendar and Next Steps

The FY2027 capital budget is being presented in June to the Finance & Audit Committee and Oversight and will be presented in a work session to the Board. Final adoption is scheduled for September.

A motion to approve Action Agenda Item 6.C. Approval of the FY2027 Proposed Capital Budget was made by Jose Fernandez, second by Leslie Felix. Motion passed five to zero.

7. Other Business

No other business was discussed.

8. Adjourned

The meeting adjourned at 2:00 p.m.

Consent Agenda Item #5.A. i

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Quinyetta Young
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Authorization to Release a Request for Proposal (RFP) for Architectural and Engineering Professional Services to Complete a Design Criteria Package for LYNX Southern Operations Base**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Architectural and Engineering Professional Services to complete a Design Criteria Package for the LYNX Southern Operations Base Facility.

BACKGROUND:

LYNX has one permanent maintenance facility in northern Orange County (LYNX Operations Center – "LOC") which houses 245 buses, and a small, satellite facility leased from the City of Kissimmee in Osceola County (Osceola Satellite Facility - "OSF") which supports 41 diesel buses. In addition to meeting maintenance needs, these facilities also serve as a hub for bus operators, as well as multiple customer service and back-of-house operations related to the ongoing management of a large vehicle fleet. LOC was built in 2007 and was designed for 40-foot buses. The site is over its designed capacity for vehicles today as the agency now uses 60-foot buses to support high-ridership routes. Additionally, the current lease with the City of Kissimmee ends in 2031, and continued use of the property is dependent on the future needs of the city. A new operations and maintenance facility is needed to support LYNX's operations today and into the future.

The subject property (the "Property") consists of one parcel that totals 21.4 acres. The site is in northern Osceola County, approximately 0.5 miles from the border with Orange County. It is

located immediately south of East Osceola Parkway and bounded by the Florida Turnpike to the east and Bill Beck Boulevard to the west and south.

At the March 26, 2026, LYNX Board of Directors meeting, the Board of Directors authorized the CEO to purchase the 21.4-acre property to be the future home of the LYNX Southern Operations Base Facility. LYNX closed on the property in June 2026.

The Southern Operations Base Facility (SOBF) is a new consolidated transit operations and maintenance complex to be constructed at 3065 Bill Beck Boulevard in Kissimmee, Florida. The 21-acre site will replace aging and dispersed facilities currently used for operations, fleet storage, and maintenance. The SOBF will provide modern administrative offices, expanded bus maintenance capabilities, dedicated fleet parking and circulation areas, diesel/CNG fueling, future electric charging infrastructure, and enhanced emergency operations and communication systems. Designed to support current needs and long-term growth, the facility will improve efficiency, operational reliability, and workforce support for the region's transit services.

The SOBF project is essential to meeting the Authority's operational, safety, and capacity needs as the transit system continues to grow. The new facility will expand fleet storage and maintenance capacity for future service demands; improve efficiency of daily bus operations and maintenance; provide resilient and modern infrastructure that meets federal, state, and local requirements; and strengthen emergency preparedness, communication and continuity of operations.

Florida's Consultants Competitive Negotiation Act ("CCNA") provides that a design criteria package must be prepared and sealed by a design criteria professional employed by or retained by an agency prior to issuing a solicitation for the design and construction of a public construction project through a Design-Build delivery method. The design criteria professional must be selected and contracted with under the requirements of the CCNA. A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

A design criteria package includes concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

This project positions LYNX for long-term operational stability, enhanced service delivery, and alignment with regional transportation goals.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $8,700,000 for design for the Southern Operations Facility project. This project is 100% Federally funded.

Consent Agenda Item #5.A. ii

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Quinyetta Young
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Authorization to Release a Request for Proposal (RFP) for Construction Services for the LYNX LCS Window Replacement Project**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Construction Services for the LYNX LCS Window Replacement Project.

BACKGROUND:

The Central Florida Regional Transportation Authority ("LYNX") Central Station (LCS) is an intermodal transit station in Orlando, Florida, built in 2004. It serves the LYNX bus system and SunRail commuter rail and is home to LYNX's administrative offices. LCS must be kept operational, including during an emergency. When LCS was constructed in 2004, all 6 floors of LCS and the passenger terminal area were installed with single pane windows. These windows met the hurricane codes at the time. However, they lack effective sound dampening and are not energy efficient. In addition, multiple windows have developed water leaks around window seals. was built.

PURPOSE:

LYNX intends to replace the existing windows in the LCS Building and Passenger Terminal to improve building resiliency and comply with current Florida Building Code hurricane-mitigation requirements. The project will also enhance energy efficiency, eliminate water intrusion issues, and improve interior sound dampening.

The construction effort includes replacing punch windows, storefronts, and curtainwall systems in the administrative building, as well as storefronts, punch windows, and window panels in the passenger terminal. All existing single-pane windows will be replaced with double-pane systems, including updated window coatings, new sealants, and refreshed metal finishes for both facilities.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $10,000,000 for the LCS Window Replacement and Upgrade project. This project is 100% Federally funded.

Consent Agenda Item #5.A. iii

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Quinyetta Young
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Authorization to Release a Request for Proposal (RFP) for CEI Services for the LYNX LCS Window Replacement Project**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Construction, Engineering, and Inspection Services for the LYNX LCS Window Replacement Project.

BACKGROUND:

The Central Florida Regional Transportation Authority ("LYNX") Central Station (LCS) is an intermodal transit station in Orlando, Florida, built in 2004. It serves the LYNX bus system and SunRail commuter rail and is home to LYNX's administrative offices. LCS must be kept operational, including during an emergency. When LCS was constructed in 2004, all 6 floors of LCS and the passenger terminal area were installed with single pane windows. These windows met the hurricane codes at the time. However, they lack effective sound dampening and are not energy efficient. In addition, multiple windows have developed water leaks around window seals. was built.

PURPOSE:

LYNX intends to replace the existing windows in the LCS Building and Passenger Terminal to improve building resiliency and comply with current Florida Building Code hurricane-mitigation requirements. This project requires Construction, Engineering and Inspections service oversight and Contract Administration for the duration of the project. The project will also enhance energy efficiency, eliminate water intrusion issues, and improve interior sound dampening.

The construction effort includes replacing punch windows, storefronts, and curtainwall systems in the administrative building, as well as storefronts, punch windows, and window panels in the passenger terminal. All existing single-pane windows will be replaced with double-pane systems, including updated window coatings, new sealants, and refreshed metal finishes for both facilities.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $10,000,000 for the LCS Window Replacement and Upgrade project. This project is 100% Federally funded.

Consent Agenda Item #5.B. i

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Lismar Matos Hernandez
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Authorization to Award Contract 26-C075 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities for a Not to Exceed Amount of $3.5 million for the first three (3) years**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contract 26-C075 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities and delegate to the CEO the authority to negotiate and execute task orders for the work performed in an amount not to exceed $3.5 million for the first three (3) years. The contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

On October 23, 2025, the LYNX Board of Directors granted permission to proceed with a Request for Proposal (RFP) for Architecture and Engineering Services. This permission was to allow for the award of two contracts: one for facilities and one for bus shelters, transfer centers and LYMMO. This will cover all associated design, permitting and engineering inspection as described in the RFP documents.

On June 25, 2026, the LYNX Board of Directors authorized the Chief Executive Officer (CEO) or designee to approve the Source Evaluation Committee ranking and initiate negotiations with AECOM Technical Services, Inc. In accordance with Fla. Stat. 287.055, the award of contract is the final step in this process.

The contract will be for three (3) years with two (2) two option years. The total cost not to exceed for the first three (3) years will be $3.5 million.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $15,298,525 for facility related projects. Each project is evaluated to determine if A&E services are needed. These projects are funded with Federal grants.

Consent Agenda Item #5.B. ii

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Jennifer Hall
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Authorization to Negotiate and Award Contract 27-C022 to Spencer Fabrications, Inc. for LYNX Style Bus Shelter Manufacture and Transit Related Amenities with a Not to Exceed (NTE) Amount of $3,870,580**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award Contract 27-C022 to Spencer Fabrications, Inc. for LYNX Style Bus Shelter Manufacture and Transit Related Amenities for three (3) years with two (2) one (1) year options in a not to exceed (NTE) amount of $3,870,580 for the initial three (3) year term.

BACKGROUND:

On June 25, 2026, the LYNX Board of Directors granted authorization to proceed with a Request for Proposal (RFP) for LYNX Style Bus Shelter Manufacture and Transit Related Amenities.

LYNX has previously awarded a contract for this to Spencer Fabrication, Inc. for a term of three (3) years, with two (2) one (1) year options. The current contract expires on December 19, 2026.

The shelters styles include 15' x 15', 6' x 13', and 5' x 9'. In addition to the shelters, the contract allows for the procurement of other amenities including solar panels, benches, trash cans, bike racks, and custom bus shelters and associated amenities. This contract will also allow for the purchase of replacement parts needed to perform the rehabilitation of shelters as well.

LYNX has approximately 1,200 bus shelters installed to date. Based on the annual budget, LYNX strives to install approximately 30 bus shelters per year. LYNX expects to purchase a

minimum of twenty-five (25) shelters over the life of the contract to support new and replacement transit shelters.

Procurement Process:

The RFP 26-R15 was released on July 27, 2026 and responses due on August 21, 2026. A total of three bids were received:

A total of 3 firms responded to the RFP. These included:

- LNI Custom Manufacturing
- SELS USA, LLC
- Spencer Fabrications, Inc.

The SEC met on October 1, 2026 to discuss the three (3) proposals. The meeting was publicly noticed in accordance with the Florida Sunshine Law. The proposals were evaluated by each member of the SEC based on the following criteria set forth in the RFP:

- Qualifications of Proposer/Staff (45)
- Methodology/Approach (25)
- Pricing (30)

Scoring of the proposals submitted was based on a total possible score of 100 per reviewer and the lowest ordinal ranking was recommended for contract approval. After discussions on the proposals received from the three (3) firms, the SEC ranked the proposals received.

Firm	Total Score	SEC Ordinal Ranking
LNI Custom Manufacturing	**224.19**	**9**
SELS USA, LLC.	**269.99**	**6**
Spencer Fabrications, Inc.	**291.00**	**3**

The SEC collectively motioned to move forward and award the contract to Spencer Fabrications, Inc.

The contract will be for three (3) years with two (2) one (1) year options. The total cost not to exceed (NTE) for the first three (3) years is $3,870.580.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $14,270,581 for the installation of new shelters which are funded with a combination of Federal and Local Orange County ATSP funds.

Consent Agenda Item #5.B. iii

To: **LYNX Finance & Audit Committee**

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Brenda Atkinson
Technical Contact

Phone: **407.841.2279 ext: 6167**

Item Name: **Authorization to Negotiate and Award Contract 27-C021 to Arthur J. Gallagher for Insurance Brokerage Services with a Total Not to Exceed (NTE) Amount of $105,000 for the Initial Three (3) Year Term**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract 27-C021 to Arthur J. Gallagher for Insurance Brokerage services for three (3) years with two (2) one (1) year options in a not to exceed amount of $105,000 for the initial three (3) year term.

BACKGROUND:

At the June 25, 2026, LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposal (RFP) for Insurance Brokerage services. The proposal for Insurance Brokerage services (RFP 26-R18) was released on August 24,2026, with responses due on September 23, 2026.

The SEC public meeting was held on October 7, 2026, with the following results:

Firm	Score	Ordinal Ranking
Arthur J. Gallagher	289	3

It was the recommendation of the SEC to award a contract to Arthur J. Gallagher. Arthur J. Gallagher is now being recommended for Board approval.

Costs for the services were submitted by the vendor for $105,000 for the initial three (3) year term. A contract with Arthur J. Gallagher is recommended for the initial three (3) year term in the not to exceed (NTE) amount of $105,000. The total amount with options years is anticipated to be $185,000.

FISCAL IMPACT:

The FY2027 Approved Operating Budget includes $35,000 for Insurance Broker Services.

Consent Agenda Item #5.B. iv

To: **LYNX Finance & Audit Committee**

From: **Terri Setterington**
DIRECTOR OF HUMAN RESOURCES
Deborah Toler
Technical Contact

Phone: **407.841.2279 ext: 6106**

Item Name: **Authorization to Negotiate and Award Contract 26-C087 to Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care for a Not to Exceed (NTE) Amount of $350,000 for the Initial Three (3) Year Term**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract 26-C087 to Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care for Occupational Health Services for three (3) years with two (2) one (1) year options in a not to exceed (NTE) amount of $350,000 for the initial term.

BACKGROUND:

Occupational Health Services include pre-employment physical exams, post-accident physical exams, occupational medical exams (audiometry, spirometry and fit testing), drug/alcohol testing, Hepatitis B shots and return-to-work (fitness for duty) exams.

The contract for these services enables us to meet the mandated requirements of the drug and alcohol testing rules issued by U.S. Department of Transportation as prescribed by Omnibus Transportation Employees Testing Act of 1991, as amended.

On March 26, 2026, the LYNX Board of Directors approved the release of a Request for Proposal (RFP 26-R12) for Occupational Health Services. The Request for Proposal (RFP) 26-R12 was released on June 16, 2026. Proposals were due to LYNX by July 17, 2026.

Four responsive proposals were received from the following firms:

Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care
CareSpot of Orlando/HIS Urgent Care, LLC d/b/a CareSpot Express Healthcare
Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers
Marq Neasman Advisory Firm d/b/a Polaris Medical Care, LLC

On September 2, 2026, the SEC met to provide their scoring and comments.

The ordinal ranking occurred as follows:

Proposer	SEC Ordinal Ranking
Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care	6
CareSpot of Orlando/HIS Urgent Care, LLC d/b/a CareSpot Express Healthcare	13
Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers	12
Marq Neasman Advisory Firm d/b/a Polaris Medical Care, LLC	19

The SEC voted to shortlist the following Proposers to request information with the intent of receiving clarification regarding Proposals received by LYNX.

- Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care Employers Choice Online, Inc d/b/a Employers Choice Screening
- Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers

On September 21, 2026, the SEC met to provide their scoring and comments.

Proposer	SEC Ordinal Ranking
Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care Employers Choice Online, Inc d/b/a Employers Choice Screening	1
Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers	2

The SEC voted to recommend awarding a contract, pending successful negotiations to Adventist Health System/Sunbelt, Inc. d/b/a AdventHealth Centra Care, for an initial term of three (3) years with two (2) one (1) year options.

FISCAL IMPACT:

The FY2027 Approved Operating Budget includes $90,000 for Occupational Health Services.

Consent Agenda Item #5.C. i

To: **LYNX Finance & Audit Committee**

From: **Terri Setterington**
DIRECTOR OF HUMAN RESOURCES
Brian Anderson
Technical Contact

Phone: **407.841.2279 ext: 6106**

Item Name: **Authorization to Exercise the First Option Year of Contract 23-C89 with RSC Insurance Brokerage, Inc. for Health Benefit Consultant Services and Increase the Not to Exceed (NTE) Amount to $347,600**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 23-C89 with RSC Insurance Brokerage, Inc. for Health Benefit Consultant Services and increase the not to exceed (NTE) amount by $87,600 for a total not to exceed (NTE) amount on the contract of $347,600.

BACKGROUND:

On July 27, 2023, the LYNX Board of Directors approved the award of Contract 23-C89 to RSC Insurance Brokerage, Inc. for health benefit consultant services for three (3) years with two (2) one (1) year options in a not to exceed of $260,000 dollars for the initial term. Contract 23-C89 expires on December 31, 2026.

LYNX has utilized a Health Benefits Consultant to help analyze costs, trends and work on RFP's as needed for its various health and welfare benefits. The consultant also gives input and supports LYNX wellness initiatives.

FISCAL IMPACT:

The FY2027 Approved Operating Budget includes $90,000 for Healthcare Benefits Consultant Services.

Consent Agenda Item #5.C. ii

To: **LYNX Finance & Audit Committee**

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Brenda Atkinson
Technical Contact

Phone: **407.841.2279 ext: 6167**

Item Name: **Authorization to Exercise the Second Option Year of Contract 23-C42 with Fisher Rushmer P.A., Gray Robinson, P.A., and Dean, Ringer, Morgan & Lawton for Legal Services and Increase the Not to Exceed (NTE) Amount to $2,700,000**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract 23-C42 with Fisher Rushmer, P.A., Gray Robinson, P.A., and Dean, Ringer, Morgan & Lawton for Legal Services Tort and Liability and increase the not to exceed (NTE) amount to $2,700,000.

BACKGROUND:

On September 25, 2025, the Board of Directors authorized staff to exercise the first (1) year options of Contract 23-C42 with Fisher Rushmer P.A. and Gray Robinson, P.A. On October 23, 2025, the Board authorized the first (1) option year with Dean, Ringer, Morgan & Lawton and increased the not to exceed amount to $2,500,000 for Contract 23-C42.

The first (1) option year for Fisher Rushmer will end on November 17, 2026, the first (1) option year with Gray Robinson, P.A. will end on November 7, 2026, and the first (1) option year with Dean, Ringer, Morgan & Lawton will end on January 29, 2027.

Over the last year, fewer claims have reached resolution prior to litigation, resulting in a higher number of matters continuing through the legal process. As these cases progress, the costs associated with trial preparation, including the retention of expert witnesses have increased

notably. The additional funding will ensure adequate resources to support the Agency's litigation needs.

FISCAL IMPACT:

The FY2027 Approved Operating Budget includes $500,000 for legal fees related to general liability services.

Consent Agenda Item #5.C. iii

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Jennifer Hall
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Authorization to Exercise the Second Option Year of Contract 23-C11 for the Repainting of Bus Shelters with RMK Consulting, LLC d/b/a Kodiak Property Maintenance**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the First Option Year option of Contract 23-C11 for the Repainting of Bus Shelters with RMK Consulting, LLC d/b/a Kodiak Property Maintenance.

BACKGROUND:

On August 25, 2022, the LYNX Board of Directors approved the award of Contract 23-C11 to RMK Consulting, LLC d/b/a Kodiak Property Maintenance for the Repainting of Bus Shelters for three (3) years with two (2) one (1) year options with a not to exceed (NTE) of $950,000. The initial term of Contract 23-C11 expired on October 24, 2025. The first one (1) year option expires on October 24, 2026.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $1,047,975 for Shelter Rehab, which includes painting of the shelters. These projects are 100% Federal funded.

Consent Agenda Item #5.D. i

To: **LYNX Finance & Audit Committee**

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Brenda Atkinson
Technical Contact

Phone: **407.841.2279 ext: 6167**

Item Name: **Authorization to Ratify the LYNX Insurance Broker Negotiating and Binding Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability Policies for a Total Not to Exceed (NTE) Combined Premium Amount of $916,461**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Chief Executive Officer (CEO) or designee negotiating and binding coverage and premium for the renewal of the Liability (General, Public Officials with Employment Practices, and Cyber), Crime, and Auto Physical Damage, policies with the assistance of Arthur J. Gallagher, Agent/Broker. The not to exceed (NTE) combined premium amount is $916,461.

BACKGROUND:

At the Board of Director's meeting on September 25, 2025, the Board of Director's authorized the Chief Executive Officer (CEO) to negotiate and bind coverage and premiums for these coverages. Those policies and coverages were executed for one year, beginning October 1, 2025 through October 1, 2026.

The renewal of the policies was completed effective October 1, 2026, with the assistance of Arthur J. Gallagher, Agent/Broker. Staff is requesting the Board's ratification of the renewal and binding of the policies and associated premiums.

Premiums	FY2026	FY2027	Change	% Change
General Liability	$ 134,778	$ 127,005	$ (7,773)	-5.77%
Crime	$ 2,232	$ 2,232	$ -	0.00%
Cyber	$ 31,646	$ 30,570	$ (1,076)	-3.40%
Public Officials & EPL	$ 81,678	$ 74,690	$ (6,988)	-8.56%
Auto Physical Damage (Bus Fleet)	$ 837,766	$ 637,515	$ (200,251)	-23.90%
Auto Physical Damage (Small Fleet)	NA	$ 44,449	NA	NA
Total	**$ 1,088,100**	**$ 916,461**	**$ (216,088)**	**-19.86%**

FISCAL IMPACT:

The FY2027 Approved Operating Budget includes a total of $1,400,482 for all insurance coverages related to property and liability. Of this amount, $961,644 was allocated for General Liability and Auto Coverage, $80,749 was allocated for Public Officials Liability, and $35,593 was allocated for Cyber Liability.

Consent Agenda Item #5.D. ii

To: **LYNX Finance & Audit Committee**

From: **Terri Setterington**
DIRECTOR OF HUMAN RESOURCES
Terri Setterington
Technical Contact

Phone: **407.841.2279 ext: 6106**

Item Name: **Authorization to Reappoint Brian Anderson to Pension Trustee and Administrative Committee Boards**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Resolution No. 26-011 authorizing the reappointment of Brian Anderson, to the Administrative Committee and Trustee Board for the 457 Deferred Compensation Plan, Money Purchase Plan, and the Defined Contribution Plan for Bargaining Unit Employees and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan).

BACKGROUND:

LYNX, as the employer, is the Plan Administrator for LYNX's Money Purchase Plan, Deferred Compensation Plan, and the Defined Contribution Plan for Bargaining Unit Employees. As such, the employer/Plan Administrator has a number of responsibilities, duties, and obligations in maintaining and operating each of the Plans. Unless an appointment is made to delegate these responsibilities and duties, the employer acts through its Board of Directors. For purposes of this, any reference to actions to be taken by LYNX in its capacity as employer or Plan Administrator means LYNX's Board of Directors unless otherwise specified. LYNX has general powers and responsibilities, including the power to appoint counsel, specialists, advisers, investment managers, agents (including any nonfiduciary agent) and other persons as the employer deems necessary or desirable in connection with the exercise of its fiduciary duties under this Plan, including the Trustee and Administrator. Consistent with this power of appointment, LYNX has the obligation to periodically review the performance of any fiduciary or other person to whom duties have been delegated or allocated by it. Since LYNX is the Administrator, and has the power to appoint, it may appoint any person(s) to perform its duties as the Administrator.

FUNCTIONS OF THE ADMINISTRATOR - The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the participants and their beneficiaries in accordance with its terms. It has the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Benefits under this Plan will be paid only if the Administrator decides, in its discretion, that the applicant is entitled to them. The Administrator may establish procedures to carry out the purpose of the Plan, provided they are nondiscriminatory and shall comply with the terms of the Internal Revenue Code and Plan's document. An enumerated listing of the Administrator's duties includes, but is not limited to, the following:

(a) The discretion to determine all questions relating to the eligibility of employees to participate in the Plan;
(b) The authority to review and settle all claims against the Plan;
(c) To compute, certify, and direct the Trustee with respect to the amount of benefit to which any participant is entitled;
(d) To authorize and direct the Trustee with respect to disbursements from the trust;
(e) To maintain all necessary records for the administration of the Plan;
(f) To interpret the provisions of the Plan and to make and publish rules;
(g) To compute and certify the amount of contribution to the Plan and advise the Trustee accordingly;
(h) To prepare and implement procedures to notify eligible employees of Plan provisions and changes;
(i) To qualify any domestic relations orders received;
(j) To assist any participant regarding the participant's rights, benefits, or elections available under the Plan; and
(k) Retain a record of actions taken, accountings, records, etc. necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to any governmental agencies, participants and beneficiaries, as required by law.

For the employees who are members of ATU Local 1596 participate in a defined benefit retirement Plan. The Plan has an oversight Trustee Board consisting of three Union and three Management employees. LYNX's Chief Executive Officer selects three Management employees to serve as Trustees with confirmation from the LYNX Board of Directors' and the Union's Executive Board appoints its representatives.

FISCAL IMPACT:

There is no fiscal impact.

CFRTA RESOLUTION NO. 26-011

RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) APPROVING THE APPOINTMENT OF A MANAGEMENT APPOINTEE TO THE ADMINSTRATIVE COMMITTEE AND BOARD OF TRUSTEE APPOINTMENTS FOR RETIREMENT PLANS

WHEREAS, LYNX is the sponsoring employer of the LYNX Money Purchase Plan, LYNX Defined Contribution Plan for BU Employees, LYNX Deferred Compensation Plan, and Amalgamated Transit Union 1596 Pension Plan (collectively, the "Plans"); and

WHEREAS, Article II of the Plan authorizes the Employer to appoint three members to the Plan's Board of Trustees; and

WHEREAS, the Employer wishes to re-appoint Brian Anderson to the Board of Trustees of the Plan, effective, January 1, 2027.

NOW, THEREFORE, BE IT RESOLVED THAT: Brian Anderson is hereby re-appointed, effective January 1, 2027, to the following positions:

- Member of the Administrative Committee for the LYNX Money Purchase Plan
- Member of the Board of Trustees for the LYNX Money Purchase Plan
- Member of the Administrative Committee for the LYNX Defined Contribution Plan for BU Employees
- Member of the Board of Trustees for the LYNX Defined Contribution Plan for BU Employees
- Member of the Administrative Committee for the LYNX Deferred Compensation Plan
- Member of the Board of Trustees for the LYNX Deferred Compensation Plan
- Member of the Board of Trustees for the Amalgamated Transit Union 1596 Pension Plan

APPROVED AND ADOPTED the ____ day of _____, 2026 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: Governing Board

_____
Chairman

ATTEST:

_____
Secretary

Consent Agenda Item #5.D. iii

To: **LYNX Finance & Audit Committee**

From: **Terri Setterington**
DIRECTOR OF HUMAN RESOURCES
Terri Setterington
Technical Contact

Phone: **407.841.2279 ext: 6106**

Item Name: **Authorization to Update the Employee Leave Benefits Policy, Equal Employment Opportunity Policy, and HIPAA Policy**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to update the Employee Leave Benefits Policy, Equal Employment Opportunity Policy, and HIPAA Policy.

