

LYNX Oversight Committee Agenda

Meeting Date: 10/28/2021
Meeting Time: 11:00 AM

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

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

1. Call to Order

2. Approval of Committee Minutes

 Oversight Committee Minutes 9.23.21 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 Executive Officer's Report

5. Finance & Audit Committee Report

6. Consent Agenda

A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for the Purchase, Installation, and Maintenance of Access Control Badge Readers for LYNX Facilities Pg 9

B. Extension of Contracts

- i.  Authorization to Exercise the First Option Year of Contracts #20-C30 with Hilyard, Bogan, & Palmer, P.A. and #20-C31 with Dean, Ringers, Morgan & Lawton, P.A. for Tort & General Liability Services Pg 11
- ii.  Authorization to Exercise the First Option Year of Contract #19-C48 with GC&E Systems Group, LLC for Digital Camera Purchase, Installation, and Related Services Pg 13
- iii.  Authorization to Exercise the First Option Year with Akerman, LLP for Legal Services-General Counsel Pg 14
- iv.  Authorization to Exercise the First Option Year with Akerman, LLP for Legal Services-Pension Pg 16
- v.  Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services - Labor/Employment Pg 18
- vi.  Authorization to Exercise the Second Option Year of Contract #18-C48 with TJ's Quality Construction Clean-Up, LLC for Pressure Washing Services at LYNX Central Station & Other Facilities Pg 19

C. Miscellaneous

- i.  Authorization to Amend Contract #19-C54 with CareSpot of Orlando/HSI Urgent Care, LLC for Occupational Health Services Pg 21
- ii.  Authorization to Execute MetroPlan Orlando's FY2021-2022 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 22
 - Attachments 
- iii.  Authorization to Solicit FY2022-2023 Project Applications for the Federal Transit Administration (FTA) CRRSAA & ARP Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities Pg 41
- iv.  Authorization for the Acceptance of the Final Actuarial Impact Statement for the Amalgamated Transit Union Local 1596 Pension Plan through Resolution No. 21-010 Pg 43
 - Attachments   
- v.  Authorization to Update the Education Assistance Program Policy Pg 68
 - Attachments 
- vi.  Authorization to Execute the SunRail Feeder Bus Service Grant Agreement for FY2022 and Adoption of Resolution No. 21-011 Pg 73
 - Attachments 
- vii.  Authorization to Execute a Bus Service Agreement with Orange County for FY2022 Pg 77
- viii.  Authorization to Waive Collection of Fares on Fixed Route and NeighborLink Services on October 29, 2021 in Support of Mobility Week Pg 79

7. Action Items

- A.  Authorization to Implement December 12, 2021 Service Changes Pg 81
- B.  Authorization to Conduct a Zero-Emission Trip Demonstration Pg 87
- C.  Authorization to Approve Third Amendment to Contract #18-C03 for Mobility Management and Broker Services Pg 89

8. Discussion Items

- A.  Presentation of FY2021 Audit Plan by MSL, PA CPAs & Advisors Pg 91
- B.  Update on Paratransit Services Pg 92

9. Other Business

10. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

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

DATE: **September 23, 2021**

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

Members in Attendance:

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

Staff Members in Attendance:

James E. Harrison, Chief Executive Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
William Slot, Chief Innovation Officer
Leonard Antmann, Chief Financial Officer
Dana Baker, Chief Operations Officer

1. Call to Order

Chair Janer called the meeting to order at 1:00 p.m.

2. Approval of Minutes

A motion to approve the August 26, 2021 Oversight Committee meeting minutes was made by Mary Moskowitz and seconded by Renzo Nastasi. Motion carried unanimously.

3. Public Comments

No one requested to address the Committee.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer, stated that the bus disinfecting system has been installed on one hundred percent of the fixed-route buses and seventy-two percent of the Paratransit fleet. Mr. Harrison expressed his appreciation to the Safety & Security team and the Vehicle Maintenance teams for completing this in a timely manner. The LYNX Marketing team put together a short video to provide a level of comfort for the passengers.