BACKGROUND:

These Policies are established in accordance with the Authority's Administrative Rule 3 which governs Human Resources. With respect to Authority employees who hold positions represented by the Amalgamated Transit Union (Local Chapter 1596 or Local Chapter 1749), the Authority's Administrative Rules and Policies shall control the terms and conditions of employment. To the extent the Collective Bargaining Agreement ("CBA") conflicts with the Administrative Rules and Policies, the CBA shall control.

It is necessary to review and update policies and/or procedures from time to time. These policies are being updated address operational challenges as well as reflect regulatory changes. They are also being updated to reflect recent changes made during collective bargaining and to keep administrative employees in line with those changes.

Equal Employment Opportunity Policy	Add language back into the policy that was inadvertently removed during the last update regarding an employee's responsibility to cooperate during an investigation and maintain confidentiality during the course of the investigation.
Employee Leave Benefits	Add Veterans Day as an observed holiday. Changes additionally require employees to work their scheduled day prior and scheduled day after the holiday to be eligible for holiday pay. Language clarifying the use of unpaid time off.
HIPAA Policy/Business Associate Policy	Policy designates the Authority as a Hybrid Entity.

FISCAL IMPACT:

There is no fiscal impact.

HUMAN RESOURCES POLICY/PROCEDURE	
OFFICE OF PRIMARY RESPONSIBILITY: **Human Resources**	**EFFECTIVE DATE: 10/22/26** **Revision Date:** **Replaces:**
SUBJECT: Business Associate Policy	
Approved By _____ **Tiffany Homler Hawkins** **Chief Executive Officer, LYNX**	

SCOPE:

This Policy is implemented in accordance with the Authority's Administrative Rule 3 which governs Human Resources. With respect to Authority employees who hold positions represented by the Amalgamated Transit Union (Local 1749 and Local 1596), to the extent there is a discrepancy between a policy or practice in this Policy, or a separate governing Administrative Rule, and a provision within the operative collective bargaining agreement ("CBA"), the CBA shall prevail only with respect to specific provisions relating to an employee represented through such an agreement.

POLICY:

The Central Florida Regional Transportation Authority (hereinafter "Authority") will enter into business associate agreements in compliance with the relevant provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended. The Authority will allow its business associates to create, receive, maintain, or transmit protected health information (PHI) on its behalf, if the Authority obtains satisfactory written assurance that the business associate will appropriately maintain the privacy and security of the PHI and fulfill HIPAA business associate obligations.

HIPAA was amended by the American Recovery and Reinvestment Act of 2009 (ARRA), to provide that business associates must adopt 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316 (Administrative, Physical, and Technical Safeguards, and related documentation of policies and procedures). These procedures reflect the requirements of ARRA.

1. Procedures

1.1 The Authority will enter into business associate agreements in compliance with the relevant provisions of HIPAA, as amended, to establish the permitted and required uses and disclosures of PHI. These business associate agreements must be entered into following the specifications of 45 C.F.R. § 164.504(e).

1.2 Business associates include (other than a member of the workforce of the Authority): anyone who provides a service on behalf of the Authority that involves creating, receiving, maintaining, or transmitting PHI for a function or activity regulated by the HIPAA Privacy Rule, including claims processing or administration, cloud service providers, data analysis, processing or administration, utilization review, quality assurance, certain patient safety activities, billing, benefit management, practice management, and repricing; or a person who provides legal, actuarial, accounting, consulting, data aggregation, research, management, administrative, accreditation, IT support, or financial services to the Authority. Subcontractors that create, receive, maintain, or transmit PHI on behalf of a business associate also are business associates. In addition, if the Authority conducts business with a contractor that provides data transmission services of PHI and requires access to such information (for example, Health Information Exchange; Regional Health Information Organization or e-Prescribing Gateway) or a vendor that allows the Authority to offer workforce members access to a Personal Health Record, that contractor will be treated as a business associate.

At a minimum, persons and organizations that provide the following types of services involving the use or disclosure of PHI to or on behalf of the Authority are considered business associates:

- Health care clearinghouse.
- Fundraising or marketing entity.
- Data analysis or data aggregation of any kind, including services that de-identify PHI.
- Professional services, such as consulting, legal, accounting, auditing, actuarial, management or administration, or financial.
- Accreditation.
- Electronic data processing, including hardware and software maintenance.
- Photocopying medical records and other sources of PHI.
- Document shredding.
- Repricing (such as services performed by a preferred provider organization (PPO) to apply negotiated discounts to claims).
- Storage of PHI, whether in paper or electronic form.
- Outsourcing services, such as billing or collections.
- Website hosting.
- Collection of PHI from patients.
- Claims-related external review activities.
- Vendor of PHI for Central Florida Regional Transportation Authority.
- Health Information Exchange Organization.
- Regional Health Information Organization.
- E-Prescribing Gateway.
- Other persons that facilitate data transmissions for PHI and that require routine access to PHI.
- Persons that offer a personal health record to one or more individuals on behalf of the Authority.

1.3 No member of the Authority's workforce is permitted to disclose PHI to a business associate or subcontractor (collectively, BA), or to allow a BA to obtain PHI on behalf of the Authority unless a written contract (or other written arrangement) has been executed between the and the BA. This agreement/written document must include provisions that meet the standards listed in this policy.

2. Obligations and Activities of BA

2.1 Use and Disclosure Obligations: A BA must not use or further disclose PHI other than as permitted or required by the BA agreement or as required by law.

2.2 Reporting Obligation: Upon report of an unauthorized use or disclosure of PHI or other material breach of the BA agreement, the Authority will initiate appropriate action up to, and including, the termination of services of the BA or vendor and/or reporting of the breach to the Secretary of the U.S. Department of Health and Human Services (Secretary). The Authority's Privacy Officer will determine the level of sanction required for a particular breach.

2.3 Contractors that do not require PHI in order to fulfill their contractual responsibilities to the Authority are not considered BAs. However, because such Contractors may encounter PHI incidentally in the process of performing their duties under their contracts, and because the Authority has a duty to safeguard PHI, all Authority contracts for services will contain a basic confidentiality clause.

3. BA Agreements

3.1 The BA must sign the BA agreement prior to performing any services. No access to PHI will be allowed, no account will be set up, and no money will be paid for products or services until the contract is signed.

3.2 Contract renewal will be monitored for continued HIPAA compliance by the Authority's Privacy and Security Officer.

4. BA Agreement Provisions

The contract between the Authority and a BA must provide that the BA will:

4.1 Use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in the agreement. The BA will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Authority;

4.2 Ensure that any agents, including subcontractors, to whom it provides PHI, agree to abide by the same restrictions and conditions that apply to the BA with respect to PHI, and to implement reasonable and appropriate safeguards to protect it;

4.3 Report to the Authority any use or disclosure of PHI not provided for under the agreement and any security incident, as defined by HIPAA, of which it becomes aware;

4.4 Mitigate, to the extent practicable, any harmful effect that is known to the BA of a use or disclosure of PHI by the BA in violation of the requirements of the agreement;

4.5 Authorize termination of the agreement by the Authority, if the Authority determines that the BA has violated a material term of the agreement;

4.6 Document such disclosures of PHI and information related to such disclosures as would be required for the Authority to respond to a request by an individual for an accounting of disclosure of PHI in accordance with 45 C.F.R. § 164.528;

4.7 Charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4);

4.8 Make available to the Authority, in a time and manner designated by the Authority, information necessary for the Authority to give individuals their rights of access, amendment, and accounting in accordance with HIPAA. The BA also must agree to incorporate any amendments made or agreed to by the Authority with respect to PHI in the possession of the BA;

4.9 Report to the Authority any breach of unsecured PHI within five (5) business days of "discovery" in accordance with the Health Information Technology for Economic and Clinical Health (HITECH) Act. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, or disclosed in connection with such breach;

4.10 Provide any additional information reasonably requested by Central Florida Regional Transportation Authority for purposes of investigating the breach and any other available information that the Authority is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter if information becomes available. A BA's notification of a breach of unsecured PHI must comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of the ARRA and related guidance issued by the Secretary from time to time;

4.11 Agree to provide notification of any breach of unsecured PHI to individuals, the media (if applicable), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the regulations thereunder, subject to the prior review and written approval by Central Florida Regional Transportation Authority of the content of such notification;

4.12 Agree that in the event of the BA's use or disclosure of unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, the BA bears the burden of demonstrating that notice as required to the Authority was provided, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a breach of unsecured PHI;

4.13 Comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law;

4.14 Agree that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be limited to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time;

4.15 Make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and breach of any unsecured PHI received from the Authority, or created or received by the BA on behalf of the Authority, available to the

Authority (or the Secretary) for the purpose of the Authority (or the Secretary) determining compliance with the HIPAA Privacy Rule (as defined in 45 C.F.R. Part 160 and Subparts A and E of Part 164);

4.16 Maintain and document disclosures of PHI and breaches of unsecured PHI and any information relating to the disclosure of PHI and breach of unsecured PHI in a manner as would be required for the Authority to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and breaches of unsecured PHI;

4.17 Provide to the Authority, or to an individual at the Authority request, any relevant information collected by the BA, to permit the Authority to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and breaches of unsecured PHI;

4.18 Account for any disclosure of PHI used or maintained as an electronic health record (EHR) in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the BA made on behalf of the Authority only during the three years prior to the date on which the accounting is requested [from the Authority /directly from the BA;]

4.19 Comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time;

4.20 Acknowledge that, as of the effective date of the Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. §§ 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of the agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements;

4.21 To implement administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Authority as required by the HIPAA Security Rule (as defined in 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316). Acknowledge that, (i) the foregoing safeguards, policies, and procedures requirements apply to the BA in the same manner that such requirements apply to the Authority, and (ii) the BA is liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. §§ 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

4.22 Require that any agent, including a subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI;

4.23 Retain the documentation required by the agreement for six years from the date of its creation or the date when it last was in effect, whichever is later;

4.24 Termination for Cause. If either party discovers a material breach by the other party, the breaching party will have the opportunity to cure the breach or end the violation. If the breaching party does not cure the breach or end the violation within a reasonable time not to exceed thirty (30) days from the notification of the breach, or if a material term of the agreement has been breached and

a cure is not possible, the non-breaching party may terminate the agreement, upon written notice to the breaching party;

4.25 Return all of the PHI received from the Authority, or created or received by the BA on behalf of the Authority, to the Authority, in a format that preserves the PHI's accessibility and usability, upon termination of the agreement. All PHI that cannot be returned shall be destroyed. This requirement also applies to all PHI that is in the possession of agents or subcontractors of the BA. The BA, including its agents and subcontractors, should not retain any copies of the PHI. If the BA determines that returning or destroying the PHI is not feasible, the BA will provide Central Florida Regional Transportation Authority has agreed that the BA agreement will be subject to such indemnification provisions, then the Authority should ensure that it is specifically indemnified in the BA agreement for particular breaches of the agreement, such as failure to comply with the breach notification requirements. Otherwise, the Authority should be indemnified in the BA agreement for claims arising out of the BA's breach of the agreement, negligence, or wrongful acts or omissions by the BA or its agents or subcontractors.

HUMAN RESOURCES POLICY/PROCEDURE	
OFFICE OF PRIMARY RESPONSIBILITY: **Human Resources**	**EFFECTIVE DATE: 10/01/2023** **Revision Date: ~~N/A~~10/22/2026** **Replaces: Military Leave (HR-023), Exempt Employees – Administrative Days (HR-019), Family and Medical Leave Act Policy (HR-003), Holiday (HR-021), Sick Leave Policy (HR-029), Vacation**
SUBJECT: Employee Leave Benefits	
Approved By _____ **Tiffany Homler Hawkins** **Chief Executive Officer, LYNX**	

SCOPE:

This Policy is implemented in accordance with the Authority's Administrative Rule 3 which governs Human Resources. With respect to Authority employees who hold positions represented by the Amalgamated Transit Union (Local 1749 and Local 1596), to the extent there is a discrepancy between a policy or practice in this Policy, or a separate governing Administrative Rule, and a provision within the operative collective bargaining agreement ("CBA"), the CBA shall prevail only with respect to specific provisions relating to an employee represented through such an agreement.

POLICY:

Leave/ Leaves of Absence

Leave and Requests for Leave Generally. The Authority believes that providing time away from work to its employees to relax, to recuperate, to address family and/or personal matters, and to attend to civic duty and military obligations is critical to the ongoing health and wellbeing of both the employee and the organization. It is therefore the policy of the Authority to provide employees the opportunity to balance their work and family life by taking leave for certain qualifying reasons as provided for herein.

Employees are required to submit all requests for leave to their supervisors or when it relates to Family and Medical Leave (FMLA), to Human Resources.

Unpaid Leave of Absence. After an eligible employee has exhausted their paid vacation and sick leave, and where an employee is not eligible for FMLA leave or has exhausted such leave, for certain extenuating circumstances, the Authority may grant an unpaid leave of absence to an eligible employee. The decision to grant a leave of absence will be based on the business needs of the Authority, the circumstances of the employee's requested leave and any federal or state law requirements governing such leave. Human Resources and the employee's Department Director as applicable, must approve the leave. Only those

employees who have at least six (6) months of consecutive service with the Authority will be eligible for consideration of a leave, unless the law requires otherwise, such as to accommodate a qualified disability.

Unless the law requires otherwise, generally, the maximum amount of time that will be granted for an unpaid leave of absence is thirty (30) days; however, in special circumstances as determined by the Authority in its discretion, or if required by law, a request for unpaid leave in excess of 30 days may be granted. Requests for a reduced leave schedule or intermittent leave will be provided if required by law, such as to accommodate a qualified disability.

All requests for a leave of absence must be made in writing and are to be submitted confidentially to their Manager and/or Human Resources. The written request must indicate the reason for the leave, the duration of the leave, and the starting and anticipated ending dates of the leave. The Authority may require written medical or other appropriate verification to confirm the need for the leave. Upon returning from a leave, medical documentation is required in the way of a medical certification, confirming that the employee is able to return to work stating that the employee is able to perform the duties of the position for which the employee was hired or indicating work limitations, if any, and the duration of those limitations. The essential job functions are available from Human Resources. It is the employee's responsibility to obtain these documents from Human Resources.

An employee must provide thirty (30) calendar days advance notice when the need for the leave of absence is "foreseeable." For instance, if medical treatments or other events are planned. An employee that fails to give the required thirty (30) calendar day advanced notice for foreseeable leave may have their request denied or the leave delayed until thirty (30) calendar days after the date the employee provides the required notice. In emergency situations, a written request must be submitted as soon as possible.

No benefits will accrue while an employee is on an unpaid leave of absence under this policy. Paid holidays are not provided to an employee who is on leave. If the leave is approved, the employee will be advised as to his or her responsibility to make premium payments to continue the employee's health insurance coverage (COBRA) during the leave of absence. The employee's supervisor will complete the appropriate Employee Change Form to notify Human Resources when an employee is going on an unpaid leave of absence.

Upon the expiration of the leave, the employee may be returned to their former position, if available. If the employee's position is not available, the employee may be offered another position, if available, for which they are qualified. This may be at a different pay rate. If no position is available (for which the employee meets the job qualifications for) when the employee is able to return to work, the employee will be terminated and may then apply for the next available position for which they meet the job qualifications for. Absent special circumstances, employees whose leave lasts longer than the approved time, will be separated from employment, and employees who fail to return from leave will be presumed to have resigned. Employees, who refuse a job offer, even if it is a different job at a lower pay rate, will be separated from employment.

Unpaid time off. The Authority does not permit employees to take unpaid time off when they have insufficient sick and/or vacation time available. All time away from work must be covered by approved paid time off balances or other authorized leave as outlined in this policy.

Administrative Leave. On an annual basis, all unrepresented employees (excluding regular part-time and temporary unrepresented employees) who are exempt from the overtime provisions of the FLSA and who are not on a performance improvement plan will receive up to five (5) days of Administrative Leave annually based on the following:

Directors and Above – 5 days

Managers and Senior Managers – 4 days

All other exempt Administrative employees – 3 days

To qualify for Administrative Leave, employees must have worked 1200 hours in the previous year (except for employees hired within the previous calendar year) and must have maintained satisfactory performance during the same period. Employees hired within the previous calendar year will earn Administrative Leave on a pro-rata basis provided they worked enough hours to earn a minimum of eight (8) hours of Administrative Leave.

Administrative Leave shall be granted on January 1 of each year. Administrative Leave must be used in the calendar year in which it is granted and may not be cashed out or carried forward to the following year.

Military Leave. The Authority will comply with all federal and state laws regarding military leave. Employees who are reserve members of the United States military or who are members of the Florida National Guard shall be entitled to an appropriate leave of absence from their respective duties for such time as they are ordered to military service or field training status in accordance with applicable federal and state laws.

Employees who are reserve members of the United States military or who are members of the Florida National Guard shall be entitled to paid military leave not to exceed 17 working days in a one-year period for training ordered under the provision of the U.S. military or naval training regulation for such persons.

An employee who serves in the Florida National Guard is eligible for paid military leave not to exceed 30 calendar days at any one time for periods of active state duty pursuant to Fla. Stat. §§ 250.28 or 252.36.

Eligible employees may request Military Leave at any time following their date of hire. Employees called to active/training duty or to Reserve or National Guard training, or who volunteer for same, must submit copies of their military orders for active or reserve duty to the Human Resources Director as soon as possible (unless the employee is unable to do so because of military necessity, or because it is otherwise impossible or unreasonable) so the appropriate arrangements may be made. Employees should advise the Human Resources Director of their training schedule and/or other related military obligations (such as for an examination to determine fitness to perform service) as far in advance as possible.

Bereavement Leave. Administrative Employees may take up to five (5) days off with pay in the event of a death of an immediate family member who is defined as the employee's spouse, children of either spouse, parents of either spouse, grandparents or great-grandparents of either spouse, brother, sister, brother-in-law or sister-in-law or uncle or aunt of the employee.

Leave for Jury Duty and Authority Legal Proceedings. Administrative Employees required to serve on a jury will be paid their regular wages during their jury service, calculated as if they had worked their regular shift. Employees who are summoned for jury duty must immediately notify their supervisor of their

anticipated absence and provide a copy of the jury summons to their Manager. Employees must immediately return to work following their completion of jury service. If the Authority requires an Employee to attend legal proceedings involving the Authority, the Employee will be paid for their regularly scheduled shift.

Domestic Violence Leave. Florida law requires the Authority to allow employees to take three (3) working days of leave within a 12-month period if the employee or a family or household member is the victim of domestic violence and if the leave is sought for specific reasons related to the domestic violence. (741.313, F.S.) Employees should direct requests for domestic violence leave to Human Resources.

Vacation Policy

Authority Administrative employees who meet the eligibility and use requirements pursuant to applicable laws and regulations and then-current Authority policies and procedures are eligible to accrue paid vacation leave as a part of the then-current Authority's employment benefit package.

> Appointed Positions; Negotiated Accrual Rate. The Authority CEO reserves the right to adjust the annual accrual of vacation leave to Employees in appointed positions as part of a hiring agreement.

All regular full- and part-time Administrative employees are eligible for vacation leave. All vacation leave accrual is based upon the employee's length of service. Vacation accrual begins on the first day of full- or part-time employment and may not be taken until at least six (6) months of employment has been completed without a break in service. Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay does not include overtime or any special forms of compensation such as shift differentials. On an annual basis, upon written request to Human Resources (on the approved form) an Administrative employee may receive a maximum of forty (40) hours of vacation pay in lieu of taking the time off.

If a holiday falls during the employee's approved paid vacation leave, the day will be charged to holiday pay, as applicable, rather than vacation pay.

Vacation Accrual Schedule

Regular full-time Administrative employees will accrue paid vacation leave according to the following:

	Annual Accrual	Per Pay Period
Less than 5 years of service	**2 weeks (10 days)**	**3.08 hours**
5 to 9 years of service	**3 weeks (15 days)**	**4.62 hours**
10 to 14 years of service	**4 weeks (20 days)**	**6.16 hours**
More than 15 years of service	**5 weeks (25 days)**	**7.70 hours**

Regular part-time Administrative employees who work at least 20 hours per week (1,040 hours per year) are eligible for vacation on a pro-rata basis. The length of the vacation will be determined on the same basis as for regular full-time Administrative employees but accrued at one half the accrual rates as accrued by a full-time Administrative employee. Regular part-time Administrative employees working less than 20 hours per week, temporary/casual workers and student interns are not eligible for and do not receive paid vacation time.

Regular part-time Administrative employees will accrue paid vacation leave according to the following:

	Annual Accrual	Per Pay Period
Less than 5 years of service	**1 week (5 days)**	**1.54 hours**
5 to 9 years of service	**1.5 weeks (7.5 days)**	**2.31 hours**
10 to 14 years of service	**2 weeks (10 days)**	**3.08 hours**
More than 15 years of service	**2.5 weeks (12.5 days)**	**3.85 hours**

Directors and above will accrue paid vacation according to the following:

	Annual Accrual	Per Pay Period
Less than 5 years of service	**3 weeks (15 days)**	**4.62 hours**
5 to 9 years of service	**4 weeks (20 days)**	**6.16 hours**
10 or more years of service	**5 weeks (25 days)**	**7.70 hours**

Employees who feel that there is a discrepancy in the calculation of their vacation pay or eligibility may request a review of that calculation by the Human Resources Department.

Vacation Bank and "Use or Lose". Regular full-time and part-time Administrative employees are allowed to "bank" up to two (2) times their annual accrual of vacation time. As noted above, on an annual basis. All employees with vacation leave in excess of the allowed time in their vacation "bank" must use the excess by the last day in the **26th pay period of each calendar year or lose it prior to the start of the next pay period. Lost vacation time has no cash value and is not paid out to an employee.**

> Please be advised: the 26th pay period of the calendar year coincides with the LYNX payroll calendar and does not necessarily fall in the last two weeks of December.

Vacation Rate of Pay. Vacation pay for regular full-time and part-time Administrative employees will be paid at the employee's regular rate of pay and for the number of hours normally scheduled to work for the vacation period and generally will be paid on the regularly scheduled payday.

Request for Vacation Leave. To request vacation leave, employees should submit vacation requests to their supervisor at least two (2) weeks in advance of the requested vacation date. Employees must ensure that they have enough accrued vacation leave available to cover the dates requested. Employees are also responsible for tracking their "use or lose" balance and scheduling their time appropriately. Employees may use vacation in full day or half-day segments only. Management reserves the right to designate when some or all vacations must be taken.

Requests will be approved based on a number of factors, including but not limited to organization / department operating and staffing requirements. The supervisor will approve / deny the request within a reasonable amount of time (ideally within 3 business days). In the event the request is denied, the supervisor will provide an appropriate reason on the request.

Management reserves the right to rescind approved vacation when it is in the best interest of the Authority to do so. In the event vacation has been scheduled and rescinded based on business need

and the employee is in jeopardy of "use or lose" situation a reasonable exception will be made. A request must be submitted by the employee to their supervisor who forwards the request to the head of the department, and then the department head submits it to the CEO for final approval.

Accruals and Use During Leaves of Absence. Employees continue to accrue vacation while on paid leave and unpaid FMLA leave, but do not accrue vacation leave time while out pursuant to the Authority's Unpaid Leave of Absence Policy. Employees on a leave of absence, other than a military leave of absence, are required to use all accrued paid time as part of the leave.

Termination. If employment is terminated, accrued unused vacation leave that has been accrued through the last day of active employment will be paid at the employee's base rate of pay at termination up to the cap of up to two (2) times the employee's annual accrual of vacation time. Any amounts in excess of the cap is not paid out and has no cash value. In the event of the employee's death, the accrued unused vacation leave (up to the cap) will be paid to the employee's estate or designated beneficiary.

Holidays. If a designated holiday falls within an employee's vacation period, the employee will be paid holiday pay, if eligible, for the holiday. All employees eligible for holiday pay must declare the holiday on the timesheet that they turn in at the end of the pay period in which the holiday occurred.

Holiday Policy

The Authority designates and observes certain days each year as Holidays. Eligible Employees on the Authority's active payroll are entitled to the following paid Holidays:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	The Friday following Thanksgiving Day
Christmas Day	December 25th
Employee's Birthday	Annual floating paid day off, available on or after the Employee's birthday. Forfeited if not used prior to birthday of the following year.
Employee's ____Employment Anniversary	Annual floating paid day off, available on or after the anniversary of your hire date. Forfeited if not used prior to next anniversary date.

A holiday that occurs on a Saturday or Sunday will be observed the preceding Friday or following Monday.

Note: Veteran's Day shall not be recognized as a paid holiday for employees represented by the Amalgamated Transit Union, Local 1749 unless mutually agreed upon during negotiations and ratified by the members and Board of Directors.

Eligibility. Part-time employees working less than twenty (20) hours per week, temporary/casual employees, and student interns are NOT eligible to receive holiday pay.

Non-Exempt employees.

- If you are not required to work on the holiday, you will be paid holiday pay at your regular pay rate for the number of hours normally scheduled to work on the workday.
- If you are required to work on the holiday, you'll be paid your regular wages for hours worked, and at management's discretion you may either (1) receive additional holiday pay at your regular pay rate for the number of hours you are normally scheduled to work on a workday, or (2) choose another day off (for the number of hours you were scheduled to work on the holiday) within the same workweek as a substitute holiday.

Holidays will not be calculated as time worked for purposes of calculating overtime compensation.

Exempt employees. Exempt employees who are **required** to work during the holiday, will receive their regular day's wages plus a day off that must be used within thirty days after the holiday, at management's discretion. This may be waived by the Department Director, if, at the convenience of the department, the employee cannot be relieved from duty within 30 days after the holiday. Exempt employees who do not work on the holiday will be paid their regular day's wages for the holiday.

Holiday on Leave Day. Holidays which occur during scheduled vacation leave, shall be charged to holiday leave and not to vacation leave. When a holiday falls within a period of a leave of absence without pay, the employee will not be paid for the holiday. An employee who is scheduled to work on the day observed as a holiday and who calls in sick will be required to submit a doctor's note upon their return to work to receive holiday pay. If a doctor's note is not provided upon the return to work, the employee will be charged with sick leave and will not receive pay for the holiday. In order to receive holiday pay, an employee who is eligible for holiday pay must declare the holiday on the timesheet that they turn in at the end of the pay period in which the holiday occurred.

Employees must work their scheduled shift prior to the holiday, the holiday if scheduled, and their scheduled shift after the holiday to be eligible for holiday pay.

Sick Leave

Full-time or part-time Administrative employees, working at least 20 hours per week, are covered by this Sick Leave policy. With each continuous month of employment full-time employees earn one full day of paid sick time or 4 hours if part-time, that can be used because of illness or injury.

Employees continue to accrue sick leave while on paid leave and unpaid FMLA leave, but do not accrue sick leave time while out pursuant to the Authority's Unpaid Leave of Absence Policy. Employees on a

leave of absence, other than a military leave of absence, are required to use all accrued paid sick time as part of the leave.

In order for an employee to be eligible to use sick leave, the employee must meet the requirements for call-in as established by their particular department. The general rule is for an employee to contact their supervisor at least one-hour before the employee's start time, or as soon as possible before the employees' report to work time.

In the event an employee is absent for three (3) consecutive work days, the supervisor may, at their discretion, request a note from the employee's physician verifying the employee's illness.

Administrative employees have the option to cash-in sick hours that have been accumulated in excess of 300 hours or 150 hours part-time. Cash-in may be requested in segments of 8 hours up to the cap of 96 hours. Cash-in may be requested during the month of October for payment in November. The cash-in form is available from Human Resources or Payroll during October each year.

An Administrative employee, who resigns in good standing, may be eligible to cash in up to 96 hours of sick leave. Any employee who is terminated from Authority employment, for any reason, will not be eligible to cash in any sick leave hours.

An employee who attains the age of 62 years and elects to retire from their employment with Authority, will be paid for all accrued and unused sick leave pursuant to the schedule below, or up to a maximum of 96 hours, whichever is greater:

- 0 to 9 years of service 50%
- 10 to 14 years of service 60%
- 15 to 19 years of service 75%
- 20 or more years of service 100%

Family Medical Leave

The Authority provides Eligible Employees with leave in accordance with the federal Family and Medical Leave Act ("FMLA"). A copy of the Authority's FMLA Policy is attached as Appendix A. Employees who wish to request FMLA Leave or who have questions regarding the FMLA or the Authority's FMLA policy should contact Human Resources.

Exceptions:

Any exceptions to this policy must be pre-approved by the Chief Executive Officer.

Appendix A to Employee Manual

Family and Medical Leave Act Policy

SCOPE AND AUTHORITY

This policy applies to all employees of the Authority. All employees are directed to review the Department of Labor Notice to Employees referenced as "Employee Rights and Responsibilities Under the Family and Medical Leave Act" (WHD Publication 1420) included at the end of this policy and incorporated herein.

POLICY

It is the policy of the Authority to provide eligible employees with leave for certain qualifying reasons, including for qualifying basic leave and military family leave, in accordance with the FMLA. The leave is without pay, pursuant to the conditions set out in this policy.

DETERMINATION OF LEAVE PERIOD

The Authority will grant eligible employees up to 12 weeks of Basic Leave (explained below) or unpaid Qualifying Exigency Leave, during a "rolling" 12-month period measured backward from the date an employee uses any Family and Medical Leave.

The Authority will grant eligible employees who are qualified military Caregivers (explained below) up to 26 weeks of family and medical leave, during a "rolling" 12-month period, measured forward from the first day of such leave.

Eligible employees taking time off to care for a Covered Servicemember or Covered Veteran are limited to a combined total FMLA leave of twenty-six (26) weeks.

Employees with questions or complaints regarding the FMLA should contact Human Resources.

ELIGIBILITY

To be "eligible" for FMLA leave under this policy, an employee must meet all of the following conditions:

- Be currently employed by the Authority;
- Have worked for the Authority for at least 12 months;
- Have worked for at least 1,250 hours during the 12 month period preceding the start of the leave and/or was on a leave of absence from work due to or necessitated by USERRA-covered service); and
- Is employed at a job site where there are 50 or more employees within a 75 mile radius.

REASONS FOR LEAVE

In accordance with applicable regulations and the FMLA the following types of leave are provided:

1. Basic Leave: Eligible Employees will be granted a total of up to 12 weeks of unpaid leave for the following reasons:

a. Care for the employee's child following birth, or placement with the employee of a child for adoption or foster care.

This leave applies equally to male and female employees. The father, as well as the mother, can take FMLA leave for the birth, placement for adoption or foster care of a child. However, an expectant mother may also take FMLA leave before the birth of a child for prenatal care or if her condition makes her unable to work as explained in subsection c below.

An employee may be entitled to take FMLA leave prior to the actual placement or adoption of a child if his/her absence from work is required for the placement for adoption or foster care to proceed.

Leave taken in connection with the birth, adoption or placement of a child for foster care or the care of a child following birth, adoption or placement of a child for foster care must be concluded within a 12-month period beginning on the date the qualifying event occurs. For family/bonding leave, LYNX only allows consecutive leave. Intermittent leave will not be granted.

b. Care for an immediate family member (spouse, child, parent) with a serious health condition.

An employee can take leave for the care of a spouse (includes lawful same sex marriages), son, daughter, parent (but not a parent-in-law), or “in loco parentis” parent when it can be medically certified that the family member has a "serious health condition" and the employee is "needed to care for" the family member.

c. Employee’s own serious health condition that renders the employee unable to perform one or more essential functions of his or her job (including for incapacity due to pregnancy, prenatal medical care or childbirth).

An employee can take leave when it can be medically certified that "the employee is unable to perform the functions of his/her position," as a result of a "serious health condition" stemming from an injury or illness which occurred on or off the job. FMLA leave may be taken on an intermittent or reduced schedule basis when it can be certified that a medical necessity for such leave exists.

2. Military Family Leave:

a. Military Caregiver Leave: Eligible Employees will be granted a total of up to 26 weeks of unpaid leave to care for a Covered Servicemember or Covered Veteran. An employee requesting this type of leave must provide the Certification of Serious Injury or Illness of the Covered Servicemember – For Military Family Leave or the Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave. These certifications are not tied to a serious health condition as for other types of leave. In order to take leave to care for a Covered Servicemember or Covered Veteran, the Eligible Employee must be the spouse, son, daughter, parent, or Next of Kin of the Covered Servicemember or Covered Veteran.

b. Qualifying Exigency Leave: Eligible Employees with a Military Member who is on covered active duty or call to covered active duty status (or has been notified of an

impending call or order to covered active duty), may use their 12-week leave entitlement to address certain "qualifying exigencies." Qualifying exigencies include short notice deployments (7 or fewer days), military events and related activities, arranging for alternative childcare and school activities, providing immediate child care; enrolling or transferring a child to a new school or day care facility, attending meetings with staff at a school or daycare facility, providing immediate care to a parent, arranging for alternative parental care, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility; addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation attending post-deployment reintegration briefings, and additional activities as agreed to by the Authority and the employee.

RETROACTIVE DESIGNATION OF FMLA LEAVE

The Authority may retroactively designate leave as FMLA leave, upon appropriate notice to the employee, where the retroactive designation does not cause harm or injury to the employee, or otherwise by mutual agreement as allowed by the FMLA.

LIMITATIONS ON LEAVE ENTITLEMENT

The following provisions, as well as those provided in law or specified elsewhere in this policy will apply when determining an employee's entitlement for FMLA leave.

Both Spouses Employed by the Authority

A married couple in which both spouses are employed by the Authority and are eligible for FMLA leave shall be limited to a combined total of 12 weeks of leave during any 12-month period if the leave is taken for the birth of a child, adoption or placement of a child in foster care, to care for the child following birth or placement.

For Military Caregiver Leave (to care for a Covered Servicemember or Covered Veteran), both are entitled to a total of 26 weeks of leave during any 12-month period to care for their own family member who is a covered service member.

For non-Military Caregiver Leave, if one spouse is ineligible for FMLA leave, the other spouse would be entitled to a full 12 weeks of FMLA leave for qualified conditions.

Where both spouses use a portion of the combined entitlement of FMLA leave for one of the purposes listed above, each spouse would each be entitled, for a purpose other than those set forth above, to the difference between the amount he/she has taken individually and the entitled weeks of FMLA leave.

PAID OR UNPAID LEAVE

When the employee has accumulated and/or accrued paid leave the employee **must use all available paid leave** (e.g., sick leave, vacation leave, administrative leave, etc.) until the paid leave is exhausted. Once paid leave is exhausted, the remainder of the FMLA leave period will be unpaid leave. Employees who take FMLA leave will not lose any previously accrued seniority or length of service or accrued sick or vacation time, or administrative time, to the extent it is not substituted for FMLA leave. Paid holidays will be provided to an employee who is on unpaid FMLA leave.

The following provisions, as well as those provided in the law and as specified elsewhere in this or other Authority policies and collective bargaining agreements, will be applied when determining when FMLA leave is paid or unpaid.

An employee who is taking leave must first use all accumulated unused sick time followed by accrued administrative leave and vacation leave. Sick time and vacation time will continue to accumulate, or accrue, as applicable, while on paid and unpaid FMLA leave and the time will be applied to the FMLA leave time. After all paid leave is exhausted, the remainder of the FMLA leave period will be unpaid leave.

Simultaneous Absences such as for Worker's Compensation

Employee leave of absences will run at the same time. For example, an employee may incur a non-work related illness or a work-related illness or injury that also causes a "serious health condition" making the employee unable to perform the functions of his/her position within the meaning of the FMLA. In such circumstances, any time off approved for the work related injury will also count against the employee's twelve (12) week FMLA Basic Leave entitlement. Where the employee is receiving workers' compensation paid benefits, the provisions for substitution of paid leave (i.e., accumulated sick time, accrued personal days, and accrued vacation) are not applicable, but available unused paid time off must be used to cover any elimination period before the workers' compensation benefits are paid.

However, if the health care provider treating the employee for the worker's compensation injury certifies that the employee is able to return to a light duty job, but is unable to return to the same or equivalent job, the employee may decline the employer's offer of a light duty job. As a result, the employee may no longer qualify for worker's compensation benefits, but if supported by the medical certification, the employee may still be eligible to remain on FMLA leave until the 12-week period is exhausted. The provisions for substitution of paid accrued and unused leave will become applicable and applied as of the date worker's compensation benefits cease.

INTERMITTENT LEAVE OR A REDUCED WORK SCHEDULE

Intermittent leave is a leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday. Leave due to a Qualifying Exigency may be taken intermittently or on a reduced work schedule. Employees may not take intermittent or reduced leave for the birth or placement of a child. In the case of serious health conditions, or for the care of Covered Servicemembers or Covered Veterans, leave may be taken intermittently or on a reduced leave schedule when medically necessary. In such cases, the health care provider must submit a declaration stating why the leave must be granted on an intermittent or reduced schedule basis and the amount of time the leave on that basis will be needed. Employees are expected to make a reasonable effort to schedule intermittent leave so as to not disrupt the operations of the Authority. If an employee requests intermittent or reduced leave for planned medical treatment or recovery from a serious health condition, then the employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave.

PROCEDURES AND RESPONSIBILITIES

PROCEDURES

REQUESTING LEAVE

All requests for FMLA Leave must be submitted to the Human Resources Department on an authorized FMLA Request Form. FMLA Request Forms can be obtained in the Human Resource Department or on the Self-Service Website. All leave requests will be reviewed for compliance with the intent and provisions of the FMLA and these policies and procedures. The completed request form must state the reason for the leave, the duration of the leave, and the starting and anticipated ending dates of the leave. Only Human Resources will approve eligible requests.

For employees needing time off for their own serious health condition, calling in "sick" without providing the reasons for the leave, will not be considered sufficient notice for FMLA leave under this policy. Further, an employee must respond to any questions posed to determine if the absence is potentially FMLA-qualifying. If an employee fails to explain the reasons for the FMLA leave, the leave may be denied. When an employee seeks leave due to an FMLA-qualified reason for which the Authority has previously provided FMLA-protected leave, the employee must specifically reference the qualifying reason for the leave or the need for FMLA.

Employees must provide the Authority 30 days advance notice of the need to take FMLA leave when it is foreseeable, i.e., for the birth or placement of a child for adoption or foster care, or for planned medical treatment. If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until 30 days from the date the Authority receives notice.

When it is not possible to formally request leave in advance, employees must provide the Authority such notice within five (5) business days of the qualifying event, or as soon as is reasonably practical. When advance notice is not practical, employees are expected to comply with the Authority's usual procedures for requesting leave as soon as it can be reasonably expected. Notice may be provided by an employee's spokesperson (e.g. spouse, adult family member, or other responsible party) if the employee is unable to do so personally.

An employee undergoing planned medical treatment is required to make a reasonable effort to schedule the treatment to minimize disruptions to the Authority's operations.

EMPLOYER NOTICE REQUIREMENTS

The Authority will post, in locations readily available to employees, a notice explaining employee rights under the FMLA.

The Authority will provide the employee with the following notification upon receipt of the employee's request for FMLA Leave:

- The leave will count against the annual FMLA entitlement;
- Which FMLA certification requirements apply;
- The applicant is required to exhaust available paid leave;
- The applicant should pay any medical premium payments for continuation of health care benefits**;**
- Should the applicant not pay while out on leave, he/she must make arrangements with the Authority for reimbursement; and,

- Reinstatement rights.

EMPLOYEE REQUIREMENTS

Employees requesting FMLA leave must provide the following:

- 30-day advance notice of the need to take FMLA leave when the need is foreseeable;
- Follow normal call on / call off procedures when returning from a qualified FMLA leave, when leave is unforeseeable;
- Verifications or medical certifications supporting the need for requested leave;
- If required, and at the Authority's expense, second or third medical opinions and periodic recertification; and,
- Periodic reports to the Authority during the leave period regarding the employee's status and intent to return to work.

CERTIFICATIONS

In the case of an employee's request for leave due to medical conditions, the Authority makes certain reasonable inquiries to determine if the FMLA leave is because of a serious health condition, and requests medical certification to support the need for such leave as outlined herein. The Authority also requests certification to support the need for Qualifying Exigency Leave, and for Caregiver Leave. Certifications are not required for leave to bond with a newborn child, or a child placed for adoption or foster care. Where the employee requests Basic Leave, the Authority may require a second or third opinion, at its expense, to determine if the requested leave is FMLA-qualifying. Should the first and second opinions differ, the Authority, at its expense, may require a third opinion. The third opinion shall be considered final.

Recertifications, if any, are at the employee's expense, and will be requested by the Authority in accordance with the FMLA which allows recertifications not more often than every 30 days, unless an employee requests an extension of the original authorized leave period, circumstances have changed since the original certification, or the Authority has information raising a question regarding the validity of the original certification.

An employee has an obligation to respond to the Authority's questions designed to determine whether an absence is potentially FMLA-qualifying. An employee's failure to timely provide the required certification form may result in the delay or denial of the requested leave and as a result unexcused absences could result in disciplinary action, including termination under the Authority's attendance policy, or applicable provisions of a collective bargaining agreement. Failure to respond to the Authority's inquiries regarding the leave request may result in a delay or denial of FMLA protection if the Authority is unable to determine whether the leave is FMLA-qualifying. Employees must return all medical certification documentation to Human Resources.

An employee who requests an extension (should the leave be for less than 12 weeks) of FMLA leave must submit his or her request for an extension, which includes the reason for the requested extension, to Human Resources prior to the expiration of the leave.

a. Certification of Serious Health Conditions for Basic Leave: The application for leave based on the "serious health condition" of the employee or the employee's spouse, child, or parent must be accompanied by a "Certification of Health Care Provider" completed by the

health care provider of the employee or the employee's ill or injured family member. A certification is required for a continuous, intermittent or reduced workday or workweek leave schedule. The Certification of Health Care Provider must be completed in its entirety.

If the FMLA leave is requested as a result of the employee's serious health condition, the medical certification must state that the employee cannot perform the essential functions of his or her job and must specifically list which essential functions cannot be performed. The employee must obtain from the Authority a statement of the essential functions of the employee's position and provide it to his or her health care provider along with the Authority's required Certification of Health Care Provider for Employee's Serious Health Condition form.

When leave is foreseeable, a completed Certification of Health Care Provider must be submitted to Human Resources within 15 days of notification of the necessity of a leave. In addition, recertification of medical necessity will be required in the time periods allowed under the FMLA which are generally every 30 days.

b. Certification of Qualifying Exigency: An employee requesting leave related to a Military Member must provide proof of the call-up or active military service at the time of the request. This documentation may be a copy of the military orders, including the member's Rest and Recuperation leave orders, or other documentation issued by the military setting forth the dates of the Military Member's leave. The employee must also provide the Authority with information regarding the qualifying reason for leave and amount of leave needed. A Certification of Qualifying Exigency for Military Family Leave form must be completed and returned to Human Resources within 15 days of notification of the necessity of a leave.

c. Certification of Military Caregiver Leave: An employee requesting Caregiver Leave must provide documentation of the Covered Servicemember's or Covered Veteran's qualifying illness, injury, recovery, or need for care at the time of the request. A Certification for Serious Injury or Illness of a Current Servicemember form must be completed by the employee or Covered Servicemember and health care provider and returned to Human Resources, or if applicable, a Certification for Serious Injury or Illness of a Covered Veteran form must be completed by the employee or Covered Veteran and health care provider and returned to Human Resources. These Certifications for Serious Injury or Illness must be submitted to Human Resources within 15 days of notification of the necessity of a leave.

Fitness for Duty Certification: Employees returning from FMLA leave as a result of their serious illness are required to provide a fitness-for-duty certification showing the employee can perform the essential job requirements. An employee not providing the required fitness-for-duty certification may be denied reinstatement, until such time as the certification is provided. Employees must contact Human Resources for the specifics of the required fitness for duty requirements and process.

CONTINUATION OF BENEFITS DURING LEAVE

During the time an employee is on paid FMLA leave, the Authority will continue the employee's group health benefits employee's during the leave period at the same level and under the same conditions as if

the employee were at work. The employer and employee's portion of the medical premium payment (if any) for the group health benefits will be paid in the customary manner.

While on unpaid FMLA leave, the employee is responsible for continuing to pay his or her portion of the medical insurance and other benefit premiums. If the employee is receiving paid time off the normal deductions for benefits will be taken from the employee's pay. Once paid time off is exhausted the employee is responsible to contact Human Resources and make a reimbursement arrangement to collect benefit premiums from the employees check once they return to work. If the employee is unable to return to work all past due premiums are due to the Authority at termination, as allowed by law.

If an employee chooses not to return to work for reasons other than a continued serious health condition, or circumstances beyond their control, the Authority may require the employee to reimburse the Authority the full amount it paid on behalf of the employee's behalf to maintain the employee's health insurance coverage and such other benefits as allowed under the FMLA, during the leave period. Request for reimbursement will be made as part of the normal separation procedure and as allowed by law. If the employee claims that he or she is not able to return because of the employee's continuing serious health condition, family member's serious health condition, Covered Servicemember's or Covered Veteran's serious injury or illness, then a medical certification to substantiate that claim is required to be furnished to the Company within 30 days from the date the employee's leave expired.

REINSTATEMENT

Employees who meet all requirements for reinstatement are entitled to a return to their original job or a job with equivalent status, pay, benefits and other employment terms which entails substantially equivalent skill, effort, responsibility and authority.

UNLAWFUL ACTS

The Authority will not interfere with, discharge or discriminate or retaliate against any employee attempting to exercise their rights under the FMLA.

ENFORCEMENT

The U.S. Department of Labor is authorized to investigate and resolve complaints of violations of the FMLA. Eligible employees may bring civil action against the Authority for violations. The employer is authorized to investigate and resolve complaints of violations of FMLA.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights.

DEFINITIONS

As used in this policy, the following terms shall have the meanings indicated, and the Authority also looks to the FMLA and its regulations for the meaning of other terms that are not specifically defined in this policy:

Covered Servicemember: A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or, a covered Veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness.

Military Member: The employee's spouse, son, daughter or parent who is a member of the Regular Armed Forces, including the National Guard and Reserves, who is on covered active duty or call to covered active duty status.

Covered Veteran: An individual of the Armed Forces (including a member of the National Guard or Reserves) and who was discharged or released under conditions other than dishonorable at any time during the 5 year period prior to the first date the Eligible Employee takes FMLA leave to care for the Covered Veteran. The determination of this 5 year period excludes the period of time between the enactment of the NDAA on October 28, 2009 through March 8, 2013.

Next of Kin: The nearest blood relative (in order of priority under the FMLA or as designated by the Covered Servicemember) of a Covered Servicemember other than the Covered Servicemember's spouse, parent, son or daughter for purposes of Caregiver Leave as specified under the FMLA.

Outpatient Status: With respect to a Covered Servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Serious Injury or Illness: With respect to a Covered Servicemember, any injury or illness incurred by a Covered Servicemember, in the line of duty on active duty in the Armed Forces or an injury that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render that member medically unfit to perform the duties of the member's office, grade, rank, or rating. With respect to a Covered Veteran, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is:

(i) a continuation of a serious injury or illness that was incurred or aggravated when the Covered Veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating;

(ii) a physical or mental condition for which the Covered Veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;

(iii) a physical or mental condition that substantially impairs the Covered Veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; or,

(iv) an injury, including a psychological injury, on the basis of which the Covered Veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Serious Health Condition: An injury, illness, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Covered Active Duty or Call to Covered Active Duty Status: In the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and in the case of a member of the Reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation.

FMLA MISUSE

Instances in which the employer may investigate absences that appear not to match the FMLA guidelines for excused absences by the employee. Examples include but are not limited to: absence patterns, absences coinciding with non-work events; absences that differ from the medical certification in frequency or duration; and/or sightings or reports of the employee being in inappropriate places or engaged in non-FMLA activities. No action is to be taken against any employee by a manager unless approved by the CEO and Human Resources.

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD WAGE AND HOUR DIVISION

WH1420 | REV 04/16

HUMAN RESOURCES POLICY/PROCEDURE	
OFFICE OF PRIMARY RESPONSIBILITY: **Human Resources**	**EFFECTIVE DATE: 1/22/2026** **Replaces: Anti-Harassment and Anti-Bullying Policy**
SUBJECT: Equal Employment Opportunity Policy	
Approved By _____ **Tiffany Homler Hawkins** **Chief Executive Officer, LYNX**	

SCOPE:

This Policy is implemented in accordance with the Authority's Administrative Rule 3 which governs Human Resources. With respect to Authority employees who hold positions represented by the Amalgamated Transit Union (Local 1749 and Local 1596), to the extent there is a discrepancy between a policy or practice in this Policy, or a separate governing Administrative Rule, and a provision within the operative collective bargaining agreement ("CBA"), the CBA shall prevail only with respect to specific provisions relating to an employee represented through such an agreement.

POLICY:

The Authority has a strong commitment to the community it serves and to its employees. As an equal opportunity employer, the Authority strives to have a workforce that reflects the community it serves. No person is unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex, gender, age, genetic information, disability, veteran status, or other protected class.

1. Equal Employment Opportunity (EEO)

The Authority's Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination with the EEO Officer. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated by the Authority.

The Authority is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

The Authority's CEO has the overall responsibility and accountability for the Authority's compliance with its EEO Policy and Program. To ensure day-to-day management, including program preparation,

monitoring, and complaint investigation, the CEO has appointed an EEO Officer, who reports directly to the CEO and acts with the CEO's authority with all levels of management, labor unions, and employees.

All Authority executives, management, and supervisory personnel, however, share in the responsibility for implementing and monitoring the Authority's EEO Policy and Program within their respective areas and will be assigned specific tasks to ensure compliance is achieved. The Authority will evaluate its managers' and supervisors' performance on their successful implementation of the Authority's policies and procedures, in the same way the Authority assesses their performance regarding other Authority goals

The Authority is committed to its EEO Program, which sets forth the policies, practices and procedures, with goals and timetables, to which the Authority is committed and makes the EEO Program available for inspection by any employee or applicant for employment upon request.

The CEO and Authority are committed to a workplace that acts upon its daily responsibility to treat all applicants and employees with dignity and respect, as well as equitably under the guidelines of our EEO Policy and Program.