Last month, a voluntary wellness incentive was offered for employees to get vaccinated, and the number of vaccinated employees continues to increase. LYNX continues to work

with County and State officials to provide space at SuperStops for vaccinations. Nearly six hundred people have been vaccinated at these sites with three more events scheduled through the end of this month.

Ridership is increasing slightly. LYNX crossed over 46,000 trips on September 7. This was the highest number of trips since the pandemic started. Paratransit ridership remains steady. On-time performance and efficiencies remain challenging due to the driver shortage. Paratransit provider, MV, is down seventy drivers. This is a sizeable deficiency.

LYNX has a number of vacant operator vacancies. This is impacting the day-to-day service. LYNX management is working together on recruitment and retention.

The two labor union contracts are on the agenda today. The adoption of these contracts will put LYNX in a better recruiting and retention posture.

5. Finance & Audit Committee Report

Amanda Clavijo, Chair of the Finance and Audit Committee, reported that the Finance and Audit Committee met on Thursday, September 16, 2021.

The CFO stated that the external audit has been completed and everything went well.

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

The Finance & Audit Committee also approved to move forward the Service Agreements.

6. Committee Consent Agenda Items

Chair Janer asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.x. Mr. Harrison stated that he recommends the entire Consent Agenda for approval. Jo Santiago will abstain from item 6.D.i.

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for General Planning Consulting Services

B. Award Contracts

- i. Authorization to Negotiate and Award Contract #22-C09 to Mansfield Oil Company for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2022
- ii. Authorization to Negotiate and Award Contract #22-C10 to Colonial Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through the End of FY2022
- iii. Authorization to Negotiate and Award Contract #21-B06 to Jobbers Equipment Warehouse, Inc. for Rotary MOD30 Bus Lift Cylinder Replacement at the LYNX Operations Center (LOC) Maintenance Facility
- iv. Authorization to Negotiate and Award Contract #22-C07 to Aero Groundtek, LLC for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters

- v. Authorization to Negotiate and Award Contract #22-C08 to FaithWorks Total Ground Maintenance, LLC for Bus Stop Pressure Washing & Steam Cleaning
 - vi. Authorization to Award Contract #21-C45 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities
 - vii. Authorization to Award Contract #21-C46 to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for Shelters, Transfer Centers and LYMMO
 - viii. Authorization to Award Contract #21-C48 to WSP USA, Inc. for Construction Engineering and Inspections Services (CEI) for the Pine Hills Bus Transfer Station
- C. Extension of Contracts
- i. Authorization to Exercise the First Option Year of the Bulk Motor Oil and Fluids Contracts
- D. Miscellaneous
- i. Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program and for Rural Areas 5311 Program under the 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA) in the Total Amount of Approximately \$7,835,000
 - ii. Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the Preferred Governmental Insurance Trust (PGIT) Package Renewal, Standalone Public Officials and Standalone Cyber Liability
 - iii. Authorization to Execute Transportation Disadvantaged Coordination Contract Between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2022
 - iv. Authorization to Initiate Public Outreach for Fiscal Year 2022 Proposed Service Changes
 - v. Authorization to Enter into a Cooperative Purchase Contract with Proterra, Inc. for Procurement of Six (6) Proterra Battery Electric Buses and Related Items from Proterra, Inc. for a Not to Exceed Amount of \$5,300,000
 - vi. Authorization to Auction Surplus Capital Items
 - vii. Authorization to Dispose of Items Accumulated Through the Lost and Found Process
 - viii. Authorization to Amend and Restate the LYNX Defined Contribution Plan for BU Employees Governing Documents
 - ix. Authorization to Amend and Restate the LYNX Deferred Compensation Plan and Trust Governing Documents
 - x. Authorization to Amend and Restate the LYNX Money Purchase Plan and Trust Governing Documents

Renzo Nastasi made a motion to approve Consent Agenda items 6.A.i through 6.D.x. excluding item 6.D.i. Seconded by Tanya Wilder. Motion passed unanimously. Mary Moskowitz made a motion to approve Consent Agenda item 6.D.i. Second by Renzo Nastasi. Motion passed with Jo Santiago abstaining.