1.1 EEO Policy Reporting and Investigations Any Authority employee who in good faith believes they, or someone else, has been discriminated against in violation of this EEO policy must report the matter to the EEO Officer or CEO. Following the receipt of a report of discrimination in violation of this EEO policy, the matter will be investigated, and action will be taken to the extent determined necessary. Although confidentiality cannot be guaranteed based on the nature of such an investigation, the matter will be handled as confidentially as possible on a need-to-know basis. Should you have any questions, concerns or suggestions relating to this EEO policy, or wish to make a report regarding a suspected violation, please contact the Authority's EEO Officer or CEO.

2. Americans with Disabilities (ADA)

It is the Authority's policy to comply with federal, state and any applicable local laws regarding the employment of qualified persons with a disability. The Authority prohibits discrimination against a qualified individual with a known disability. This includes, but is not limited to, discrimination with respect to application, hiring, promotion, discharge, compensation, benefits, training, and all other aspects of employment.

The ADA does not require that the Authority give preferential treatment to individuals with disabilities or lessen our qualification standards. The law does require that the Authority provide reasonable accommodations that will allow individuals with disabilities to perform the essential functions of their jobs, if such an accommodation can be provided without undue hardship to the Authority. The Authority also complies with any requirement to make the workplace readily accessible to and usable to enable disabled employees to enjoy equal benefits and privileges of employment.

2.1 Policy Reporting and Inquiries: The Authority is committed to complying with ADA requirements. We encourage all employees to help us achieve this objective. If you believe that you or someone else has been discriminated against on the basis of disability, or if you would like to seek a reasonable accommodation, or you have any questions, concerns or suggestions relating to the ADA, contact the EEO Officer.

2.2 ADA Accommodation: The Authority will reasonably accommodate qualified individuals with a known disability if necessary to enable an individual to perform the essential functions of the individual's job and/or to ensure the workplace is readily accessible to and usable by an

employee. Such reasonable accommodation will be made unless it creates an undue hardship for the Authority. The individual must make known to the Authority the need for a reasonable accommodation, and is free to suggest an accommodation, but there is no guarantee that the suggested accommodation will be provided.

An employee seeking a reasonable accommodation must contact the EEO Officer, and in their absence, Human Resources, and provide sufficient information for the request to be evaluated. When a reasonable accommodation is requested, the Authority will engage in an interactive process with the employee in order to assess the request and the Authority's business needs. Submission of sufficient medical and accommodation information by the employee is required to allow assessment by the Authority and support the request and need for an accommodation. Requests by qualified individuals with disabilities for reasonable accommodations will be considered by the Authority's EEO Officer and Human Resources and discussed with others on a need to know basis to determine the nature and scope of the accommodation to be made (if appropriate), after consideration of the particular circumstances, including any hardship to the Authority. Please refer to the Authority's policy addressing leave of absences, including Family and Medical Leave, and return to work/fitness for duty certifications, if the request for an accommodation includes a request for time off or an extended leave of absence. The Authority will work with the employee on a reasonable accommodation but it may not be the accommodation that is being specifically requested by the employee. Employees with questions on this policy must direct those questions to the EEO Officer or Human Resources.

All information obtained concerning the medical condition or history of an applicant or employee will be maintained in separate medical files and will be treated as confidential information.

3. Religious Accommodations

The Authority respects the religious beliefs, observances, and practices of all employees and embraces religious diversity. The Authority will make good faith efforts to reasonably accommodate an employee's sincerely held religious belief, unless such an accommodation would create an undue hardship for the Authority.

An employee whose sincerely held religious beliefs (or non-beliefs), observances, or practices conflicts with their job, work schedule, with Authority's policy or practice on dress and appearance, or with other aspects of employment and who seeks a religious accommodation must submit a written request for the accommodation to the EEO Officer, and in the absence of the EEO Officer, to Human Resources. The written request must include the type of religious conflict that exists and the employee's suggested accommodation. Generally speaking, social, political, economic philosophies, and personal preferences, are not "religious" beliefs or practices which must be accommodated except as otherwise provided by law. Religious accommodation requests are considered on a case-by-case basis.

The EEO Officer, Human Resources, the employee's supervisor, if applicable, and the employee will meet to discuss the request. The EEO Officer (who may consult with other appropriate managers) will determine the nature and scope of the accommodation to be made after consideration of the particular circumstances, including the type of conflict and suggested accommodation, any hardship to Authority, and any work-related matters that are permitted to be assessed. The employee will be informed of the decision on the accommodation to be provided and if no accommodation is able to be made that will be explained to the employee. If the employee accepts the proposed religious accommodation, the decision will be implemented. If the employee rejects the proposed accommodation, the employee will be provided with an opportunity to further discuss this situation with the EEO Officer and Human Resources

to ensure the Authority had all available information when making the decision. The employee will be informed of the final decision, which the EEO Officer will make.

Any supervisor or manager who becomes aware of any situation that may require the Authority to consider a religious accommodation must immediately notify the EEO Officer. Any supervisor or other employee who has questions concerning the application of this policy, including the denial of a requested accommodation, must raise them with the EEO Officer.

An employee who is not requesting a religious accommodation but who has a concern about a matter involving religion in the workplace must bring those matters to the Authority's attention in accordance with the policy on workplace conduct.

There will be no retaliation against an employee who has requested a religious accommodation or who has made a good faith report of religious discrimination.

4. Genetic Information Non-discrimination Act (GINA)

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring an employee' genetic information or of their family members. In order to comply with this law, the Authority will not request, and asks that an employee not provide, any genetic information when responding to any request by the Authority for medical information. "Genetic Information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

5. Veteran's Preference

The Authority complies with the requirements that public employers provide employment, retention, and promotion preferences to eligible veterans, spouses of veterans, and other veterans' preference eligible individuals. To the extent that you seek application of a veteran preference, please contact the EEO Officer or Human Resources.

6. Prohibited Discrimination, Unlawful Harassment and Retaliation

The Authority does not and will not condone discrimination or unlawful harassment against employees on the basis of race, color, religion, age, sex (including pregnancy, childbirth, or related medical conditions) and gender in all lawful forms, national origin, genetics, physical or mental disability, marital status, veteran's status, pay, or other legally protected classification under federal, state and/or local law.

It is the intent of the Authority to exclude unlawful discrimination, unlawful harassment in all forms, and retaliation, in all of its workplaces and working relationships. Our workplace is not limited to the Authority's facilities, but may also include client and vendor facilities, as well as anywhere a business-related function is taking place. All employees have the right to work in an environment free of discrimination, any form of unlawful harassment, or retaliation.

To help ensure that no employee feels subject to discrimination or unlawful harassment, the Authority prohibits any offensive physical, written, or spoken conduct regarding any of these items, including conduct of a sexual nature, off-color jokes, racial, ethnic, or religious slurs or innuendos, whether in person, in writing, or by way of electronic media (the "Conduct").

Sexual harassment is a form of unlawful sex discrimination and is prohibited by the Authority. Offensive Conduct of a sexual nature may constitute unlawful harassment when engaged in by someone employed by the Authority in a position to influence employment decisions when (1) submission to such conduct is made, either expressly or implicitly, a condition of the recipient's continued employment; or (2) submission to or rejection of such conduct by the recipient is used as the basis for employment decisions affecting the recipient. This includes gender and sex based harassment against a person of the same sex as the alleged wrongdoer. Any sexual advances or personal relationships between a supervisor and a subordinate are prohibited.

The Authority also prohibits repeated and unwelcome physical, written or spoken conduct that substantially interferes with an individual's work performance or creates what a reasonable person could consider to be an intimidating, hostile, abusive or offensive working environment.

Any such Conduct to or by not only fellow employees, but also customers, vendors or visitors of the Authority, customers off-premises of the Authority served by the Authority, in any gathering sponsored by the Authority or in which the Authority is officially participating, will be cause for immediate investigation upon report of such offensive Conduct or situations to the EEO Officer, Director of Human Resources, or the CEO.

In addition, the same prohibition of discrimination, harassment, and retaliation applies to all employees of the Authority who act on behalf of the Authority on the premises of the Authority's customers and community business partners or anywhere the Authority provides its services.

6.1 Harassment Definitions: Unlawful harassment or discrimination is not always capable of precise definition. For example, what may be unwelcome sexual harassment to one person could be nothing more than socializing, teasing, locker room banter, or flirtation to another person. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Therefore, the Authority must treat all complaints seriously and admonishes all employees to guard against any conduct that tends to cause discomfort or harassment to another employee, even though one might not believe it to be offensive.

The following are examples of what may be considered sexual (regardless of the sex or gender of the persons involved) or other unlawful harassment, depending on the facts and circumstances:

1. **Verbal Harassment:** derogatory or vulgar comments regarding sex or demands for sexual favors, sexual jokes, epithets, slurs, and innuendo, racial or religious slurs, or the like.

2. **Visual Harassment:** distribution or viewing of written or graphic materials containing sexually explicit or sexually or racially demeaning pictures or language (including email messages with attached files).

3. **Physical Harassment:** Unwelcome or unsolicited sexual advances or other physical conduct of a sexual nature, such as touching, pinching, or causing one to fear that they will be touched inappropriately.

These examples apply whether during working hours, outside working hours, in person, or by other means of communications such as phone or electronic communications (e-mail, text messages, tweets, blogs, social networking sites or other means).

6.2 Employee Complaint Process: If an employee believes that they are being discriminated against, or are being subjected to any of the above forms of Conduct or harassment, or believes other employees are receiving favored treatment in exchange, for example, for sexual favors, they must promptly report the believed discrimination or harassment to the EEO Officer or Director of Human Resources so the matter may be investigated. Employees who believe others are being subjected to such behavior are likewise asked to inform the EEO Officer or Director of Human Resources about the situation. The very nature of harassment makes it difficult to detect unless the individual being harassed registers their discontent with the EEO Officer or Director of Human Resources, or someone does so on that person's behalf. No one is authorized to discourage anyone from reporting what a person, in good faith, believes is or may be a problem under this policy or from participating in the Authority's investigation of a situation under this policy.

6.3 Investigation by the Authority: In order for the Authority to address violations of this policy, employees must report the offensive Conduct or situations to the EEO Officer or Director of Human Resources. If those persons are not available, or if it would be inappropriate to contact both the EEO Officer and Director of Human Resources (e.g. the complaint is about person(s) or the employee is uncomfortable discussing it with such persons), the employee must immediately contact the Authority's CEO. The person reporting the matter will be asked to provide a written statement of the date(s), times, location, and nature of the Conduct as well as the names of any witnesses. After a complaint has been received, the Authority will promptly investigate the allegations. Employees must also report any future occurrences of the complained of actions, or similar actions, and advise the EEO Officer or Director of Human Resources if they feel there is any reprisal or if they feel that they are being retaliated against for reporting any action under this policy or participating in an investigation (as a witness, investigator, or otherwise). It is understood that any person electing to utilize this complaint resolution procedure will be treated courteously, and the investigation and resolution of the situation will be handled as quickly as possible.

6.4 Management Responsibilities: Any supervisor or manager who becomes aware of possible violation of this policy whether it be inappropriate Conduct, discrimination or sexual or other unlawful harassment (whether personally observed, suspected or reported to the supervisor or manager) must promptly advise the EEO Officer or Director of Human Resources, who will handle the matter in a timely, discreet and appropriate manner. Supervisors and managers are defined by this policy to be those persons having authority to make a significant change in a person's employment status, such as hiring, firing, failing to promote, reassignment with significantly different responsibilities, or a decision causing a significant change in benefits. While not all supervisors or individuals in a lead position will meet this definition, they must still report instances that may be in violation of this policy. All such situations and potential situations must be reported so the Authority can look into the situation. When a complaint has been brought to a manager, it must be reported, even when the employee complaining asks the supervisor or manager to keep the allegation confidential and take no action. Managers and supervisors who have not been designated as persons to respond to a complaint should not undertake an investigation on their own. They must instead follow the required reporting process under this policy.

Managers or supervisors who fail to report, who engage in or allow discrimination, harassment, or retaliation will be in violation of this policy will be subject to corrective action which may include disciplinary action, up to and including discharge.

6.5 No Retaliation: Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy. Retaliatory conduct is prohibited. Some examples of retaliatory conduct include: (i) threatening action or criticizing an employee for filing a complaint or providing information; or (ii) firing, demoting, disciplining an employee or taking any other adverse action against an employee because the employee filed a valid complaint or participated in an investigation. Employees who believe they are being retaliated against must report the retaliation to the EEO Officer, Director of Human Resources or the CEO. Reports of retaliation will be investigated and appropriate action will be taken consistent with the findings of the investigation.

6.6 Actions: Appropriate action will be taken consistent with the findings of the investigation. At the completion of the investigation the complainant will be informed of the outcome to the extent appropriate. An employee engaging in discrimination, sexual or other form of unlawful harassment, or retaliation will be subject to corrective action which may include disciplinary action, up to and including discharge. False and malicious complaints may result in appropriate disciplinary action. No discipline will result, however, if a complaint is made in good faith, even if the Authority's investigation is inconclusive or determines no discrimination, harassment, or retaliation occurred.

6.7 Confidentiality: The reporting complaining employee must understand that confidentiality of the complaint involving the substance of the allegations cannot reasonably be expected due to the very nature and process of the investigation of the complaint. Nonetheless, due to the serious nature of such complaints, the Authority will make an effort to restrict the dissemination of the complaint to those having a need to know. The Authority urges all employees who are involved in an investigation to respect the privacy of both the complaining employee and the alleged wrongdoer so as not to impair the careers or reputations of either or the integrity of the investigation. All parties must be aware of the seriousness of such complaints and the damage that can be done to everyone concerned.

The Authority urges all employees to report any improper Conduct as set out in this policy. Unless the Authority knows of a problem, it cannot take steps to resolve it.

Employees who fail to cooperate with any investigation conducted by the Authority, or who participate in the investigation and breach confidentiality during the open investigation resulting in a threat to the integrity of the investigation, may be subject to disciplinary action up to and including termination. The Authority will assess the breach of confidentiality during an employee investigation on a case-by-case basis to determine if the actions give rise to discipline. The Authority is committed to objectivity and abiding by legal standards during workplace investigations. Confidentiality during an open investigation is to ensure that the investigation is fair, unbiased and to prevent the influence of witnesses and potential retaliation for those involved in the investigation.

7. Anti-Bullying Policy

To ensure a safe and efficient workplace, bullying will not be tolerated. Workplace bullying refers to repeated, unreasonable actions of individuals or a group of individuals directed towards an employee or group of employees (the target) which are intended to threaten, intimidate, degrade, humiliate, or undermine the target; which create a risk to the health or safety of the target(s); and which a reasonable person would find abusive. While generally "bullying" is not currently unlawful workplace conduct as is discrimination, it is nevertheless prohibited by the Authority as there is a zero policy for bullying. Examples of bullying may include, but are not limited to repeated conduct such as:

- Work interference or sabotage that prevents work from being performed;
- Blame without factual justification;
- Verbal abuse - derogatory remarks, insults, epithets;
- Exclusion or social isolation;
- Violent or threatening behavior;
- Abuse or misuse of power/authority;
- Conduct that threatens the health or safety of others; or
- Exploitation of a person's known vulnerability.

Prohibited conduct includes verbal, written, graphic or physical communications and conduct by any means including cyber-bullying and the use of electronically transmitted communications, as well as postings and communications on interactive social or professional media and other web-based/Internet sources. Different from aggression, which typically involves only a single act, bullying typically involves repeated attacks against the target, creating an on-going pattern of behavior. Communications from "tough" or "demanding" bosses is not bullying when the communications do not violate this policy, are respectful, fair, and motivated by the supervisor's desire to obtain the best performance by setting high, yet reasonable, expectations.

All employees are expected to engage in a professional and civil manner towards each other, customers and members of the public.

Any employee who feels they have been victimized by bullying (whether by an employee, customer, or other member of the public) is encouraged to report the matter to Human Resources. Any report of workplace bullying will be treated seriously and investigated promptly, as confidentially as possible, and impartially.

8. Whistleblower Policy

The Florida Whistleblower Act, Section 112.3187, F.S. (the "Act"), prohibits retaliatory action by an organization against an employee who reports to an appropriate agency violation of law on the part of a public employer or independent contractor that creates a substantial and specific danger to the public's health, safety, or welfare. Additionally, this Act protects employees reporting improper use of a government office, gross waste of funds and/or public resources, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

It is the Authority's intent to encourage the proper disclosure and reporting of violations of law, improper use of governmental funds and/or other resources, and any other abuse or gross neglect on the part of the Authority, its public officers or its Employees under the Act.

8.1 No Retaliation: No Employee who is protected by the Florida Whistleblower Act shall be dismissed, disciplined, or have any other adverse personnel action taken against him/her for reporting information pursuant to that Act except as otherwise allowed by law.

8.2 Reporting: Should an employee believe in good faith that they are being retaliated against for making a report under the Act, the employee should immediately report the suspected retaliation to the EEO Officer or Human Resources Director. The Authority will promptly investigate any such claim of retaliation.

HUMAN RESOURCES POLICY/PROCEDURE	
OFFICE OF PRIMARY RESPONSIBILITY: **Human Resources**	**EFFECTIVE DATE: 10/22/26** **Revision Date:** **Replaces: Health Insurance Portability and Accountability Act (HIPAA) Policy (HR-044)**
SUBJECT: Health Insurance Portability and Accountability Act (HIPAA)	
Approved By _____ **Tiffany Homler Hawkins** **Chief Executive Officer, LYNX**	

SCOPE:

This Policy is implemented in accordance with the Authority's Administrative Rule 3 which governs Human Resources. With respect to Authority employees who hold positions represented by the Amalgamated Transit Union (Local 1749 and Local 1596), to the extent there is a discrepancy between a policy or practice in this Policy, or a separate governing Administrative Rule, and a provision within the operative collective bargaining agreement ("CBA"), the CBA shall prevail only with respect to specific provisions relating to an employee represented through such an agreement.

POLICY:

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), is a federal law intended to strengthen the privacy and security of individuals' health information. HIPAA applies to "covered entities," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("HIPAA Rules"). HIPAA covered entities include health plans, health plan clearinghouses, and health care providers that transmit health information electronically in certain types of transactions.

Designation as a Hybrid Entity

A single legal entity that conducts both HIPAA-covered and non-covered functions may designate itself as a hybrid entity for HIPAA compliance purposes. The Central Florida Regional Transportation Authority (hereinafter "Authority") may perform certain activities or functions that bring them within the definition of a covered entity for HIPAA purposes. The Authority therefore chooses to invoke hybrid entity status and must designate and document as its "health care components" those components within the Authority that would meet the definition of a covered entity if they were a single legal entity.

Although the Authority is responsible for HIPAA oversight, compliance, and enforcement requirements, as applicable, the HIPAA Rules apply only to the Authority's designated health care components.

This HIPAA Hybrid Entity Policy specifically addresses the requirements of 45 C.F.R. Sections 164.103 and 164.105, which involve organizational requirements for hybrid entities under HIPAA, among other issues.

1. Designation of Employee Group Health Plan as a Health Care Component

1.1 The Authority has designated its employee group health plan as a health care component based on one or more of the following factors:

- The employee group health plan would meet the definition of a covered entity if it were a separate legal entity.
- The employee group health plan would meet the definition of a business associate if it were a separate legal entity.
- The employee group health plan may perform covered functions.

2. Required Safeguards

2.1 The Authority shall ensure that its employee group health plan complies with the HIPAA Rules, as applicable. In particular, the Authority shall ensure that:

(a) Its employee group health plan does not disclose protected health information to another component of the Authority in a manner that would be prohibited under the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E) if the employee group health plan and other component were separate legal entities;

(b) The employee group health plan protects electronic protected health information regarding other components of the Authority to the same extent that they would be required to protect this information under the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C) if the employee group health plan and other components were separate legal entities; and

(c) If a person performs duties as a workforce member for both the Authority's employee group health plan and non-health care components in the same capacity, the person does not use or disclose protected health information created or received in the course of (or incident to) the person's work for the employee group health plan in a way that is prohibited under the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E).

2.2 The Authority shall comply with HIPAA's requirements concerning compliance and enforcement (45 C.F.R. Part 160, Subpart C).

2.3 The Authority shall comply with requirements under the HIPAA Privacy Rule and Security Rule regarding implementation of compliance policies and procedures (45 C.F.R. §§ 164.316(a) and 164.530(i)).

2.4 The Authority shall ensure compliance with requirements under the HIPAA Privacy Rule and Security Rule regarding business associate arrangements and other organizational requirements (45 C.F.R. §§ 164.314 and 164.504).

3. Workforce Training

3.1 The Authority will train all workforce members who perform job duties associated with the Authority's employee group health plan on its privacy policies and procedures. The Privacy Officer will develop training schedules and programs so that all required workforce members receive the training necessary and appropriate to permit them to carry out their functions within or on behalf of the Authority's employee group health plan. Newly hired workforce members will be trained within 30 calendar days of joining the Authority. Subsequent training will occur promptly after any material change in these policies and procedures for employees affected by the material change, and all workforce members shall undergo annual refresher training.

3.2 Workforce members undergoing training on the employee group health plan's privacy policies and procedures will be required to document their participation in training sessions. Documentation shall include the date of the training, the participant's name, and the participant's signature. The Privacy Officer shall keep a record of training sessions for six years from the date of training.

3.3 Workforce members shall also be requested to sign an Employee Confidentiality Agreement/Privacy Policy Acknowledgement affirming their obligation to maintain the confidentiality of all PHI of employee group health plan participants.

3.4 The Privacy Officer shall maintain copies of Confidentiality Agreement/Privacy Policy Acknowledgements for six years from the date of execution. Upon termination of employment or access to PHI, whichever is earlier, each Workforce Member shall be reminded of their continued obligation to maintain the confidentiality of all PHI of employee group health plan participants. The Privacy Officer shall maintain copies of Confidentiality Agreement/Privacy Policy Acknowledgements for six years from the date of execution.

3.5 If a HIPAA Workforce Member fails to undergo necessary training within the applicable timeframe, the HIPAA Workforce Member may be able to apply for a position that does not require access to PHI, should another position exist, or appropriate corrective action (up to and including termination of employment) may be taken.

4. Employee Health Records

4.1 Through its human resources office, the Authority maintains employee health records in its capacity as an employer. Employee health records are expressly excluded from the definition of protected health information under the HIPAA regulations, and the human resources office is not one of the Authority's designated health care components.

5. Recordkeeping Requirement

5.1 The Authority shall retain documentation evidencing the designation of its employee group health plan as a health care component for at least six years from the date of any decision to remove the employee group health plan's designation as a health care component. Otherwise, the Authority shall retain documentation evidencing health care component designation indefinitely.

6. HIPAA Privacy Officer

6.1 The Authority has appointed the Senior Human Resources Generalist handling benefits and retirement as the Authority's HIPAA Privacy Officer for its health care components. For any

questions regarding the Authority's compliance with the HIPAA Rules and their implementing regulations concerning the employee group health plan, please contact the HIPAA Privacy Officer at privacyofficer@golynx.com.

7. Consequences of Failing to Follow Hybrid Entity Policy

7.1 An individual who fails to comply with this policy may be subject to sanctions, up to and including disciplinary action, suspension, employment termination, or legal action.

Consent Agenda Item #5.D. iv

To: **LYNX Finance & Audit Committee**

From: **Kimberly Frye**
DIRECTOR OF MOBILITY SERVICES
Selita Stubbs
Technical Contact

Phone: **407.841.2279 ext: 6169**

Item Name: **Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2027**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO), those designated by the CEO, and members of the Mobility Services Department be authorized to enter into Transportation Disadvantaged Coordination Contracts with human services agencies, local public bodies, non-profit agencies and other eligible providers pursuant to the LYNX Transportation Disadvantaged Service Plan (TDSP).

BACKGROUND:

The Central Florida Regional Transportation Authority, dba LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties. As referenced in the TDSP, LYNX has the responsibility to coordinate transportation through human service agencies with available resources to assist in providing direct transportation to the disadvantaged community within the tri-county service area. Transportation Disadvantaged Coordination Contracts are provided to these agencies as evidence of their participation in the coordinated system which allows them to directly invoice state and federal funding sources for transportation services, when authorized by and in full compliance with state and federal funding sources.

Coordinated Agencies:

Aspire Health Partners, Inc.	Osceola Mental Health Inc. dba Park Place Behavioral Health Care
Central Florida Group Homes, LLC	Primrose Center, Inc.
GenCare Kids Holding Company, LLC	Special Hearts Farm, Inc
Meals on Wheels, Etc., Inc.	Life Concepts, Inc d.b.a. Quest, Inc.
Florida Mentor Health Care LLC	The Opportunity Center, Inc.
Osceola County Council on Aging, Inc.	

Note: Additional agencies may be added throughout the fiscal year via the LYNX directly funded 5310 Vanpool Program managed by the Grant Department,

FISCAL IMPACT:

The Transportation Disadvantaged Coordination Contracts have no monetary value; therefore, there is no fiscal impact.

Consent Agenda Item #5.D. v

To: **LYNX Finance & Audit Committee**

From: **Kimberly Frye**
DIRECTOR OF MOBILITY SERVICES
Benjamin Gonzalez
Technical Contact

Phone: **407.841.2279 ext: 6169**

Item Name: **Authorization to Modify Prior Approval for Forty-Six (46) Replacement Vehicles for ACCESS LYNX Paratransit Services - Additional Funding Adjustment**

Date: **10/15/2026**

ACTION REQUESTED:

Staff requests the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve an additional funding adjustment of $10,941 to the previously modified purchase order for Forty-Six (46) Paratransit Vehicles. This amount is needed to reconcile the final confirmed vehicle pricing received from the vendor and ensure the purchase order accurately reflects the cost of the vehicles being delivered. This adjustment results in an updated not to exceed (NTE) amount of $5,589,461.

BACKGROUND:

On August 28, 2025, the Board authorized the purchase of Forty-Six (46) ACCESS LYNX replacement Paratransit vehicles. In June 2026, the Board approved a modification substituting ten (10) of the originally specified FTS vehicles, priced at $109,055 each, with the Enderra vehicle type, priced at $140,720 each, resulting in a previously approved cost increase of $316,650.

Following the June approval and during final production confirmation, the vendor provided updated pricing for the remaining FTS vehicles. The FDOT TRIPS contract referenced cost was $109,055 per unit; however, the actual build cost, inclusive of required configuration changes, is $107,746 per unit. In addition, ten (10) of these units require a back-lift installation, increasing the cost of those vehicles to $112,898 each. When applying the confirmed pricing to the final

vehicle mix (21 standard FTS units, 10 FTS back-lift units, and 10 Enderra units), the total approved funding falls short by $10,941.

This adjustment ensures the purchase order aligns with the vendor's finalized and verified vehicle costs.

Consent Agenda Item #6.D. vii	Dated	Qty	Price	Total
	6/25/2026	46		5,578,520.00
PO 2501800	9/15/2025	5	158,123.00	790,615.00
PO 2501793	6/25/2026	31	109,055.00	3,380,705.00
PO 2501793	6/25/2026	10	140,720.00	1,407,200.00
PO reduction - TRIPS Contract Price Change	10/22/2026	-31	109,055.00	(3,380,705.00)
PO addition - TRIPS Contract Price Change	10/22/2026	21	107,746.00	2,262,666.00
PO addition - TRIPS Contract Price Change	10/22/2026	10	112,898.00	1,128,980.00
		46		5,589,461.00

TRIPS Contract Price Adjustment from previous Board Approval Consent Agenda Item #6.D.vii	**10,941.00**

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $5,589,461 for the purchase of Replacement Paratransit Vehicles. This procurement of paratransit vehicles is contingent upon the allocation of Federal and State funding.

Consent Agenda Item #5.D. vi

To: **LYNX Finance & Audit Committee**

From: **Maurice Jones**
DIRECTOR OF PROCUREMENT
Maurice Jones
Technical Contact

Phone: **407.841.2279 ext: 6057**

Item Name: **Authorization to Procure FY2027 Vehicles and Support Fleet with a Not to Exceed (NTE) Amount of $27,984,549**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue purchase orders and execute contracts for vehicle procurements included in the FY2027 Approved Capital Budget for a not to exceed (NTE) amount of $27,984,549.

BACKGROUND:

The FY2027 Approved Capital Budget includes funding to replace and expand critical fleet assets to maintain a state of good repair, support service reliability, and meet projected demand across fixed route, paratransit, and vanpool operations.

These purchases will cover fixed-route buses, ADA paratransit vehicles, Section 5310 subrecipient vehicles, support/maintenance and facilities/operations fleet, and vanpool vehicles.

Procurements will align with Federal Transit Administration (FTA), third party contracting requirements and LYNX administrative policies, using competitive solicitations and cooperative contracts where advantageous.

Key planned procurements include:

	Not-to-exceed
Fixed Route Buses	**$21,743,235**
Paratransit Vehicles	**2,275,000**
Sub-Recipient Vehicles	**2,189,450**
Support Vehicles	**78,000**
Vanpool Vehicles	**1,698,864**
TOTAL	**27,984,549**

Any funding that is not utilized for any one of the specific vehicle types listed above may be applied to a procurement for another vehicle type in the above chart as long as the total procurements for all vehicles do not exceed $27, 984,549.

FISCAL IMPACT:

The FY2027 Approved Capital Budget includes $27,984,549 for vehicle purchases, supported by a combination of federal, state, and local funding.

Consent Agenda Item #5.D. vii

To: **LYNX Finance & Audit Committee**

From: **Reinaldo Quinones**
DIRECTOR OF TRANSPORTATION
Reinaldo Quinones
Technical Contact

Phone: **407.841.2279 ext: 6223**

Item Name: **Authorization to Execute Sole Source and Modification 4 of Contract 22-C87 with Trapeze Software Group, Inc. for OPS Expansion (Maintenance & Supervisor Employees) OPS-Core & OPS Sign-In Terminal (OPS-SIT) in the SIT for a Not to Exceed (NTE) Amount of $292,376**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Contract 22-C87 Modification 4 with Trapeze Software Group, Inc. to implement the Trapeze Workforce Management OPS expansion for Maintenance and Supervisor employees, for a not to exceed amount of $292,376. This action will be procured as a sole source consistent with LYNX's prior practice for proprietary Trapeze OPS configurations and services.

BACKGROUND:

Trapeze Software Group has been a long-standing technology partner in the public transit industry since 1990, providing scheduling, workforce management, and operations control systems across North America. Over several decades, Trapeze expanded its product suite through numerous acquisitions, becoming one of the most widely used platforms for transit workforce operations. The Operations Management System ("OPS") evolved into a comprehensive, modular workforce management toolset that supports daily dispatch, automated timekeeping, bidding, payroll enforcement, and employee record tracking for transit agencies.

LYNX has used Trapeze OPS for many years across Bus Operations, including attendance, discipline, assignments, payroll calculations, and employee records. Internal meetings and configuration history confirm LYNX's extensive reliance on OPS as the agency's primary workforce management and timekeeping system.

The planned expansion includes creating two new agencies (Maintenance and Supervisors), establishing related divisions, extending current timekeeping pay rules, bidding cadence, and absence types (including Tardy). The project integrates the new employee groups into the same centralized OPS environment used for Bus Operators, leveraging LYNX's existing OPS configuration structure. This work will be executed under Contract 22-C87 Modification 4 and will be delivered remotely, as outlined in the Statement of Work. The project is expected to be completed within six (6) months of project kickoff.

FISCAL IMPACT:

This unbudgeted professional services contract will be funded by reallocating existing professional services budgeted items.

Consent Agenda Item #5.D. viii

To: **LYNX Finance & Audit Committee**

From: **Michelle Daley**
DIRECTOR OF FINANCE
Holly Zeszutko
Technical Contact

Phone: **407.841.2279 ext: 6014**

Item Name: **Authorization to Auction Surplus Capital Items**

Date: **10/15/2026**

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold auctions to dispose of Board approved surplus and obsolete items. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A. Assets with a fair market value of $10,000 or less will not have any due to FTA values.

Surplus Capital Items:

Revenue Vehicles:
Revenue Vehicles with a total net book value of $0.

- There are 48 Revenue Vehicles that have reached the end of their useful life and exceed the FTA mileage requirements.

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

- There are 0 Vehicles that have reached the end of their useful life and exceed the mileage FTA requirements.

Furniture, Fixtures, Equipment:
Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of $0.

Category	Acquisition Value	Net Book Value
Revenue Vehicles	$4,494,780	$0
Other Vehicles	$0	$0
Surplus Equipment	$55,231	$0
TOTAL	$4,550,011	$0

Surplus Capital Items Detail:

System Number	Asset ID	Acquisition Date	Class	Description	Useful life	Acquired Value*	NBV*
1208267	180362	05/01/2019	RV	2019 Turtle Top PT	04 Yrs 00 mos	$78,832	$0
1209495	200288	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209758	200302	10/31/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1203631	107-412	12/03/2012	RV	Gillig Brt low floor bus	09 Yrs 00 mos	$401,416	$0
1203634	110-412	12/03/2012	RV	Gillig Low Floor BRT Bus	09 Yrs 00 mos	$401,416	$0
1208263	180370	05/01/2019	RV	2019 Turtle Top PT	04 Yrs 00 mos	$78,832	$0
1207867	171140	07/05/2018	RV	2018 Ford Turtle Top PT	04 Yrs 00 mos	$78,407	$0
1209487	200296	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209165	200269	06/30/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209489	200298	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209491	200282	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1208783	190457	10/31/2019	RV	2019 Odyssey 23' Turtle Top PT Van	04 Yrs 00 mos	$80,740	$0
1209494	200287	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209488	200276	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209756	200301	10/31/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209942	200318	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209539	200280	09/30/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209497	200293	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209486	200295	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209492	200284	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209490	200281	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209982	200275	01/28/2021	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209956	200319	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209322	200291	08/31/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209758	200302	10/31/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$81,389	$0

1206370	150516	03/01/2016	RV	Turtle Top PT Cutaway	05 Yrs 00 mos	$73,630	$0
1209781	200311	11/30/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209946	200307	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209536	200279	09/30/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209952	200315	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209783	200312	11/30/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209789	200324	11/30/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209950	200304	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209531	200274	09/30/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209954	200305	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209984	200299	01/28/2021	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209323	200283	08/31/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209966	200310	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209537	200290	09/30/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209496	200289	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209785	200316	11/30/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209495	200288	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209779	200303	11/30/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209493	200285	09/29/2020	RV	2020 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209944	200308	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209938	200297	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$79,778	$0
1209791	200325	11/30/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
1209970	200392	12/31/2020	RV	2021 Turtle Top PT	05 Yrs 00 mos	$81,389	$0
					Total	$4,494,780	$0

System Number	Asset ID	Acquisition Date	Class	Description	Useful life	Acquired Value*	NBV
1209768	16905	11/12/2020	FE	Office Chairs HR	05 Yrs 00 mos	$390	0
1201773	8811	06/30/2008	FE	COMPOSITE MONITORS FOR WELLNESS CENTER	05 Yrs 00 mos	$1,812	0
1209759	16629	10/31/2020	FE	Mentor Ranger MDT 7262	05 Yrs 00 mos	$4,985	0
1207915	15358	07/26/2018	FE	Mentor Ranger MDT Unit Dodge Caravan Add PO 1801213	05 Yrs 00 mos	$2,753	0
1208262	15607	05/01/2019	FE	Ranger MDT 7211	05 Yrs 00 mos	$4,985	0
1208264	15609	05/01/2019	FE	Ranger MDT 7216	05 Yrs 00 mos	$4,985	0
1209725	17737	09/29/2020	FE	Mentor Ranger In-veh 200300 -7248	05 Yrs 00 mos	$4,985	0

1211505	18916	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1211485	18896	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1211454	18865	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1211460	18871	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1211507	18918	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1211522	18933	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1211440	18851	09/30/2021	FE	Paratransit Turletop Bus UV disinf system	03 Yrs 00 mos	$726	0
1200603	3220	05/15/2002	FE	Chair - Mid back Ocean color	05 Yrs 00 mos	$311	0
1200943	4322	01/07/2005	FE	CHAIR-CALI MID BACK-PINBALL/OCEAN	05 Yrs 00 mos	$530	0
1200940	4319	01/07/2005	FE	CHAIR-CALI MID BACK-PINBALL/OCEAN	05 Yrs 00 mos	$530	0
1200957	4336	01/07/2005	FE	CHAIR-CALI MID BACK-PINBALL/OCEAN	05 Yrs 00 mos	$530	0
1200945	4324	01/07/2005	FE	CHAIR-CALI MID BACK-PINBALL/OCEAN	05 Yrs 00 mos	$530	0
1209088	17211	06/26/2020	FE	Bus Door Barrier Gillig	03 Yrs 00 mos	$5,734	0
1209105	17291	06/26/2020	FE	Bus Door Barrier Gillig	03 Yrs 00 mos	$5,734	0
1209104	17287	06/26/2020	FE	Bus Door Barrier Gillig	03 Yrs 00 mos	$5,734	0
1209837	17374	11/30/2020	FE	Bus Barrier Security Enclosure	03 Yrs 00 mos	$4,890	0
1200136	1176	08/26/1998	FE	DESK-EXEC-OAK FLEETWOOD	05 Yrs 00 mos	$403	
1200137	1177	08/26/1998	FE	CREDENZA-OPEN-OAK 21 X 72 FLEETWOOD	05 Yrs 00 mos	$325	
					Total	$55,231	$0

FISCAL IMPACT:

The total net book value of the surplus items is $0. Given that the assets are inoperable and/or unrepairable, and that their fair market value is less than $10,000, there is no FTA obligation.

Consent Agenda Item #5.D. ix

To: **LYNX Finance & Audit Committee**

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Orlando Rolon
Technical Contact

Phone: **407.841.2279 ext: 6167**

Item Name: **Authorization to Approve and Implement the LYNX 2026 Public Transit Agency Safety Plan (PTASP)**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve the Agency Safety Plan (ASP) and authorize the Accountable Executive to sign the ASP and subsequent updates pursuant to 49 CFR §673.11(a)(1)(i), following approval by the Joint Labor-Management Safety Committee, as required under §673.19.

BACKGROUND:

The Joint Labor-Management Safety Committee approved the ASP in accordance with §673.19. Updates incorporate FTA requirements enacted under the Infrastructure Investment and Jobs Act (IIJA), including Safety Committee provisions, the Safety Risk Reduction Program, de-escalation training, infectious disease planning, expanded National Safety Plan measures, and NTD-based modal targets.

FISCAL IMPACT:

No fiscal impact.

+Consent Agenda Item #5.D. x

To: **LYNX Finance & Audit Committee**

From: **Carl Weckenmann**
DIRECTOR OF PLANNING and DEVELOPMENT
Bruce Detweiler
Technical Contact

Phone: **407.841.2279 ext: 6075**

Item Name: **Authorization to Implement the December 2026 Service Change Proposal**

Date: **10/15/2026**

ACTION REQUESTED:

LYNX staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the December 13, 2026 Service Change Proposal.

BACKGROUND:

On September 17, 2026, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of service changes that would go into effect in December 2026. LYNX customers and the public provided input on the service changes at the following information sessions and workshop/public hearing:

Information Sessions:
Date/Time: Monday, September 21, 1-2 PM
Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Tuesday, September 22, 1-2 PM
Location: LYNX Central Station – Main Lobby, Orlando FL

Date/Time: September 22, 6-7 PM
Location: Virtual

Public Hearing/Workshop:
Date/Time: Tuesday, September 29, 4-6 PM
Location: LYNX Central Station – 2nd Floor, Board Room and Virtual, Orlando FL

December Service Proposal

MAJOR ROUTE CHANGES

- **Link 6 – Dixie Belle Dr./Bumby Ave.** (Orange County) – Discontinue all service between Aloma Ave. and Corrine Dr. and reducing most trips north of Colonial Plaza Superstop to Corrine Dr. Schedule adjustments.
- **Link 407 – Kissimmee/Orlando Int'l Airport/Medical City FastLink** (Orange County/Osceola County) – change route to operate via Landstar Blvd.-Wetherbee Rd./Boggy Creek Rd. and discontinue service on SR 417. Extend route into the Meadow Woods SunRail Station. Remove FastLink designation and make all local stops. Renumber route to Link 607. Reduce number of trips to Lake Nona to one a.m. and one p.m. Schedule adjustments.

ROUTE DISCONTINUATION

- **Link 701** – **Orange Technical College Shuttle.** (Orange County) – Discontinue all service.

SERVICE DISCONTINUATION

- **Link 1 – Winter Park/Eatonville/Maitland** (Orange County) – Discontinue Saturday service.

MINOR ROUTE CHANGES

- **Link 43 – Winter Park/Lee Rd./Pine Hills** (Orange County) – change weekday eastbound routing at Aloma Ave./Lakemont Dr. to operate via Edinburgh Dr.-Mizell Ave.-Lakemont Ave. Route will no longer serve the southbound bus stop on Lakemont Ave. at Aloma Ave.
- **Link 311 – Disney/Orlando Int'l Airport/Epic Universe** (Orange County) – Discontinue service along Tradeshow Blvd. Eastbound trips to Epic Universe will operate via Destination Pkwy. and Universal Blvd.

FREQUENCY IMPROVEMENTS

- **Link 48** – **W. Colonial Dr./Powers Dr.** (Orange County) – Increase Saturday service to every 30 minutes until 7:45 p.m. Schedule adjustments.
- **Link 49 – W. Colonial Dr./Pine Hills/Rosemont** (Orange County) – Increase Saturday service to every 30 minutes until 7:30 p.m. Add Saturday and Sunday 12:15 a.m. trip from LYNX Central Station to Rosemont Superstop. Schedule adjustments.

SCHEDULE CHANGES

- **Link 1 – Winter Park/Eatonville/Maitland** (Orange County) – Discontinue the weekday 8:20 & 9:10 p.m. trips from Winter Park SunRail Station.
- **Link 10 – E. U.S. Hwy 192/St. Cloud** (Osceola County) – Discontinue the weekday 4:05 a.m., 8:30 p.m., and Saturday 4:10 a.m. trips from Kissimmee Intermodal Station to St. Cloud. Discontinue the Sunday 10 p.m. trip from Hwy. 192/Narcoossee Rd. to Kissimmee Intermodal Station.
- **Link 13 – University Blvd./Winter Park** (Orange County) - Minor schedule adjustment on weekdays.
- **Link 18 – S. Orange Ave./Kissimmee** (Orange County/Osceola County) –Minor schedule adjustments on weekdays & Saturdays.
- **Link 20 – Malibu St./Pine Hills/Washington Shores** (Orange County) – Minor schedule adjustments on Sundays.
- **Link 23 – Winter Park/Rosemont/Altamonte Springs** (Orange County/Seminole County) – Minor schedule adjustments on weekdays & Saturdays.
- **Link 26 – Pleasant Hill Rd./Poinciana** (Osceola County) – Significant schedule adjustments to improve reliability.
- **Link 36 – Lake Richmond** (Orange County) – Minor schedule adjustments daily.
- **Link 42 – I-Drive/Oak Ridge Rd./Orlando Int'l Airport** (Orange County) – Significant schedule adjustments to improve reliability.
- **Link 51 – Conroy Rd.** (Orange County) – Schedule adjustments on weekdays.
- **Link 56 – W. U.S. Hwy 192/Magic Kingdom** (Orange County) – Discontinue weekday 4:14 & 4:43 a.m. trips from Plaza del Sol to Kissimmee Intermodal Station.
- **Link 57 – John Young Pkwy.** (Orange County/Osceola County) – Significant schedule adjustments to improve reliability.
- **Link 102 – Orange Ave./South U.S. Hwy 17-92 (Orange County/Seminole County) –** Discontinue southbound Sunday evening trips at 7:45, 8:45, and 9:45 and Sunday northbound trips at 7:45 and 8:45.
- **Link 107 – U.S. Hwy 441/Orange Blossom Trail/Florida Mall** (Orange County) – Minor schedule adjustments on Sundays.
- **Link 311 – Disney/Orlando Int'l Airport/Universal Epic Universe** (Orange County) – Minor schedule adjustments on weekdays.
- **Link 426 – Poinciana Circulator** (Osceola County) – Discontinue weekday 5:30 a.m. & 7:30 p.m. trips from Poinciana Walmart. Schedule adjustments on weekdays & Saturdays.

OPERATIONAL ADJUSTMENTS

- **Link 106** – **N. U.S. Hwy 441/Orange Blossom Trail** (Orange County) – Move timepoint from Hwy 441 & Silver Star Rd. to Hwy 441 & Princeton St.
- **Destination Parkway Superstop** (Orange County) – Bus bay re-assignment.

Details of these events and the service change proposals are published on our website at www.golynx.com The public comment period for the proposed service ran from September 18, 2026, through October 12, 2026. Public notices for the service change information and the public meetings are posted in the LYNX Central Station terminal lobby and bus bays, at SuperStops throughout the service areas, on www.golynx.com, and on LYNX social media sites including Facebook and X.

FISCAL IMPACT:

The proposed base service changes are budget neutral. All proposed service changes are coordinated with LYNX funding partners.



December 2026 Service Change Title VI Service Equity Analysis

Completed: August 20, 2026

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1. Executive Summary

In accordance with the requirements of Federal Transit Administration (FTA) Circular 4702.1B, the proposed LYNX service changes for December 2026 underwent a Title VI Equity Analysis to identify potential disproportionate effects on minority and/or low-income populations. LYNX staff utilized the Transit Boardings Estimation and Simulation Tool (TBEST) to quantitatively evaluate how the proposed changes will affect populations within one-quarter mile of bus stops. These projected effects were compared with existing system conditions and assessed against LYNX's 10% threshold policy for identifying inequitable impacts.

Minority Impact (Disparate Impacts) Analysis Results: The LYNX service area has a population of approx. 1,243,849 people, 66% of which are identify as minority. While the proposed service changes result in an overall decrease in service system-wide, minority populations will actually see an increase in service. As a result, minority populations show a -759% share of service change impacts, which is -825% below their share of service area households. This is below LYNX's 10% threshold and indicates no disparate impact on minority populations.

Low-Income Impact (Disproportionate Burden) Analysis Results: The LYNX service area has approx. 504,450 households, 26% of which are classified as low-income. While the proposed service changes result in an overall decrease in service system-wide, low-income households will actually see an increase in service. As a result, low-income households show a -31.9% share of service change impacts, which is -55.9% below their share of service area households. This is below LYNX's 10% threshold and indicates no disproportionate burden on low-income households.

2. Introduction and Title VI Requirements

LYNX is proposing to implement a Major Service Change on December 13, 2026. As a recipient of federal funding through the Federal Transit Administration (FTA), LYNX is required to adhere to Title VI and must follow regulatory guidance established in FTA Circular 4702.1B. Section 601 of Title VI of the Civil Rights Act of 1964 states:

'No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance."

FTA Circular 4702.1B includes a requirement to conduct a Service Equity Analysis for Major Service Changes. Service Equity Analyses utilize quantitative methods to determine if there is evidence of a potential Disparate Impact on minority populations or Disproportionate Burden on low-income populations. Major Service Changes, Disparate Impacts, and Disproportionate Burdens are defined by the FTA as the following:

Major Service Change: The FTA requires transit agencies to establish a policy that defines when service changes are considered "major service changes". This is typically numerical standard, such as the percentage of route hours or miles. LYNX's Major Service Change policy can be found in Section 2.1.

Disparate Impact: Disparate Impact refers to facially neutral policy or practice that disproportionately affects members of a group identified by race, color, or national origin, where the recipient's policy or practice lacks a substantial legitimate justification and where there exists one or more alternatives that would serve the same legitimate objectives but with less disproportionate effect on the basis of race, color, or national origin. LYNX's Disparate Impact policy can be found in Section 2.2.

Disproportionate Burden: Disproportionate Burden refers to a neutral policy or practice that disproportionately affects low-income populations more than non-low-income populations. LYNX's Disproportionate Burden policy can be found in Section 2.2.

2.1. LYNX's Major Service Change Policy

A 'Major Service Change' occurs when LYNX does one (1) of the following to an individual route or set of routes:

1. Add new route/service.
2. Reduce or increase revenue hours of service by more than 25% of an individual route's total revenue hours.
3. Reduce or increase revenue miles of service by more than 25% of an individual route's total revenue miles.
4. Eliminate a route altogether unless the route is a service development or experimental service or has not been in existence for more than two (2) years.

2.2. LYNX's Disparate Impact and Disproportionate Burden Policies

LYNX Disparate Impact Policy: Any time there is a difference in impacts between minority and non-minority populations of **plus or minus 10%**, such differences in adverse impacts are

disparate. For example, if the minority population makes up 30% of the overall population, but would bear 45% of the impacts, there may be a disparate impact since the minority group bears 15% more than its expected share. The Disparate Impact Policy will be applied uniformly to all modes of service operated by LYNX.

LYNX Disproportionate Burden Policy: The Disproportionate Burden Policy applies to adverse effects on low-income populations from service changes, fare changes, and all fare changes that will change because of a capital project. Any time there is a difference in impacts between low-income and non-low-income populations of **plus or minus 10%;** such differences in adverse impacts are disproportionate. For example, if the low- income population makes up 30% of the overall population, but would bear 45% of the impacts, there may be a disproportionate impact since the low-income group bears 15% more than its expected share. The Disproportionate Burden Policy will be applied uniformly to all modes of service operated by LYNX.

3. Proposed Service Changes

The proposed Major Service Change will include the following:

Link 1 - Winter Park/Maitland: Discontinue the weekday 8:20 & 9:10 p.m. trips from Winter Park Sun Rail. Discontinue all Saturday service. Schedule adjustments.

Link 6 - Dixie Belle Drive/ Bumby Ave: Discontinue service north of Colonial Plaza Superstop. Service will operate between Colonial Plaza SS and Dixie Belle/Gatlin Dr. Schedule adjustments.

Link 10 - East U.S. 192/St. Cloud: Discontinue weekday 4:05 a.m., 8:30 p.m. & Saturday 4:10 a.m. trips from Kissimmee Intermodal to Hwy 192/Live Oak; Sunday 10 p.m. trip from Hwy 192/ Live Oak to Kissimmee Intermodal.

Link 13 - University Blvd./UCF: Schedule adjustments (weekday).

Link 18 - S. Orange Ave./Kissimmee: Schedule adjustments (weekday & Saturday).

Link 23 - Winter Park/Rosemont/Altamonte Springs: Schedule adjustments (weekday & Saturday).

Link 26 - Pleasant Hill Road/ Poinciana: Schedule adjustments (daily).

Link 36 - Lake Richmond: Schedule adjustments (daily).

Link 42 - I-Drive/ Oak Ridge Rd./OIA: Schedule adjustments (daily).

Link 43 - Winter Park/ Lee Rd./ Pine Hills: Discontinue interline with Link 6 on weekdays. Weekday route will follow weekend routing at Lakemont/Aloma Rd.