7. Action Items

A. Authorization to Enter into the FY2022 Service Funding Agreements with the Regional Funding Partners

Chair Janer recognized Lenny Antmann, Chief Financial Officer, to make the presentation. Mr. Antmann stated that these agreements align with the budget assumptions presented at the last meeting. Preliminary copies have been sent to the Regional Funding Partners.

Mary Moskowitz asked how quickly the documents would be sent to the Funding Partners for approval through their boards. Mr. Antmann stated that the agreements should be sent out in the next day or two.

Motion for Authorization to Enter into the FY2022 Service Funding Agreements with the Regional Funding Partners was made by Mary Moskowitz, second by Renzo Nastasi. Motion passed unanimously.

B. Authorization to Enter into the FY2022 Service Funding Agreements with the Municipal Funding Partners

Mr. Antmann stated that these agreements flow through from the original funding model and the presentations from last month.

Motion for Authorization to Enter into the FY2022 Service Funding Agreements with the Municipal Funding Partners was made by Tanya Wilder, second by Jo Santiago. Motion passed unanimously.

C. Authorization to Enter into the FY2022 Bus Service Agreements

Mr. Antmann stated that these agreements are similar to the two previous items.

Motion for Authorization to Enter into the FY2022 Bus Service Agreements was made by Renzo Nastasi, second by Tanya Wilder. Motion passed unanimously.

D. Approval of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596

Mr. Harrison stated that this is the first time in many years that these labor agreements are presented in a timely manner. This is the result of a lot of hard work between the LYNX negotiating team and the unions.

AFL-CIO Local Chapter 1596 includes bus operators, Road Rangers, service island attendants, and the buildings and groundskeepers. The discussion included wages, health care, and pension. The key issue of wages will help with recruitment and retention. President Delgado represented the Union well during these negotiations.

This item was included with the next item for approval.

- E. Approval of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749

Mr. Harrison continued with this item. He stated that AFL-CIO Local Chapter 1749 includes the transportation and maintenance supervisors. Mr. Harrison expressed his appreciation to President Penrose and his team for their leadership.

Motion to Approve the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596 and Approval of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749 was made by Renzo Nastasi, second by Tanya Wilder. Motion passed with Jo Santiago abstaining.

8. Other Business

No other business was discussed.

9. Adjourned

Meeting adjourned at 1:25 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the September 23, 2021 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. i

To: LYNX Oversight Committee

From: **Tellis Chandler**
Director Of Safety And Security
Robert Carey
(Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: **Authorization to Release a Request for Proposal (RFP) for the Purchase, Installation, and Maintenance of Access Control Badge Readers for LYNX Facilities**

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal for the procurement, installation, and maintenance of up to 60 additional access control badge readers to our current access control system.

BACKGROUND:

The RFP scope of work will require the procurement and installation of access control badge readers to our current access control system, which will include system integration and preventative maintenance. The system and software selected through the RFP process must be similar or compatible with the current access control system and software currently installed.

The major goal of additional access card badge readers to our current access control system is to enhance the protection against terroristic activity and reduce the cost associated with issuing keys. LYNX wants to increase the security posture of the agency to protect its property and employees. The additional access control badge readers will reduce security concerns related to lost keys, access to documents considered security sensitive and allow for the agency to lock doors remotely in the event of an active shooter. Lastly, the new system will give LYNX the ability to set parameters on all doors and generate reports to track behavior.

LYNX recently completed a Transportation Safety Administration (TSA) Baseline Assessment Enhancement (BASE) Review in 2021 and a Threat Vulnerability Assessment (TVA) in 2020. The TSA BASE and the TVA evaluates the likelihood of specific threats that may endanger system operations and provides recommended actions and countermeasures to eliminate or mitigate such threats based on the TSA/FTA Security and Emergency Management Action Items

LYNX Oversight Committee Agenda

for Transit Agencies. This project is in accordance with the several of the recommendations outlined in the BASE and TVA report.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Approved Capital Budget includes \$180,000 for Access Control Badge Readers.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the First Option Year of Contracts #20-C30 with Hilyard, Bogan, & Palmer, P.A. and #20-C31 with Dean, Ringers, Morgan & Lawton, P.A. for Tort & General Liability Services

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contracts with Hilyard, Bogan & Palmer, P.A. and Dean, Ringers, Morgan & Lawton, P.A. for Tort & General Liability Services and to increase the contract not to exceed amount from \$1,350,000 to \$2,150,000.