Link 48 - W. Colonial Dr./ Powers Dr: Increase Saturday service to every 30 minutes until 7 p.m.

Link 49 - W. Colonial Dr./ Pine Hills/ Rosemont: Increase Saturday service to every 30 minutes until 7 p.m. Trip time changes on Saturday from LCS to :00 and :30 Add Saturday and Sunday 12:15 a.m. trip from LCS to Rosemont Superstop.

Link 51 - Conway Road: Schedule adjustments (weekday).

Link 56 - West U.S. 192/ Magic Kingdom: Discontinue weekday 4:14 & 4:43 a.m. trips from Plaza del Sol to Kissimmee Intermodal.

Link 57 - John Young Parkway: Schedule adjustments (weekday & Saturday).

Link 102 - Orange Ave./ South U.S. 17-92: Schedule adjustments (daily). Change Sunday evening service after 6:45 p.m. to operate every 60 minutes. Change Sunday 9:15 p.m. trip departing LCS to 9:45 p.m.

Link 106 - N. U.S. Hwy 441/Orange Blossom Trail/Apopka: Relocate timepoint at OBT/Silver Star Rd. to OBT/Princeton St.

Link 107 - U.S. 441/ Orange Blossom Trail: Schedule adjustments.

Link 311 - Disney/ Orlando Int'l Airport: Schedule adjustments to improve connections at Sand Lake Sun Rail station. Discontinue service on Tradeshow Blvd. and use Universal Blvd. instead on eastbound trips.

Link 407 - Kissimmee/ OIA/ Medical City FastLink: Reduce service to Lake Nona to two trips Monday - Saturday. Change routing to Landstar Blvd., Meadow Woods Sun Rail, Wetherbee Rd and discontinue service on SR 417. Remove FastLink designation and change route number to 607/607A. Route will make all local stops between Kissimmee Intermodal and OIA. Schedule adjustments.

Link 426 - Poinciana Circulator: Discontinue weekday 5:30 a.m. & 7:30 p.m. trips from Poinciana Walmart. Schedule adjustments (weekday & Saturday).

Link 701 - Orange Technical College Shuttle: Discontinue all service. Replacement service available on NeighborLink 811.

4. Service Equity Analysis Methodology and Results

4.1. Methodology

LYNX staff utilize the Transit Boardings Estimation and Simulation Tool (TBEST), approved by the Florida Department of Transportation (FDOT), to conduct a quantitative disparate impact and disproportionate burden analysis. TBEST utilizes a "people trips" methodology to compare the impact of service change scenarios on minority and low-income populations. In general, the people trips methodology calculates the number of people within a quarter-mile of a transit stop and multiplies that number by the annual number of trips that serve that stop. This results in the number of trips possible in a particular service scenario.

The total number people trips, along with the proportion of minority and low-income people trips, is compared between the existing and proposed service scenarios. This is then compared to the area average for minority and low-income populations to determine if the difference exceeds LYNX's established thresholds of plus/minus 10%. If the difference does exceed the thresholds, and the impact of the changes imposes an adverse effect, then there is evidence of a potential Disparate Impact or Disproportionate Burden.

Population estimates used in this analysis were sourced from the latest 2024 American Community Survey (ACS) and analyzed using TBEST.

4.2. Minority Impact (Disparate Impact)

The LYNX service area has a total population of approx. 1,243,849, with 66% identifying as minority. Using the people trips methodology, the proposed Major Service Change would:

- **Decrease** total population people trips by 6.02 million (-0.03%)
- **Decrease** total non-minority population people trips by 51.57 million (-0.85%)
- **Increase** minority population people trips by 45.65 million (+0.34%)

Although total people trips will decrease by 6.02 million (-0.03%), minority people trips will increase by 45.65 million (+0.34%). Because minority populations will experience an increase, they receive a net benefit rather than a burden, which results in a negative burden value (-759%). Subtracting this burden value from the systemwide share of minority population (66%) results in a final minority impact of -825%. This is below LYNX's 10% threshold, indicating no disparate impact on minority populations.

Table 1 – System-wide Minority Impact (Disparate Impact)

	Non-Minority People Trips (Millions)	Minority People Trips (Millions)
Existing System (Before)	6,122.84	13,527.19
Proposed System (After)	6,071.17	13,572.84
Total Change	-51.67 (-0.85%)	+45.65 (+0.34%)
Burden of Change	859%	-759%
Minority Impact	-759% - 66% = -825%	
Disparate Impact (>10%)?	**No**	

4.3. Low-Income Impact (Disproportionate Burden)

The LYNX service area currently includes approx. 504,450 households, with 26% classified as low-income. Using the people trips methodology, the proposed Major Service Change would:

- **Decrease** total household people trips by 11.33 million (-0.14%)
- **Decrease** total non-low-income household people trips by 14.95 million (-0.26%)
- **Increase** total low-income household people trips by 3.62 million (+0.16%)

Although total household people trips will decrease by 11.33 million (-0.14%), low-income household people trips will increase by 3.62 million (+0.16%). Because low-income households will experience an increase, they receive a net benefit rather than a burden, which results in a negative burden value (-31.9%). Subtracting this burden value from the systemwide share of low-income households (26%) results in a final low-income impact of -57.9%. This is below LYNX's 10% threshold, indicating no disproportionate burden on low-income households.

Table 2 – System-wide Low-Income Impact (Disproportionate Burden)

	Non-Low-Income People Trips (Millions)	Low-Income People Trips (Millions)
Existing System (Before)	5,745.09	2,288.93
Proposed System (After)	5,730.14	2,292.55
Total Change	-14.95 (-0.26%)	+3.62 (+0.16%)
Burden of Change	131.9%	-31.9%
Low-Income Impact	-31.9% - 26% = -57.9%	
Disproportionate Burden (>10%)?	**No**	

Appendix A - Analysis Materials

Table 3 - Minority Impact for All Schedule Types

Minority Disparate Analysis - Service Change Impact			
Weekday Impact	**Total**	**Minority**	**Non-Minority**
Population Trip Change (millions)	-67.3	-12.2	-55.0
Service Change Impacts		**18.2 %**	81.8 %
Minority Impact (18.2%) - System Average Minority Distribution (66%) = -47.8%			
Saturday Impact	**Total**	**Minority**	**Non-Minority**
Population Trip Change (millions)	64.8	57.8	7.1
Service Change Impacts		**89.1 %**	10.9 %
Minority Impact (89.1%) - System Average Minority Distribution (66%) = 23.1%			
Sunday Impact	**Total**	**Minority**	**Non-Minority**
Population Trip Change (millions)	-3.6	.1	-3.7
Service Change Impacts		**-3.0 %**	103.0 %
Minority Impact (-3%) - System Average Minority Distribution (66%) = -69%			
Total Annual Impact	**Total**	**Minority**	**Non-Minority**
Population Trip Change (millions)	-6.0	45.6	-51.7
Service Change Impacts		**-759.0 %**	859.0 %
Minority Impact (-759%) - System Average Minority Distribution (66%) = -825%			

Table 4 - Low-Income Impact for All Schedule Types

Low Income Disparate Analysis - Service Change Impact			
Weekday Impact	**Total**	**Low Income**	**Non-Low Income**
Households Trip Change (millions)	-29.6	-4.7	-24.8
Service Change Impacts		**15.9 %**	84.1 %
Low Income Impact (15.9%) - System Average Low Income Distribution (26%) = -10.1%			
Saturday Impact	**Total**	**Low Income**	**Non-Low Income**
Households Trip Change (millions)	20.5	8.5	11.9
Service Change Impacts		**41.7 %**	58.3 %
Low Income Impact (41.7%) - System Average Low Income Distribution (26%) = 15.7%			
Sunday Impact	**Total**	**Low Income**	**Non-Low Income**
Households Trip Change (millions)	-2.3	-.2	-2.0
Service Change Impacts		**9.6 %**	90.4 %
Low Income Impact (9.6%) - System Average Low Income Distribution (26%) = -16.4%			
Total Annual Impact	**Total**	**Low Income**	**Non-Low Income**
Households Trip Change (millions)	-11.3	3.6	-14.9
Service Change Impacts		**-31.9 %**	131.9 %
Low Income Impact (-31.9%) - System Average Low Income Distribution (26%) = -57.9%			

Title VI Disparate Analysis - Route-Level Comparison Report

Service and Minority Population

Analysis Name: December 2026 Title VI Analysis

Scenario A: February 2026

Scenario B: December 2026

System Percent Minority 66%

Disparate Impact: People Trips ↑ (<= -10%)

People Trips ↓ (>= 10%)

Non-Disparate Impact:

Report Date: 8/21/2026 3:44:20 PM

Report Notes: Minority Burden is calculated by dividing the Scenario A and B Minority People Trips count difference by the Scenario A and B Population People Trips count difference

Route-Level Minority Percent Disparate is calculated by subtracting the Scenario A Route-Level Percent Minority from the Route Minority Burden

System-Level Minority Percent Disparate is calculated by subtracting the System Percent Minority (66%) from the System Minority Burden

Route Summary

Route	Service Change	Annual Service Trips			Total Population			Minority Population			Percent Minority			Population People Trips (mil)			Minority People Trips (mil)			Non-Minority Burden	Minority Burden	% Disparate
		A	B	% Change	A	B	% Change	A	B	% Change	A	B	% Change	A	B	% Change	A	B	% Change			
1.		9,555	7,140	-25.3%	10,773	10,773	0.0%	5,489	5,489	0.0%	51.0%	51.0%	0.0%	80.27	61.88	-22.9%	41.17	31.39	-23.8%	46.8%	53.2%	2.2%
6.		6,630	6,630	0.0%	29,187	20,062	-31.3%	14,896	12,785	-14.2%	51.0%	63.7%	12.7%	182.89	124.16	-32.1%	91.85	78.25	-14.8%	76.8%	23.2%	-27.9%
10.		21,555	20,935	-2.9%	21,205	21,062	-0.7%	15,404	15,283	-0.8%	72.6%	72.6%	-0.1%	421.52	409.39	-2.9%	305.91	296.95	-2.9%	26.1%	73.9%	1.2%
13.		12,500	12,500	0.0%	42,687	42,689	0.0%	18,059	18,060	0.0%	42.3%	42.3%	0.0%	490.02	490.11	0.0%	208.16	208.18	0.0%	78.6%	21.4%	-20.9%
18.		10,230	10,230	0.0%	43,896	43,872	-0.1%	29,705	29,664	-0.1%	67.7%	67.6%	-0.1%	409.14	408.42	-0.2%	281.01	280.41	-0.2%	16.1%	83.9%	16.2%
23.		9,500	9,500	0.0%	18,918	18,809	-0.6%	10,754	10,714	-0.4%	56.8%	57.0%	0.1%	149.74	148.18	-1.0%	85.79	85.23	-0.6%	64.5%	35.5%	-21.4%
26.		18,110	18,110	0.0%	9,144	9,144	0.0%	7,253	7,253	0.0%	79.3%	79.3%	0.0%	153.82	153.82	0.0%	121.88	121.88	0.0%	0.0%	0.0%	0.0%
36.		12,170	12,170	0.0%	16,355	16,247	-0.7%	12,548	12,457	-0.7%	76.7%	76.7%	-0.1%	146.66	145.65	-0.7%	114.85	113.94	-0.8%	9.8%	90.2%	13.5%
42.		28,105	28,105	0.0%	18,026	17,974	-0.3%	15,041	14,994	-0.3%	83.4%	83.4%	0.0%	480.57	471.57	-1.9%	403.18	395.72	-1.8%	17.1%	82.9%	-0.6%
43.		10,930	10,930	0.0%	27,209	27,080	-0.5%	18,959	18,868	-0.5%	69.7%	69.7%	0.0%	283.42	282.88	-0.2%	198.88	198.5	-0.2%	29.4%	70.6%	0.9%
48.		22,065	23,880	8.2%	18,434	18,434	0.0%	14,780	14,780	0.0%	80.2%	80.2%	0.0%	389.27	421.3	8.2%	314.29	340.16	8.2%	19.2%	80.8%	0.6%
49.		21,975	23,790	8.3%	26,619	26,559	-0.2%	21,966	21,904	-0.3%	82.5%	82.5%	0.0%	555.83	599.84	7.9%	459.85	496.15	7.9%	17.5%	82.5%	0.0%
51.		12,555	12,555	0.0%	25,996	25,977	-0.1%	14,542	14,533	-0.1%	55.9%	55.9%	0.0%	308.77	308	-0.2%	174.52	174.22	-0.2%	60.2%	39.8%	-16.1%
56.		28,760	28,250	-1.8%	16,103	16,083	-0.1%	12,790	12,788	0.0%	79.4%	79.5%	0.1%	432.45	426.96	-1.3%	345.37	341.16	-1.2%	23.2%	76.8%	-2.7%
57.		9,610	9,610	0.0%	32,490	32,482	0.0%	25,924	25,923	0.0%	79.8%	79.8%	0.0%	284.81	284.69	0.0%	225.76	225.73	0.0%	79.2%	20.8%	-59.0%
102.		30,410	30,135	-0.9%	20,814	20,763	-0.2%	7,529	7,518	-0.1%	36.2%	36.2%	0.0%	592.11	585.92	-1.0%	215.09	212.97	-1.0%	65.7%	34.3%	-1.9%
106.		23,295	23,295	0.0%	16,353	16,334	-0.1%	10,568	10,564	0.0%	64.6%	64.7%	0.1%	357.29	356.93	-0.1%	230.23	230.12	-0.1%	67.7%	32.3%	-32.4%
107.		34,440	34,440	0.0%	14,507	14,518	0.1%	11,936	11,947	0.1%	82.3%	82.3%	0.0%	477.12	477.52	0.1%	393.56	393.96	0.1%	-0.5%	100.5%	18.2%
311.		25,660	25,185	-1.9%	1,077	994	-7.7%	501	476	-5.0%	46.5%	47.9%	1.4%	24.44	20.95	-14.2%	11.83	10.71	-9.4%	67.9%	32.1%	-14.4%
407.	Renamed to 607	4,960	NA	-100.0%	8,331	NA	-100.0%	7,669	NA	-100.0%	92.1%	NA	-100.0%	34.59	NA	-100.0%	32.38	NA	-100.0%	6.4%	93.6%	1.5%
426.		7,875	7,365	-6.5%	20,803	20,806	0.0%	18,807	18,811	0.0%	90.4%	90.4%	0.0%	163.82	153.24	-6.5%	148.11	138.54	-6.5%	9.7%	90.3%	-0.1%
607.	Renamed form 407	NA	4,960	100.0%	NA	18,490	100.0%	NA	16,760	100.0%	NA	90.6%	100.0%	NA	81.92	100.0%	NA	75.58	100.0%	7.7%	92.3%	26.3%
701.	Removed Route	1,020	NA	-100.0%	781	NA	-100.0%	421	NA	-100.0%	53.9%	NA	-100.0%	0.8	NA	-100.0%	0.43	NA	-100.0%	46.1%	53.9%	0.0%
Totals		**361,910**	**359,715**	**-0.6%**	**439,708**	**439,152**	**-0.1%**	**295,541**	**301,571**	**2%**	**67.2%**	**68.7%**	**1.5%**	**6,419.35**	**6,413.33**	**-0.09%**	**4,404.10**	**4,449.75**	**1.04%**	**859.0%**	**-759.0%**	**-825.0%**

Title VI Disparate Analysis - Route-Level Comparison Report

Service and Low Income Population

Analysis Name: December 2026 Title VI Analysis

Scenario A: February 2026

Scenario B: December 2026

System Percent Low Income 26%

Disparate Impact: People Trips ↑ (<= -10%)

People Trips ↓ (>= 10%)

Non-Disparate Impact:

Report Date: 8/21/2026 3:44:46 PM

Report Notes: Low Income Burden is calculated by dividing the Scenario A and B Low Income People Trips count difference by the Scenario A and B Households People Trips count difference

Route-Level Low Income Percent Disparate is calculated by subtracting the Scenario A Route-Level Percent Low Income from the Route Low Income Burden

System-Level Low Income Percent Disparate is calculated by subtracting the System Percent Low Income (26%) from the System Low Income Burden

Route Summary

Route	Service Change	Annual Service Trips			Total Households			Low Income Households			Percent Low Income			Households People Trips (mil)			Low Income People Trips (mil)			Non-Low Income Burden	Low Income Burden	% Disparate
		A	B	% Change	A	B	% Change	A	B	% Change	A	B	% Change	A	B	% Change	A	B	% Change			
1.		9,555	7,140	-25.3%	5,189	5,189	0.0%	1,153	1,153	0.0%	22.2%	22.2%	0.0%	38.75	29.83	-23.0%	8.9	6.97	-21.7%	78.3%	21.7%	-0.5%
6.		6,630	6,630	0.0%	12,406	8,512	-31.4%	2,606	2,115	-18.8%	21.0%	24.8%	3.8%	77.8	52.73	-32.2%	16.11	12.96	-19.6%	87.4%	12.6%	-8.4%
10.		21,555	20,935	-2.9%	7,964	7,915	-0.6%	2,356	2,338	-0.8%	29.6%	29.5%	0.0%	158.11	153.58	-2.9%	46.39	45.01	-3.0%	69.5%	30.5%	0.9%
13.		12,500	12,500	0.0%	20,055	20,056	0.0%	4,045	4,045	0.0%	20.2%	20.2%	0.0%	226.94	226.98	0.0%	45.46	45.46	0.0%	80.0%	20.0%	-0.2%
18.		10,230	10,230	0.0%	17,938	17,958	0.1%	4,326	4,330	0.1%	24.1%	24.1%	0.0%	163.49	163.42	0.0%	39.19	39.17	-0.1%	66.9%	33.1%	9.0%
23.		9,500	9,500	0.0%	8,331	8,284	-0.6%	2,258	2,248	-0.4%	27.1%	27.1%	0.0%	66.17	65.49	-1.0%	18.28	18.12	-0.9%	77.0%	23.0%	-4.1%
26.		18,110	18,110	0.0%	3,063	3,063	0.0%	933	933	0.0%	30.5%	30.5%	0.0%	51.64	51.64	0.0%	15.8	15.8	0.0%	0.0%	0.0%	0.0%
36.		12,170	12,170	0.0%	6,062	6,011	-0.8%	2,018	1,994	-1.2%	33.3%	33.2%	-0.1%	56.07	55.65	-0.8%	19.4	19.11	-1.5%	31.1%	68.9%	35.6%
42.		28,105	28,105	0.0%	6,476	6,457	-0.3%	2,409	2,402	-0.3%	37.2%	37.2%	0.0%	172.55	169.44	-1.8%	65.11	63.81	-2.0%	58.1%	41.9%	4.7%
43.		10,930	10,930	0.0%	10,018	9,983	-0.3%	3,250	3,242	-0.2%	32.4%	32.5%	0.0%	104.15	104.02	-0.1%	33.95	33.94	0.0%	88.5%	11.5%	-20.9%
48.		22,065	23,880	8.2%	6,283	6,283	0.0%	2,259	2,259	0.0%	36.0%	36.0%	0.0%	131.84	142.69	8.2%	47.62	51.52	8.2%	64.0%	36.0%	0.0%
49.		21,975	23,790	8.3%	9,284	9,264	-0.2%	3,592	3,583	-0.3%	38.7%	38.7%	0.0%	193.43	208.81	8.0%	75.44	81.39	7.9%	61.3%	38.7%	0.0%
51.		12,555	12,555	0.0%	12,331	12,323	-0.1%	2,414	2,414	0.0%	19.6%	19.6%	0.0%	146.01	145.67	-0.2%	28.58	28.52	-0.2%	82.7%	17.3%	-2.3%
56.		28,760	28,250	-1.8%	5,801	5,793	-0.1%	2,045	2,044	0.0%	35.3%	35.3%	0.0%	156.03	154	-1.3%	55.37	54.64	-1.3%	64.3%	35.7%	0.5%
57.		9,610	9,610	0.0%	11,274	11,270	0.0%	3,812	3,812	0.0%	33.8%	33.8%	0.0%	98.17	98.12	-0.1%	33.05	33.05	0.0%	90.0%	10.0%	-23.8%
102.		30,410	30,135	-0.9%	10,735	10,712	-0.2%	2,008	2,007	0.0%	18.7%	18.7%	0.0%	305.49	302.39	-1.0%	57.92	57.39	-0.9%	82.7%	17.3%	-1.4%
106.		23,295	23,295	0.0%	6,834	6,826	-0.1%	2,344	2,343	0.0%	34.3%	34.3%	0.0%	149.93	149.78	-0.1%	51.8	51.76	-0.1%	76.9%	23.1%	-11.2%
107.		34,440	34,440	0.0%	5,330	5,335	0.1%	2,077	2,078	0.0%	39.0%	39.0%	0.0%	175.98	176.14	0.1%	68.51	68.58	0.1%	54.8%	45.2%	6.2%
311.		25,660	25,185	-1.9%	410	377	-8.0%	64	61	-4.7%	15.6%	16.2%	0.6%	9.22	7.86	-14.8%	1.54	1.43	-7.3%	91.8%	8.2%	-7.4%
407.	Renamed to 607	4,960	NA	-100.0%	2,806	NA	-100.0%	716	NA	-100.0%	25.5%	NA	-100.0%	11.7	NA	-100.0%	3.02	NA	-100.0%	74.2%	25.8%	0.3%
426.		7,875	7,365	-6.5%	6,763	6,764	0.0%	2,249	2,249	0.0%	33.3%	33.2%	0.0%	53.26	49.82	-6.5%	17.71	16.56	-6.5%	66.7%	33.3%	0.1%
607.	Renamed from 407	NA	4,960	100.0%	NA	6,224	100.0%	NA	1,688	100.0%	NA	27.1%	100.0%	NA	27.61	100.0%	NA	7.64	100.0%	72.3%	27.7%	1.7%
701.	Removed Route	1,020	NA	-100.0%	250	NA	-100.0%	57	NA	-100.0%	22.8%	NA	-100.0%	0.26	NA	-100.0%	0.06	NA	-100.0%	77.2%	22.8%	0.0%
Totals		**361,910**	**359,715**	**-0.6%**	**175,603**	**174,599**	**-0.6%**	**48,991**	**49,338**	**0.7%**	**27.9%**	**28.3%**	**0.4%**	**2,546.98**	**2,535.65**	**-0.44%**	**749.21**	**752.83**	**0.48%**	**131.9%**	**-31.9%**	**-57.9%**

Action Item #6.A

To: **LYNX Finance & Audit Committee**

From: **Carl Weckenmann**
DIRECTOR OF PLANNING and DEVELOPMENT
Myles O'Keefe
Technical Contact

Phone: **407.841.2279 ext: 6075**

Item Name: **Authorization to Submit the FY2027 Transit Development Plan (TDP) Annual Update to the Florida Department of Transportation (FDOT)**

Date: **10/15/2026**

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit the FY2027 Transit Development Plan (TDP) Annual Update to the Florida Department of Transportation (FDOT) for approval to meet Block Grant funding requirements.

BACKGROUND:

Effective July 9, 2024, Rule 14-73, Florida Administrative Code, pertaining to TDPs for public transit agencies was updated to streamline the process, increase coordination with Metropolitan Planning Organizations, increase focus on prioritized projects, and establish a new submission deadline of March 1st for Major Updates and Annual Updates.

The LYNX TDP Annual Update is completed as a self-evaluation tool to review progress towards meeting the goals and implementation plan set within the Major Update that is completed every five years. The TDP Annual Update assesses LYNX's past year accomplishments, identifies steps to mitigate any discrepancies between the plan and its implementation for the past year, and facilitates any necessary changes to the implementation plan for the coming year.

The Annual Update also includes a new 10th year (2036) and associated new projects as well as an updated financial plan identifying operating and capital improvements for LYNX over a ten-

year planning horizon, covering the year for which funding is sought, and the nine subsequent years.

Some of the accomplishments highlighted in the LYNX FY2027 TDP Annual Update, include:

- Completed the Transportation Disadvantaged Service Plan (TDSP) Annual Update (FY2026).
- Completed the Transit Development Plan (TDP) Annual Progress Report (FY2026).
- Completed a major update to the Transit Asset Management (TAM) Plan (FY2026).
- LYNX closed on the property that will serve as the future home of the LYNX Southern Operations and Maintenance Facility in June 2026.
- Completed the agency's first Customer Satisfaction Survey since 2017 (FY2026).
- Continued coordination with the Greater Orlando Aviation Authority to identify a potential site for a new Bus Transfer Facility at the Orlando International Airport (FY2023-FY2026).
- Kicked-off a project with Orange County to implement a rapid bus service on International Drive, serving the Orange County Convention Center (FY2026-FY2028).

The TDP is a needs-based assessment and is not financially constrained.

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes $12,114,144 for the FDOT Block Grant. An approved TDP is required prior to FDOT release of any Block Grant funding.

Action Item #6.B

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Approval of the LYNX Finance and Audit Committee Meeting Dates for 2027**

Date: **10/15/2027**

ACTION REQUESTED:

Staff is requesting the Finance and Audit Committee's approval for the LYNX Finance and Audit Committee meeting dates for 2027.

BACKGROUND:

The proposed dates for 2027 are as follows:

- Thursday, January 21, 2027 – 1:30 p.m.
- Thursday, February 18, 2027 – 1:30 p.m.
- Thursday, March 18, 2027 – 1:30 p.m.
- Thursday, April 15, 2027 – 1:30 p.m.
- Thursday, May 20, 2027 – 1:30 p.m.
- Thursday, June 17, 2027 – 1:30 p.m.
- Thursday, July 15, 2027 – 1:30 p.m.
- Thursday, August 19, 2027 – 1:30 p.m.
- Thursday, September 16, 2027 – 1:30 p.m.
- Thursday, October 21, 2027 – 1:30 p.m.
- Thursday, December 2, 2027 – 1:30 p.m.

LYNX Finance & Audit Committee Agenda

LYNX Administrative Rule 2 – Board Governance (Bylaws) authorizes the LYNX Board of Directors to establish committees and those committees are to annually establish their meeting schedule. Listed below are the current committees established by the LYNX Board of Directors and the meeting schedule:

- LYNX Oversight Committee & Board of Directors: Fourth Thursday of the month
- Finance and Audit Committee: Third Thursday of the month
- Risk Management Committee: Quarterly

Discussion Item #7.A

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Presentation of FY2026 Audit Plan by Forvis Mazars**

Date: **10/15/2026**

Presentation of the FY2026 Audit Plan by a representative from Forvis Mazars.

Discussion Item #7.B

To: **LYNX Finance & Audit Committee**

From: **Leonard Antmann**
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: **407.841.2279 ext: 6125**

Item Name: **Admin Rule 13 Workshop Session**

Date: **10/15/2026**

LYNX Staff will lead a discussion on Administrative Rule 13 – Finance Policy.

ADMINISTRATIVE RULE 13

FINANCE AND ACCOUNTING RULES

DATE: TBD

RULE 13: Finance and Accounting Rules

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13.1. General Financial Policies

13.1.1 Definitions

Capitalized terms not otherwise defined herein shall have the meanings provided for such terms as set forth in Administrative Rule 1.

13.1.2 Purpose

The purpose of this Administrative Rule is to establish, simplify, centralize, and modernize the rules governing the financial operations of the Authority.

13.1.3 Roles and Responsibilities

A. Governing Board

1. The Board has the right to approve the expenditure of funds pursuant to the authority granted to it under Part II of Ch. 343, Florida Statutes, subject to the requirements of applicable state or Federal laws and/or regulations.
2. Additionally, the process by which the Authority may enter into Contracts that commit the expenditure of funds is further defined in Administrative Rule 4, Procurement and Contract Administration.
3. The Board is responsible for establishing expectations for internal control, communicating those expectations to management, and evaluating management's effectiveness.

B. Chief Executive Officer (CEO)

1. In accordance with Administrative Rule 2 and subject to the limitations contained in these Administrative Rules, the CEO is responsible for the day-to-day administration of the Authority and for implementing and carrying out the policies established by the Board.
2. The CEO shall have the authority to adopt operational and control procedures, consistent with this Administrative Rule and Florida Statutes governing financial management.
3. The CEO and those officers and employees of the Authority as specifically designated in these Administrative Rules have the authority to approve the expenditure of funds within the threshold established in these Administrative Rules.
4. The CEO shall provide or cause to be provided a financial report to Board at least once a quarter, comparing actual results to the approved budget.
5. The CEO has the authority to prepare and submit grant applications on behalf of the Authority (and in certain instances to delegate the CEO's authority) in accordance with Administrative Rule 11, subject to the dollar limitations contained therein.
6. The CEO may also accept awarded grants and execute grant agreements that have been duly approved in accordance with Administrative Rule 11,

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unless specifically prohibited by applicable law or these Administrative Rules.

C. Chief Financial Officer (CFO)

1. The CFO under the auspices of the CEO oversees and directs all financial management activities of the Authority, subject to the limitations contained in these Administrative Rules and applicable Policies.

2. The CFO is responsible for performing the treasury function in accordance with the Board-approved Investment Policy.

D. Director of Finance

1. The Director of Finance assists Senior Staff in the development, implementation and administration of financial procedures and processes.

2. The Director of Finance under the auspices of the CFO is responsible for maintaining internal controls over financial reporting.

E. Comptroller

1. The Comptroller under the auspices of the CFO shall:

a. Manage all operational accounting responsibilities such as Accounts Receivable, Accounts Payable, Payroll, Asset Administration, and Material Control.

b. Review the Authority's Finance procedures as needed, but no less than annually, and recommend any necessary amendments to the CFO, CEO and Board to ensure integrity of the financial system.

c. Supervise the receipt, management and disbursement of all capital and operating funds including payroll.

d. Execute and issue payment for employment, goods and services as approved and/or executed by the Board, Senior Staff, or other applicable personnel, in each case within the authority granted to them within these Administrative Rules, via check, wire, direct deposit, Automated Clearing House (ACH), Electronic Funds Transfer (EFT) and Procurement Card (P-Card). Payment processing and release shall be subject to segregation of duties, including (i) payment release approval by an authorized approver who is independent of payment preparation; (ii) controls over creation and modification of vendor records and banking information (including independent verification for changes); and (iii) controls to prevent an individual from both preparing and approving the same disbursement. Supporting documentation for each disbursement shall be retained in accordance with applicable record retention requirements.

13.1.4 Applicable Laws and Regulations: Conflicts, Changes

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In the event an applicable law, regulation or accounting standard is modified or eliminated, or a new law, regulation or accounting standard is adopted, the revised law, regulation or accounting standard shall, to the extent inconsistent with Authority Rules, Policies and/or Procedures, automatically supersede said Rules, Policies and/or Procedures.

13.1.5 Guiding Financial Policies

A. It is the Authority's policy to maintain satisfactory financial capacity in compliance with requirements of its grantors, including the FTA, by:

1. Achieving satisfactory financial condition by maintaining the ability to pay its current costs from existing revenues,
2. Achieving satisfactory financial capability by maintaining the ability to meet its expansion costs in addition to its existing operations from projected revenues, and
3. Maintaining excellent internal controls to ensure effective stewardship of public funds.

B. The Authority understands financial capacity includes an assessment of:

1. its general financial condition and its nonfederal funding entities; and
2. its financial capability and its nonfederal funding entities, including an assessment of the Authority's ability to fund current capital projects as well as ongoing operating needs.

13.1.6 Financial Standards Policy

A. Review of Administrative Rule

This Administrative Rule will be reviewed by the Board, at a minimum, every three years for any necessary changes.

13.1.7 Fiscal Sustainability

A. Generally

1. Fiscal sustainability is achieved when service and infrastructure levels and standards are delivered according to a long-range plan without the need to reduce services, delay construction, or increase rates on an emergency or unplanned basis.
2. Fiscal sustainability emphasizes long-range financial planning that shifts the attention to strategic goals of the Authority and away from a one-year budget perspective.
3. Continuing revenue sources will be used to support continuing operating needs, and one-time or highly volatile revenue sources will support specific non-recurring projects.

B. Policy Statement

1. The Authority is committed to developing and following financial policies that will allow it to achieve its strategic goals and support its Transit Development Plan (TDP).

2. In order to achieve these goals and fulfill its commitment to funding partners and the riding public, the Authority relies on just a few major sources of continuing revenue to support its ongoing operations and capital programs which include fare revenues, Contracts, local partner contributions and Federal and State grants. In order to achieve fiscal sustainability, the Authority emphasizes long-range planning to position itself to maintain current service levels, addition of new service and routes, and to sustain its capital improvement program.

3. To ensure the Authority's financial sustainability, the following financial principles are incorporated into the annual budget, and will continue to be in future planning:

   a. The Authority will develop budgets that are transparent and clearly specify all sources of revenue and related uses,

   b. The Authority will lay out a five-year strategic plan for operations, capital and revenue, that discloses major assumptions regarding financial trends,

   c. Continuing operations will be supported by continuing revenue (as described in Section 13.1.7.B.2. above). Any increases in operating and ongoing expenses will be limited to the amount of increases in continuing revenue; ensure funds that are specific project related will be utilized in accordance with its purpose, and

   d. Capital projects will be evaluated to determine whether the Authority has the resources to operate and maintain the related projects for the long term.

13.1.8 Requirement of Good Faith

This Administrative Rule 13 requires all parties involved in the administration of the receipt, management and disbursement of Authority funds to act in good faith.

13.1.9 Waiver of Requirements

The Authority's Governing Board may, when consistent with law, waive any or all requirements or provisions set forth in these Administrative Rules and proceed thereafter to take action that is deemed to be in the best interest of the Authority. Any waiver shall be documented in writing and shall specify (i) the requirement(s) being waived; (ii) the reason for the waiver; (iii) the duration of the waiver (including an expiration date, if applicable); and (iv) any compensating controls or alternative procedures to be followed. Waivers shall be approved by formal Board action and shall be maintained in a waiver log by the Finance Department. Management shall report waivers granted to the Finance and Audit and Oversight Committees at least annually.

13.1.10 Consequences for Rule Violation

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A. Any Authority employee who violates any provision of this Administrative Rule 13 will be subject to discipline, up to and including termination from Authority employment.

B. The Authority specifically reserves the right to pursue all available legal remedies against an employee who violates this Administrative Rule 13.

13.2. Financial Planning/Budgets

13.2.1 Financial Policies Guiding the Budget

A. The Authority operates as an **Enterprise Fund**. An "**Enterprise Fund**" is defined, consistent with National Council on Governmental Accounting, Statement 1, as a fiscal and accounting entity with a balanced set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations.

B. The budget must be balanced so that revenues equal expenses.

C. The Authority will comply with all applicable state and Federal mandates governing the development and implementation of the budget.

D. All items submitted to the Board shall clearly identify the budgetary impact of the proposed action.

E. The Authority will maintain a budgetary control system to ensure adherence to the adopted or amended budget and will prepare, publish, and distribute quarterly reports comparing actual revenue and expenditures to budgeted amounts.

13.2.2 Roles, Authority and Responsibilities

A. Board Authority and Responsibility, as per Administrative Rule 2

1. The Board shall adopt a balanced Authority Budget for the following Fiscal Year no later than September 30th. In the event that the Board does not adopt the Authority Budget by September 30, the Governing Board may adopt a continuing appropriations resolution until such time as the Authority Budget is adopted.

2. The Board shall approve an amended budget resolution as necessary during the Fiscal Year.

B. CFO and/or Director of Finance Authority and Responsibility

1. As delegated by the CEO, the CFO is responsible for preparing and submitting to the Finance & Audit and Oversight committees a proposed Authority Annual Operating and Capital Budget for the following Fiscal Year(s) by May 31 of each year.

2. The CFO and/or the Director of Finance will prepare an amended budget should revenues and/or expenses change materially from the initial adopted budget.

3. The CFO and/or the Director of Finance may approve budgetary transfers that result in no net change in the total budget.

C. Directors/Managers Authority and Responsibility

1. Prepare annual operating and capital budgets and provide the necessary support that aligns with and supports the Authority's vision, mission, goals, and long-range plans, which are subject to revision and approval by the Board.

2. Provide background and support information for proposed programs and activities that have been prioritized to achieve departmental and organizational goals.

3. Departments are accountable for managing their approved annual budgets.

13.3. Financial Reporting and Business Analysis

13.3.1 Policy Statement

A. It is the Authority's policy to prepare financial reports which provide full disclosure of all material financial operations and activities.

B. The Authority's leadership team bears the responsibility for preparing and disseminating financial reports that are accurate, timely, and complete.

C. The Authority's financial reports conform to generally accepted accounting principles ("**GAAP**"), and are prepared on the accrual basis of accounting, treating the Authority as a single Enterprise Fund.

D. The Authority is committed to providing accurate, concise, and quality financial information to its Governing Board, the citizens of this community, and all other interested parties.

13.3.2 Preparation and Reporting; Authority and Responsibilities

A. Director of Finance

1. The Director of Finance, under the auspices of the CFO, is charged with preparing and reporting external financial results (inclusive of, but not limited to financial reports listed herein), and governmental and inter agency reports with audited financial statement components, such as financial results reported in the National Transit Database Report, State Comptroller's reports, and reports to other agencies.

2. All financial results communicated outside of the Authority should be reviewed and approved by the CFO.

B. Authority employees

1. Authority employees are responsible and accountable for maintaining the integrity of the Authority's financial reporting.

2. All Authority employees must:

a. Ensure posted transactions and other entries accurately reflect the true nature of the Authority's transactions,

b. Follow all review and approval policies and procedures for all transactions,

c. Comply with the documented internal controls; and

d. Follow document retention requirements.

13.3.3 Composition and Production

Authority Annual Comprehensive Financial Report shall include a Statement of Net Position, Statement of Revenues, Expenses, Changes in Net Position and a Statement of Cash Flows and a Supplementary Schedule of Revenue and Expense produced by the Finance Department.

13.3.4 Annual Audit

A. Annual Financial Audits

As part of the Authority's annual audit process, annual audits of the Authority's financial records are performed by an external auditor recommended by the Auditor Selection Evaluation Committee and selected by the Board in accordance with Administrative Rule 2.

B. Independent Audit Firm Reports

1. The external auditor shall report audit results directly to the Finance and Audit Committee, Oversight Committee and Board.

2. The external auditor is responsible for preparing and submitting to the Authority the following reports:

a. Basic financial statements referenced in comprehensive financial reporting, in compliance with Generally Accepted Auditing Standards.

b. Single Audit – Compliance with Generally Accepted Government Auditing Standards, Uniform Guidance for federal awards, etc.

13.3.5 Accounting

A. Purpose

The purpose of this **Section 13.3.5** is to document the Authority's method of accounting, audit schedule, financial reporting, and Finance and Audit Committee designation.

B. Persons Affected

Authority Governing Board, Senior Staff and all Authority personnel.

C. Policy Statement

The Authority is committed to maintaining the highest possible standards of financial integrity, capacity, transparency, and sustainability in support of its

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mission and goals. This commitment includes full compliance with applicable FTA, FDOT, and all other applicable federal and state laws, regulations, and agency regulations.

D. General Accounting Standards

The Authority operates as an Enterprise Fund and uses a modified accrual basis of accounting in the preparation of the Authority's financial statements.

E. Chart of Accounts

The Authority utilizes a uniform chart of accounts, classification/categories of funds, and accounting practices and procedures. The chart of accounts are in compliance with the Uniform System of Accounts to align reporting with the National Transit Database (NTD) reporting requirements.

F. Compliance with GAAP and GASB

The Authority's accounting system shall be maintained on an annual basis and shall be consistent with GAAP and Government Accounting Standards Board ("**GASB**") standards for governmental entities.

G. Capitalization Policies

The reporting of both capitalization and depreciation of the Authority's general assets should comply with the latest GASB pronouncements. Real estate, buildings, passenger amenities, vehicles, systems, and equipment valued over $300.00 are capitalized by the Authority.

H. General Ledger - Recording Financial Transactions

Financial accounting transactions (exclusive of budget) are entered into the general ledger of the Authority by personnel authorized by the CFO, and must be reviewed by a separate authorized employee of the Finance Department before it is posted.

13.4. Fraud Prevention Policy

13.4.1 Purpose and Objectives

A. It is the Authority's intent to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of fraud-related investigations.

B. The Authority's Fraud Prevention Policy

1. Provides a framework for:
    a. Detection and prevention of actual fraud.
    b. Reporting of detected and/or suspected fraudulent activity.
    c. Investigation of fraud-related matters.
2. Ensures the Authority leadership/management team is aware of their responsibilities for detection and prevention.

3. Provides clear guidance to employees and other persons to whom this **Section 13.4** applies regarding reporting suspected and/or detected fraud or fraudulent activity.

4. Provides assurance reported fraudulent activity and suspected fraudulent activity will be investigated.

13.4.2 Policy Application

This **Section 13.4** applies to Board members, Authority employees and representatives of suppliers, Contractors, consultants, service providers or any other entity doing any type of business with the Authority.

13.4.3 Fraud and Fraudulent Activity

A. "**Fraud**" is any illegal act characterized by deceit, concealment, or violation of trust. These acts are not dependent upon the threat of violence or physical force. Frauds are perpetrated by parties and organizations to obtain money, property, or services; to avoid payment or loss of services; or to secure personal or business advantage. In essence it is putting an individual's personal interest over that of the business that they are serving.

B. "**Fraudulent activity**" includes but is not limited to the following act(s):

1. Forgery or alteration of any document or account belonging to the Authority.

2. Forgery or alteration of a check, bank draft or any other financial instrument.

3. Misappropriation of funds, securities, supplies or other assets by false means.

4. Falsifying records such as payrolls, removing documents from files and/or replacing it with falsified records.

5. Willful suppression of facts or deception in matters such as appointments, placements, submission of reports, or tender committee recommendations resulting in wrongful gain(s) to some and wrongful loss(es) to others.

6. Utilizing Authority funds for personal purposes.

7. Authorizing or receiving payments for goods not supplied or services not rendered.

8. Destruction, disposition, or removal of records or any other assets with an ulterior motive to manipulate and misrepresent the facts, thereby creating suspicion, suppression, or deceit, and preventing an objective assessment or decision from being reached.

9. Any other act that falls within the generally accepted definition of fraudulent activity.

13.4.4 Fraud Prevention Responsibilities

A. General Responsibility

1. Every Authority employee and each representative of Vendors, suppliers, Contractors, consultants, service providers or any other agency(ies) doing any type of business with the Authority is responsible to take reasonable steps to protect the Authority from fraud or fraudulent activity in their areas of responsibility/control.

2. All Authority personnel share in the overall responsibility for fraud prevention and detection and for implementing the Authority's Fraud Prevention Policy.

B. Management Responsibility

1. Ensure all employees are familiar with the types of fraudulent activities that may occur within their area of responsibility and how to recognize and detect those activities.

2. Educate employees on fraud prevention and detection, as well as the Authority's expectations regarding fraud and fraudulent conduct.

3. Foster an organizational culture that encourages employees to report any detected or suspected fraud or fraudulent activity without fear of retribution.

13.4.5 Fraud Prevention Reporting

A. Reporting Required

1. All persons to whom this **Section 13.4** applies are required to report any detected or suspected fraud or fraudulent activity as soon as they become aware of said activity or incident.

2. All Fraud Prevention Reports shall be made to the CFO or the Director of Finance and should be in writing whenever possible. Additionally, reports may be made through the Authority's "See Something/Say Something" program.

3. If the reporting person cannot or is not willing to furnish a written report but is in a position to give a verbal account of the fraud/suspected fraud incident, then the person receiving the verbal report shall record such details in writing as narrated by the reporting person together with detailed information regarding the identity of the reporting person.

4. In the event a Fraud Prevention Report is made in confidence, the person receiving said report shall maintain the confidentiality of the reporting person's identity, to the extent permissible under Authority policy and applicable laws.

13.4.6 Investigations of Fraud Prevention Reports

A. Investigation Responsibility

1. Generally

a. The Comptroller, under the auspices of the Director of Finance, has the primary responsibility to coordinate the investigation of

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all reported, detected, or suspected fraud. The Comptroller will coordinate with other resources as needed, specifically Human Resources, Safety/Security and Legal Departments.

2. Other Investigative Responsibility for Certain Persons

a. If a report of fraud or suspected or detected fraudulent activity is filed against the Comptroller, Director of Finance, or any Senior Staff member (for the avoidance of doubt, excluding the CEO), the CEO shall assume primary responsibility for coordinating the investigation, in consultation with Chairman and the Authority's General Counsel.

b. If a report of fraud or suspected or detected fraudulent activity is filed against the CEO, the Chairman shall assume primary responsibility for coordinating the investigation, in consultation with the Authority's General Counsel.

The person giving primary investigative authority pursuant to this Section 13.4.6.A. is referred to herein as the "**Investigating Officer**".

B. Investigative Scope and Access

1. The Investigating Officer shall ensure all relevant evidence, records and documents are immediately taken into custody and protected from potential tampering, destruction and/or removal by the suspected perpetrators of fraud or by any other person under his/her influence.

2. The Investigating Officer's fraud prevention investigation team shall be provided:

a. Free and unrestricted access to all Authority records, personnel, and premises, whether owned or rented; and

b. The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when they are within the scope of the investigation when determined by the Investigating Officer. Such actions shall be limited to what is reasonably necessary for the investigation and shall be coordinated with the Authority's General Counsel and Human Resources as appropriate. Where practicable, the investigation team shall document the items reviewed/collected and the basis for the action, and shall comply with applicable laws, policies, and retention requirements.

3. All reports of detected or suspected fraud and/or fraudulent activity shall be processed in a timely manner.

C. Investigation Results

1. The results of the investigation will be reported to the CEO and the Authority's internal legal department; *provided, however*, that if the investigation relates to the CEO it will be reported to the Board.

2. The CEO, in coordination with such resources as the CEO determines appropriate, will determine whether additional actions are warranted; *provided, however*, that if the investigation relates to the CEO then the Chairman will make such determination. Such actions may include further investigation, administrative measures, disciplinary action, or civil and/or criminal proceedings. Alternatively, they may conclude that the matter should be closed with no further action.

13.4.7 Consequences for Violation

A. Any Authority employee who violates any provision of this **Section 13.4** will be subject to discipline, up to and including termination from Authority employment.

B. The Authority specifically reserves the right to pursue all available legal remedies against Authority employees who violate this **Section 13.4**.

13.5. Internal Control Policy

13.5.1 Policy Purpose

A. The purpose of this Internal Controls Policy is to:

1. Protect Authority assets and foster reliance on financial and operational information, and

2. Define the Authority's internal control framework, including Authority employees' roles and responsibilities.

13.5.2 Policy Goals

A. The Authority has adopted this set of Internal Control rules, procedures, and practices to manage organizational risk and increase the likelihood of:

1. Achieving objectives and goals in all organizational units,

2. Increasing efficiency and effectiveness of operations,

3. Protecting resources against fraud, waste, and/or abuse,

4. Ensuring accuracy and reliability of financial and operating reporting and data, and

5. Maintaining compliance with policies, procedures, laws, and regulations, and safeguarding assets

13.5.3 Roles and Responsibilities

A. All Authority employees

1. Generally

a. Each employee has an internal controls role and responsibility, which varies with the employee's level of responsibility and job function.

b. Each employee is expected to be cognizant of proper internal control procedures associated with their specific job responsibilities.

2. Upward Communication

a. All Authority personnel are responsible for communicating upward in the organization problems in:

1. operations,
2. noncompliance with the code of ethics, and
3. other policy or procedural violations and/or illegal acts.

B. Board, CEO and CFO

The Board, CEO and CFO are responsible for establishing a positive control environment, including expected levels of integrity, ethics, and competence.

C. Department Directors, Managers and Supervisors

1. Department Directors have oversight responsibility for internal controls within their units.

2. Managers and supervisory personnel are responsible for executing control policies and procedures at the detail level within their specific units.

13.5.4 <u>Components of the Internal Control</u>

A. Control Environment

1. The foundation for the other internal control components, the Control Environment provides discipline and structure.

2. Through establishing a strong control environment, the Authority will demonstrate its commitment to integrity and ethics.

3. The Authority will maintain Board independence from management and Board focus shall be oversight of the development and performance of internal controls.

4. Management shall establish structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of established control objectives.

5. The Authority will hold its employees accountable for their respective internal control responsibilities.

6. Control Environment factors include:

a. Integrity and ethics,

b. Commitment to competence,

c. Leadership philosophy and operating style,

d. Assignment of authority and responsibility, personnel development, and policies and procedures.

B. Risk Assessment:

1. The Authority will:

a. Develop and specify control objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives,

b. Identify risks to the achievement of its objectives across the entity and analyze risks as a basis for determining how risk should be managed,

c. Consider the potential for fraud in assessing risks to the achievement of objectives, and

d. Identify and assess changes that could significantly impact the system of internal control.

2. Periodic Fraud Risk Assessments

a. The Authority may perform periodic fraud risk assessments, which will also assess related controls.

3. Internal Control Objectives

a. Objectives in the following categories will be established for Department Directors to identify and take necessary steps to manage risks.

b. Operational objectives relating to effectiveness and efficiency of the operations, including performance and financial goals and safeguarding resources against loss.

c. Financial reporting objectives pertaining to the preparation of reliable published financial statements, including prevention of fraudulent financial reporting.

d. Compliance objectives pertaining to laws and regulations which establish minimum standards of behavior.

C. Control Activities

1. The Authority will:

a. Select and develop control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.

b. Select and develop general control activities over technology to support the achievement of objectives.

c. Deploy control activities through policies that establish what is expected and procedures that put policies in action.

2. Control Activity Categories

The Authority will establish and maintain appropriate control activities in the following categories:

a. Segregation of duties
b. Authorization Function
c. Recording Function
d. Custody of assets, direct or indirect
e. Authorization of transactions
f. Retention of Records
g. Supervision/Monitoring of Operations
h. Physical Safeguards
i. Results Analysis
j. IT Security

D. Information and Communication

1. The Authority will:

a. Obtain/generate and use relevant, quality information to support the functioning of internal controls.

b. Internally communicate information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.

c. Externally communicate regarding matters affecting the functioning of internal control.

2. Clear Messaging

a. Authority leadership will develop and disseminate to all personnel a clear message that control responsibilities will be taken seriously.

3. Ongoing Emphasis

a. Authority management will ensure each Employee in their respective units understand his/her role in the internal control system, as well as how individual activities relate to the work of others.

4. Means and Methods

a. The Authority shall develop and maintain means and methods for Employees to communicate significant information upstream.

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E. Monitoring

1. The Authority will:

a. Select, develop, and perform ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.

b. Evaluate and communicate internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including Senior Staff and the Board.

2. Monitoring Process

a. Due to changing conditions over time, the Authority must have a method by which it can determine whether the internal control system continues to be relevant and able to address new risks.

b. The Authority will establish a process to continuously assess the quality of the internal control system's performance over time.