BACKGROUND:

Hilyard, Bogan & Palmer, P.A. and Dean, Ringers, Morgan & Lawton, P.A. provides claim legal services for General Liability and Auto claims.

The Board approved the award of Contracts #20-C30 and #20-C31 for legal services on December 5, 2019. The initial term of the contract was for two (2) years with three (3) one (1) year options.

The Board approved the contract not to exceed (NTE) estimates to be approximately \$650,000 for the first contract year and \$700,000 for the second contract year. The NTE contract was negotiated based on these estimates.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

LYNX Oversight Committee Agenda

FISCAL IMPACT:

The FY2022 Preliminary Operating Budget includes \$650,000 for the legal fees related to the general liability services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. ii

To: LYNX Oversight Committee

From: **Tellis Chandler**
Director Of Safety And Security
Robert Carey
(Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: **Authorization to Exercise the First Option Year of Contract #19-C48 with GC&E Systems Group, LLC for Digital Camera Purchase, Installation, and Related Services**

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #19-C48 with GC&E Systems Group, LLC for Digital Camera Purchase, Installation, and Related Services.

BACKGROUND:

In accordance with LYNX's Board approval, RFP #18-R23 was issued on October 5, 2018. Digital Camera Purchase, Installation, and Related Services are currently provided by GC&E Systems Group LLC under LYNX contract #19-C48. The RFP allowed for the purchase of additional services and equipment during the Contract term. LYNX is requesting additional services to be performed during FY2022 by GC&E Systems Group, LLC to enhance security measures for the purchase and install for security cameras at selected transfer centers, SuperStops and facilities. This action does not require an increase to the \$1,100,000 not to exceed associated with the contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Approved Capital Budget includes \$161,820 for Camera Purchase, Installation, and Related Services.

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Consent Agenda Item #6.B. iii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the First Option Year with Akerman, LLP for Legal Services-General Counsel

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #20-C28 for General Counsel Legal Services provided by Akerman, LLP and to increase the not to exceed amount to \$850,000.

BACKGROUND:

On December 5, 2019, staff received authorization to execute Contract #20-C28 with Akerman, LLP for Legal Services – General Counsel in the amount of \$450,000. The term of the agreement was for two years. Since the initial award of the contract, the Board approved additional monies on June 24, 2021 increasing the not to exceed to \$550,000. This was to address additional work required of Akerman on a variety of general counsel legal matters, including the litigation defense of LYNX resulting from the recent lawsuit filed in the U.S. District Court challenging and permanently enjoining the enforcement of the Transportation Security Administration (TSA) Security Directive that supports the enforcement of the Center for Disease Control and Prevention (CDC) Order mandating masks on public transportation. Staff anticipates this additional work to carry through the 2021/2022 requested first year option extension.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

LYNX Oversight Committee Agenda

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$816,000 for general legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the First Option Year with Akerman, LLP for Legal Services-Pension

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #20-C33 with Akerman, LLP for Legal Services – Pension and to increase the not to exceed amount to \$800,000.

BACKGROUND:

On December 5, 2019, staff received authorization to execute Contract #20-C33 with Akerman, LLP for Legal Services – Pension in the amount of \$250,000. The term of the agreement was for two years. Since the initial award of the contract, the Board approved additional monies on April 22, 2021 increasing the not to exceed to \$430,000. This additional work was required of Akerman to address legal matters resulting from the 2020 & 2021 Collective Bargaining Negotiations, as well as providing legal counsel through the solicitation and contract negotiation phase for the Retirement Plan Administration and Recordkeeping Services Plan for the LYNX employees resulting in additional costs. Staff anticipates this additional work to carry through the 2021/2022 requested first year option extension.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

LYNX Oversight Committee Agenda

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$816,000 for general legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. v

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services – Labor/Employment

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract extension with the law firm of Baker Hostetler, LLP for Labor/Employment legal services for a period of one (1) year and increase the not to exceed by \$50,000.