3. System Deficiency Reporting

a. Employees are expected to report internal control deficiencies upstream, with serious matters reported immediately to the CFO, Director of Finance, or the Comptroller.

13.5.5 Internal Controls Assessment Tool

A. Control Environment

1. The organization demonstrates a commitment to integrity and ethical values.

2. The Governing Board demonstrates independence from management and exercises oversight of the development and performance of internal control.

3. Management establishes, with Board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.

4. The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.

5. The organization holds individuals accountable for internal control responsibilities in the pursuit of objectives.

B. Risk Assessment

1. The organization specifies objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.

2. The organization identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.

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3. The organization considers the potential for fraud in assessing risks to the achievement of objectives.

4. The organization identifies and assesses changes that could significantly impact the system of internal control.

C. Control Activities

1. The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.

2. The organization selects and develops general control activities over technology to support the achievement of objectives.

3. The organization deploys control activities through policies that establish what is expected and procedures that put policies in action.

D. Information and Communication

1. The organization obtains or generates and uses relevant, quality information to support the functioning of internal controls.

2. The organization internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.

3. The organization communicates with external parties regarding matters affecting the functioning of internal control.

E. Monitoring

1. The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.

2. The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including Senior Staff and the Governing Board.

13.6. Asset Management

13.6.1 Fixed Assets

A. Capitalization and Depreciation

1. Generally

a. Asset acquisitions with a unit cost in excess of the standard operating procedure capitalization value and a useful life of at least one year will be recorded in a fixed asset account (i.e., capitalized) and depreciated over its useful life.

2. Straight Line Depreciation

a. The Authority uses straight-line depreciation (historical cost divided by useful life).

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b. The Authority starts depreciating its assets when the asset is placed in service NOT when the asset arrived on property.

c. Should an asset be removed from active service, depreciation will be suspended.

d. It is the Authority's policy that Capital Assets have no residual value at the end of their useful life.

e. Capital Assets other than land should be depreciated or amortized (generally, the depreciation of intangible assets) over their estimated useful lives.

B. Disposition

1. Board Approval Required

a. Board approval is required to dispose of assets that may be obsolete, lost or stolen, or no longer functional.

b. Disposal may include: donation, scrap, auction, sale or transfer.

C. Valuation

1. Generally

a. Capital Assets should be reported at their historical cost including all ancillary charges necessary to place the asset into its intended location and its intended condition for use.

b. When the historical cost of a Capital Asset is not available, an estimated historical cost may be used to value the asset.

c. Donated Capital Assets should be reported at the fair value on the date the donation is made.

2. Valuation of Classes

a. Land: Capitalized at its purchase price or at fair market value if donated. Betterments, site preparation and site improvements that ready land for its intended use are added to the cost of the land. Land is not depreciable as it is characterized as having an unlimited life.

b. Building and Building Improvements

1. Building - Capitalized at its purchase price along with any other costs associated with readying the Building for use. Capitalize all project costs associated with the original construction of a Building.
2. Building Improvements - Capitalized if the improvements materially extend the useful life of the Building, increase the value of a Building, or both. Building improvements will be capitalized separately and depreciated over their useful lives.

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c. Improvements other than Buildings - Capitalize project costs exceeding the threshold of constructing structures other than Buildings which are also considered land improvements.

d. Equipment - Capitalize at its purchase price and any other costs associated with getting the asset ready for its intended use.

e. Construction in Progress (CIP) - All projects for Capital Assets that are not completed at the end of the Fiscal Year shall be capitalized to their appropriate capital asset classes when the Authority has received a transfer of title for land acquisition, or the latter of a final Certificate of Occupancy or the date the asset is placed into service.

f. Lease Purchase Assets - assets should be capitalized if the lease agreement meets the GASB standards.

g. Leasehold Improvements - Leasehold Improvements by the lessee, who have the right to use these leasehold improvements over the term of the lease, are capitalized only if they revert to the lessee at the expiration of the lease. If capitalized, they are amortized over the shorter of the remaining lease term or the useful life of the improvement whichever is less. Leasehold improvements do not have a residual value.

D. Physical Inventory

The Authority will comply with the current FTA Circular FTA C 5010.1F (as the same may be amended or superseded from time to time) which requires grantees to take a physical inventory of FTA-funded equipment and reconcile said inventory with equipment records at least once every two (2) years.

E. Recording and Tagging

All fixed Assets valued at $300 or more that may be easily concealed or transported (including furniture and computer equipment) will be tagged to maintain a positive identification of Authority ownership.

13.7. Payroll and Accounts Payable

13.7.1 Payroll

A. General Policy

1. The Authority's Payroll Department will be responsible for the preparation of payroll and maintenance of all payroll records for Employees.

2. Directors and Managers are responsible for submitting timely and accurate payroll records to be processed every payroll cycle.

B. Time Worked Documentation Requirements

1. All time records submitted to the Authority's Payroll Department will be appropriately documented pursuant to current time-keeping procedures. These records must be accurate, legible, and hours properly coded.
2. Administrative Employees will approve all time-keeping documents to signify they are correct (signature or electronic). The Union employees either punch a clock or their time is managed by the Authority Dispatching System and approved by Operations management.
3. Department Managers or designated alternates will also approve Employees' payroll documentation to verify the information submitted is accurate.
4. Manual changes made to payroll transmittals after they have been submitted will require written authorization by the Department Director, Chief or their designee specifying the precise change to be made. Authorized changes will be made by Payroll Department personnel only after receiving the proper documentation. The Authority's Payroll Department shall maintain an audit trail of such changes (requestor, approver, processor, date/time, and reason) and ensure that payroll registers and exception reports (including new hires, rate changes, and off-cycle payments) are reviewed by an appropriate individual independent of payroll processing.

C. Employee Pay

1. The Authority requires direct deposit for employee pay either to a bank account or pay card;
2. An employee may elect to have their entire bi-weekly payroll amount electronically deposited in up to eight different accounts and/or the employee's pay card; and
3. A payroll earnings statement detailing earnings, deductions and the amount (s) deposited via direct deposit will be available no later than the scheduled pay date.

D. Payroll Schedule

1. Payroll is processed every two weeks (bi-weekly).

13.7.2 Prohibition on Loans

It is the Authority's policy that the Authority shall not make loans of Authority funds to employees, Board Members, Officers, Directors, or any other individual.

13.7.3 Accounts Payable

A. Prompt Payment Policy

1. An integral part of the Authority's public resource stewardship responsibility is building and maintaining strong relationships with Vendors and other business partners.

2. To that end, it is the Authority's policy to ensure Authority Vendors receive prompt payment for goods and/or services delivered to the Authority in compliance with the "Local Government Prompt Payment Act" (Section 218.70, *et seq*., Florida Statutes).

B. Proper Invoice/Payment Requests

1. A proper Vendor invoice is an invoice that conforms with all statutory requirements and all requirements specified by the local governmental entity to which the invoice is submitted. Such requirements must be included in the Contract for the project for which the invoice is submitted. Invoice information including Vendor terms, must match a valid PO, Contract, task order, utility or other Authority Contracted agreement.

2. Prior to payment, Accounts Payable shall validate the invoice/payment request through appropriate matching and approvals, which may include a three-way match (purchase order or contract, evidence of receipt/performance, and invoice) or other documented matching method approved by the CFO or Director of Finance. Payment shall not be released without evidence of appropriate departmental approval in accordance with delegated authority.

3. Vendor record creation and modifications (including changes to vendor remittance address and banking information) shall be subject to internal controls, including documented authorization and independent verification for banking changes (e.g., callback using validated contact information). Supporting documentation for invoice approval, matching, and payment shall be retained in accordance with applicable record retention requirements.

13.8. Expense Policies

13.8.1 General

A. The intent of this Administrative Rule is to establish policies and procedures guiding administration of Authority expenditures practices to ensure financial stability, enhance financial planning and promote sound financial management.

B. The Authority will provide the level of expenditure necessary to achieve its organizational mission as established by the Governing Board through approval of the annual budget.

C. The Authority will identify priority services, establish appropriate service levels, and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of service.

D. The budget will be structured to provide the required funding to help ensure achievement of the Authority's strategic goals.

13.8.2 Expenditures and Budget Cycle

A. As early as practical in the budget process, the CEO and Senior Staff shall discuss staffing, employee compensation plans and contractual obligations for both current and planned years.

B. Normal maintenance requirements necessary to sustain the basic asset value will be included in the budget of the operating fund.

C. Capital funding will be provided for improvements, expansion, statutory requirements and life cycle replacements each year, as early as practical. The Senior Staff shall discuss capital replacement requirements and goals for the upcoming year.

13.8.3 Funding and Control

A. Budgets shall be adopted, and may be amended, by the Authority's Board. The level of control is established at:

1. Category for operating; and
2. Project for capital.

B. Funding is not guaranteed from one Fiscal Year to the next. Each year funding levels shall be based on a detailed review of staffing, service levels, Authority priorities, and available resources.

C. At the close of the Fiscal Year, the Finance Department shall prepare an Annual Comprehensive Financial Report (ACFR) that includes comparative statements detailing revenue, expenses, assets, and liabilities.

13.8.4 Maintenance of Capital Assets

A. Within the resources available each year, the Authority will maintain all physical Assets at a level adequate to:

1. Protect the Authority's capital investment,
2. Minimize future maintenance and replacement costs, and
3. Maintain current service level.

13.8.5 Avoidance of Operating Deficits

A. Corrective Action

1. The Authority will take immediate corrective action if at any time during the Fiscal Year expenditure projections exceed revenue estimates.
2. Corrective action may include a hiring freeze or other expenditure reducing measures.

B. Prohibited Actions

1. The following actions shall not be used to balance the budget when an operating deficit is identified:
   a. Expenditure deferrals to the following year,
   b. Short-term loans, or

c. Use of one-time revenue

13.8.6 Reserve Policy

A. Refer to the full Reserve Policy for details, located on the LYNX intranet site. The Finance Department shall be the document owner responsible for maintaining the current Board-authorized version and for ensuring the intranet-posted version reflects the most recently approved policy.

B. The Authority will maintain a Board authorized Reserve Policy.

C. Each year staff shall provide a status report on reserves to the Finance and Oversight Committees.

D. The Reserve Policy will be reviewed by the Board every five (5) years.

13.9. Travel Policy

13.9.1 Purpose and Intent

A. Purpose

1. This rule resides under Administrative Rule 7 which establishes procedures for a uniform method of approval, payment, and accounting for expenses incurred when employees travel in conjunction with approved business-related travel for the Authority, ensures that Authority funds are expended in a prudent and reasonable manner, and allows the Authority to maintain an accountable expense reimbursement plan under IRS rules and regulations.

2. This policy provides for economical and efficient travel in order to derive the greatest benefit from the trip at the most effective cost. It does not allow Travelers to be financially enriched as a result of travel nor be required to utilize their own funds as a result of Authority travel.

B. Intent

1. This rule is intended to establish uniform procedures by which Travelers report and are reimbursed for expenses incurred in connection with authorized travel on behalf of the Authority.

13.9.2 Scope of Policy

The requirements of this Rule apply to all local, state, national and foreign travel at the Authority's expense, regardless of the purpose, nature, or circumstances of such travel. Refer to the detail travel policy for specific procedures for travel.

The Finance Department is responsible for ensuring compliance with the approved travel policy.

13.10. Revenue Control and Cash Management

13.10.1 Purpose

A. The purpose of this policy is to document the requirements for acquiring, administering, and expending revenues and grants.

B. It is essential that the Authority follow all proper application, reporting, accounting, and expenditure eligibility requirements of its revenue and grant funds.

13.10.2 Responsibilities of Persons Affected

A. The Finance Department has primary responsibility for the processing of revenues and grants, but all departments are affected by this policy.

B. Staff of any department working on projects or initiatives funded by specific revenue sources must be aware of the requirements and restrictions of that funding source.

13.10.3 Revenue Policy

A. Revenue Projections

1. The Authority shall use an objective and analytical process to make revenue projections. In cases of economic uncertainty, conservative projections will be utilized.

2. The Authority's policy is to remain fiscally prudent and to budget revenues conservatively.

B. One-Time Revenues

1. The Authority shall avoid dependence on debt financing to fund on-going operations.

2. One-time revenues shall be used only for one-time expenses or to fund Authority Reserves, or to repay outstanding debt.

3. Fund balances greater than budget estimates shall be considered one-time resources and shall not be used to fund on-going expenses.

13.10.4 Establishment of Fees for Services

A. Recommendations to add, remove, or modify fees for Authority services may originate from the Board, CEO, or Department Directors with the CEO's approval.

B. The Board shall formally adopt a schedule of fees for Authority services by affirmative resolution or through the appropriate public involvement process as required by law.

C. All proposed fees must comply with applicable state law to be considered.

D. Fees will be reviewed and revised by the Board on an annual basis; however, this requirement does not preclude submission of fees for approval on an ad hoc basis when necessary.

E. The Finance Department is responsible for reviewing and recommending all fee revisions.

F. No fee revisions shall be presented to the Board for approval unless they have been reviewed by the Finance Department. Finance is responsible for

coordinating with other departments regarding fee revision needs, analyzing and preparing revised fee revenue estimates, and ensuring appropriate legal review in preparation for approval by the Board.

13.10.5 Pass-Through Funding Agreements

A. Agreements for the pass-through of funding for projects or programs should prioritize the use of State and Local funds rather than the use of Federal Transit Administration funds to limit administrative burden.

B. Federal Transit Administration funds can be considered in special cases with limited funding options, but only upon staff confirmation that the sub-recipient agency is fully able to comply with federal regulations.

C. Projects covered shall not compete with or oppose existing or planned Authority projects. Services covered shall not be operated by others if the Authority can operate the service.

D. The pass-through funding for projects and programs should be prioritized as follows to limit Authority liability:

1. Government agencies, such as cities and counties, shall be considered on a case-by-case basis for pass-through funding agreements.
2. Non-profit organizations are not eligible for pass-through funding.
3. Private organizations are not eligible for pass-through funding.
4. The Authority shall request up to 10% of the funding to offset the administrative costs of the agreement.
5. Staff will provide consideration for administration of the pass-through funding by other governmental agencies with existing resources and systems in place.
6. Staff shall provide a legal analysis of pass-through agreements prior to submission for Board approval. All agreements shall contain non-negotiable terms that indemnify the Authority from all legal liabilities associated with the project; covering project cost overruns; and providing funding in lieu of the original funding source.
7. Staff shall provide assurances to the Board that the responsibilities associated with administering the agreement are within the capability of current resources.

13.10.6 Grants

A. General

1. See Administrative Rule 11.

B. Grant Management

1. The CFO and Grant Manager shall maintain a grant control system to ensure that the Authority maintains a proper grant inventory and associated information records.

13.10.7 Cash Management

A. Cash Receipts Policy

1. All cash receipts will be posted accurately to the accounting period in which they were received.
2. The Manager of Financial Reporting or their designee will reconcile all cash receipts against bank records on a monthly basis. Reconciliations shall be completed in a timely manner after month-end, documented, and retained in accordance with record retention requirements. Exceptions and variances shall be investigated promptly and escalated to the Director of Finance or CFO as appropriate.

B. Bank Account Reconciliations

1. Bank statements will be reconciled each month in a timely manner. Reconciliations should be completed promptly after month-end, with documented evidence of preparation and supervisory review.
2. The employee reconciling bank statements shall not be authorized to make deposits or write checks.
3. Any adjustment resulting from the reconciliations shall be investigated in a timely manner and posted to the general ledger in the following month. Reconciling items shall be tracked, reviewed for aging, and resolved or escalated in accordance with Finance Department procedures.

C. Check Acceptance Policy

1. Personal checks are accepted as payment for customer purchases.
2. Checks shall be drawn on a bank located within the United States or Canada.
3. Full name, residence address, and account number of the person presenting the check shall be imprinted on the front of the check.
4. No counter checks shall be accepted.
5. No two-party checks shall be accepted.
6. No post-dated checks shall be accepted.
7. No check shall be placed on hold for any period of time pending the deposit of sufficient funds by the drawer to ensure payment.
8. Checks shall not be accepted without the proper form of identification. Proper identification is defined as a valid driver’s license or state identification card.
9. Persons presenting checks deemed as uncollectible shall be prosecuted in accordance with the State of Florida Worthless Check Law. A service charge of $20.00 or an amount of up to five (5) percent of the face amount of the check, whichever is greater, may be charged for checks dishonored by the bank for any reason.

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10. A list containing the names of persons that have presented uncollectible checks shall be maintained at all ticket sales areas. The list shall also include specific identification information of the person, if available. Checks shall not be accepted from any person named on this list.

11. Upon receipt of checks will be restrictively endorsed and logged by the Finance Department.

D. Uncashed / Unclaimed Checks

1. The Authority complies with the State of Florida's escheat tax regulations requiring employers to hold unclaimed and uncashed employee checks for a period of one (1) year.

2. At the end of this period, after the employer has attempted to contact the employee/Vendor, all monies held must be turned over to the state.

3. These checks cannot be removed from an employee's earnings record and must be reported on the annual employee Form W-2.

4. Employers must keep records of unclaimed and uncashed checks and must annually review them for any escheat payments due to the state.

5. Unclaimed and uncashed checks shall be booked to a separate liability account for ease of reference.

E. Petty Cash Funds

1. Generally

The Authority recognizes the need for a 'petty cash' fund to avoid the inconvenience and cost of writing checks for small miscellaneous expenses that may occur on a daily basis.

2. Petty Cash Fund Requirements and Limitations

a. Each petty cash fund shall be controlled and managed by a designated custodian.

b. Petty cash shall only be requested and disbursed for miscellaneous expenses of $20.00 or less.

c. Petty Cash funds shall not be used for cashing personal checks or giving loans.

d. Petty Cash funds are not to be used for expenses that should be on an expense report.

e. Receipts should be obtained for all cash given out.

f. Petty cash funds are subject to audit at any time.

g. Petty cash shall be safeguarded in a locked and secured location and reconciled periodically by the custodian. Replenishments shall be supported by receipts and approved by an appropriate

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supervisor independent of the custodian. Periodic surprise counts may be performed by an individual independent of the custodian.

13.11. Collections and Write Offs

13.11.1 General Policy Statement

A. All decisions to write off an account are based on a review of documented collection efforts that demonstrate that due diligence was exercised in the pursuit of payment.

B. An accounts receivable may be credited or adjusted, rather than written off, under the following circumstances:

1. The Authority is not entitled to collect the funds and was never entitled to collect the funds; or
2. The debtor qualifies for a waiver.

C. An accounts receivable will not be credited to avoid the write-off procedures.

D. The allowance for doubtful accounts will be reviewed and adjusted annually based upon current aging balances.

E. An accounts receivable shall be deemed uncollectible when it meets one of the following criteria:

1. All reasonable collection efforts have been exhausted.
2. The cost of further collection action will exceed the amount recovered.
3. The debtor cannot be located.
4. The debt has been discharged in bankruptcy.
5. The statute of limitations for collection of the debt has expired.
6. It is not in the public interest to pursue collection of the debt.

13.11.2 Reporting

All recording of accounts receivable, allowances and write-offs shall comply with GAAP.

13.11.3 Roles and Responsibilities

A. The Supervisor of Revenue Control, under direction of the Comptroller, is responsible for the collection of all invoices.

B. The Supervisor of Revenue Control shall maintain and use all generally accepted collections tools (aging reports, past due notifications, phone calls, etc.) to collect on Authority invoices.

C. All write-offs deemed material in nature must receive prior approval from the Governing Board. Write-offs considered immaterial may be approved at the discretion of the Chief Financial Officer.

13.11.4 Collections; Past Due and Delinquent Accounts

A. Delinquent Accounts

If payment for an account receivable is not made in an amount at least equal to that required or within the time specified for the account, that account becomes delinquent.

B. Continuing Effort to Collect

Departments should continue to make reasonable efforts to collect such delinquent accounts.

C. Collection of Past Due Accounts

1. All accounts over 30 days are subject to the collection process.
2. All accounts over 90 days may be sent to a collection agency or attorney.
3. Accounts deemed uncollectable will be subject to write-off procedures herein.

13.12. Fare Policy

13.12.1 Policy Goals

A. Simplicity - Fares, fare structure, and fare payment methods should be easy to use for passengers, and easy to operate for the Authority.

B. Appropriateness - Fares, the fare structure, and fare payment methods should provide a good value for passengers.

C. Equity - Fares, fare structure, and fare payment methods should be fair for all passengers.

D. Transparency - Fares, fare structure, and fare payment methods should result in predictable costs and cost increases for passengers, and predictable revenue increases for the Authority.

E. Policy Supportiveness - Fares, fare structure, and fare payment methods should be supportive of other Authority goals, such as service, land use, and social goals, and should be compliant with applicable regulatory mandates.

F. Affordability - Fares should be affordable to all passengers to ensure their full access to bus service and to prevent adverse impacts on socially vulnerable populations.

13.12.2 Authority

A. Establishing/Modifying Fare Structure, Ticket/Pass Prices

The Authority's Fare Structure may only be modified by action taken by the Governing Board.

B. Fare Media: Ordering and Custody

The Finance Department shall serve as the custodian of all fare media.

C. Donations/Discounts

The CFO or Director of Finance shall approve the issuance of all donated and/or discounted fare media.

13.12.3 Location of Current Fare Structure

The Authority's current fare structure is located on the Authority's website. The fare structure is authoritative only as adopted by the Governing Board, and the department responsible for maintaining the website content shall ensure updates are made promptly following Board action and that the posted information reflects the most recently approved fare structure.

13.12.4 Payment Options and Products

Passengers may pay their fare using cash, fare media ticket, stored value account, mobile payment and tap-to-pay on the farebox or other Authority authorized means.

13.12.5 Fare Refunds

A. General

The Authority does not issue refunds for any purchased fares or passes.

B. Exceptions

The Authority reserves the right to issue fare refunds under certain limited circumstances, subject to approval of the CFO or Director of Finance.

13.13. Accounts Receivable

13.13.1 Roles, Responsibilities, Approval Levels

A. Finance Department

1. Under the direction of the CFO, the Finance Department is responsible for the timely preparation and distribution of invoices.
2. The Finance Department will maintain accurate accounts receivable records and comply with all Administrative Rules, Policies, internal controls, and applicable laws and regulations.

B. Requesting Department

The Requesting Department is responsible for gathering and submitting all support documentation required for invoice/billing preparation.

C. Revenue Control

1. Revenue Control is responsible for preparing all Authority billing transactions.
2. Revenue Control shall administer all billing and collections activity for the Authority.
3. Regularly scheduled invoices for Board approved Contracts will be administered by Revenue Control and billed in accordance with the terms of the Contract.
4. Revenue Control will oversee the fulfillment and invoicing of the Authority's fare media to approved Vendors.

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5. All collect activities on outstanding receivables will be administered by Revenue Control.

13.13.2 Invoice Terms

All invoices, unless otherwise specified by a Contract, will be issued on net 30 terms from the date goods are sold, services are performed, or work is completed.

13.14. Banking Policies

13.14.1 Purpose

A. The purpose of this **Section 13.14** is to identify Authority officials who are authorized to open and/or close Authority bank accounts. The section of depositories is governed by the Authority's Investment Policy.

13.14.2 Policy Statement

In support of its overarching goal of maintaining the highest possible levels of financial integrity, capacity, and sustainability, the Authority participates in beneficial relationships with qualified financial institutions as prescribed in the Investment Policy.

13.14.3 Opening/Closing Financial accounts

A. Required Approval

Prior written approval from the Authority's CEO or CFO is required to open or close a financial account owned by the Authority.

B. Authorized Signatories

1. Required Signatories

a. The CFO and at least one of the following officials shall be listed as signatories on every financial account opened in the name of the Authority, utilizing the Authority's Federal Employer Identification Number (FEIN), and/or containing Authority funds:

1. CEO
2. Director of Finance
3. Comptroller

2. Additional Signatories

Additional signatories may be listed on financial accounts if the CEO or CFO determines an operational need exists.

C. Prohibited Activities

Employees, other than those employees authorized by the CFO in writing, are prohibited from:

1. Opening financial accounts in the name of the Authority; and/or
2. Using the Authority's FEIN to open a financial account.

13.14.4 CFO/Finance Department Responsibilities

A. Banking Administration

B. Responsibility for administering the Authority's banking functions is vested in the Office of the Chief Financial Officer (CFO), subject to the requirements set forth in the Investment Policy.

C. Internal Controls

D. The CFO and the Finance Department will establish proper internal controls to ensure sound financial management practices and maintain checks and balances among multiple employees.

E. Identification of Relationship Manager

F. The CFO will identify an Authority employee to serve as the primary relationship manager, functioning as the central point of contact with banking entities.

13.14.5 Authority Financial Account Requirements

A. Account Identification

All Authority financial accounts must have the Authority's FEIN and the name "Central Florida Regional Transportation Authority, dba LYNX" or some agreed upon abbreviation of the aforementioned name in the account title.

B. General Ledger Recording

1. All Authority financial accounts must be recorded in the Authority's general ledger immediately upon the establishment of such accounts.

2. Appropriate internal controls over accounts must be established, including monthly reconciliations.

13.14.6 Consequences for Policy Violation

A. Any Authority employee who violates any provision of this **Section 13.14** will be subject to discipline, up to and including termination from Authority employment.

B. The Authority specifically reserves the right to pursue all available legal remedies against employees who violate this **Section 13.14**.