BACKGROUND:

On January 23, 2020, the Board of Directors approved the extension of the current contract with Baker Hostetler, LLP for Labor/Employment legal services to provide for an appropriate transition of legal matters and to handle the 2020 union negotiations. Due to the complexity of the union negotiations and the desire of LYNX to provide continuity of labor and employment legal counsel in the Collective Bargaining Re-opener of 2022, staff is requesting a final one-year extension of this contract. This requested action will also prevent the loss of accumulated knowledge gained from the labor union services performed during the term of the previous legal services contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Approved Operating Budget includes \$816,000 for general legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. vi

To: LYNX Oversight Committee

From: **Elvis Dovalés**
Director Of Maintenance
Ricky Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: **Authorization to Exercise the Second Option Year of Contract #18-C48 with TJ's Quality Construction Clean-Up, LLC for Pressure Washing Services at LYNX Central Station & Other Facilities**

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of contract #18-C48 with TJ's Quality Construction Clean-Up, LLC for Pressure Washing Services at LYNX Central Station & Other Facilities.

BACKGROUND:

On September 28, 2017 the LYNX Board of Directors on Consent Agenda Item #7.B.v approved the award of Contract # 18-C48 TJ's Quality Construction Clean-Up, LLC for three (3) years with the option for two (2) one (1) year options. Contract #18-C48 expired on October 31, 2020 and option year one (1) to extend the contract from November 1, 2020 to October 31, 2021 was exercised on August 27, 2020 under Board Consent Item #6.C.ii.

In effort to provide a clean and safe experience for our customers we pressure wash the exterior concrete areas at our locations. This service provides hot water pressure cleaning, with safe chemicals and reclaimed water at the LYNX Central Station (LCS) and other LYNX facilities. The work is performed in a safe, environmentally responsible manner and in accordance with county and city rules, ordinances, and regulations. This action does not require an increase to the \$332,000 not to exceed associated with the contract.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The Approved FY2022 Operating Budget includes \$60,000 for Pressure Washing Services at the LYNX Central Station & Other Facilities.

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Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Amend Contract #19-C54 with CareSpot of Orlando/HSI Urgent Care, LLC for Occupational Health Services

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the not to exceed amount for Contract #19-C54 with CareSpot of Orlando/HSI Urgent Care, LLC for Occupational Health Services to the amount of \$375,000.

BACKGROUND:

On January 24, 2019, staff received authorization to award Contract #19-C54 to CareSpot of Orlando/HSI Urgent Care, LLC for Occupational Health Services in the amount of \$300,000. The term of the agreement is for three years.

Occupational health services include new hire drug testing, post offer employment physicals, employee annual physicals, on the job occupational illnesses and injuries, as well as fit 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 as well as FTA regulations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2022 Operating Budget under Professional Services includes \$183,006 for all related Occupational Health Services.

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Consent Agenda Item #6.C. ii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Execute MetroPlan Orlando's FY2021-2022 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement**

Date: 10/28/2021

ACTION REQUESTED:

Authorization to execute MetroPlan Orlando's FY2021-2022 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged Funding in the Amount of \$1,034,442.

BACKGROUND:

MetroPlan Orlando is the metropolitan planning organization (MPO) for Orange, Osceola and Seminole Counties and is responsible for preparing and maintaining the Long-Range Transportation Plan and all other related transportation plans required for the region to receive federal and state funding. LYNX is an active member of MetroPlan's transportation planning processes and committees, and receives funds passed through to MetroPlan Orlando for transit planning projects and studies.

Annually, the Federal Transit Administration (FTA) and the Commission for the Transportation Disadvantaged (CTD) appropriate planning funds to MetroPlan Orlando. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to conduct transit planning tasks as set forth in the FY2021/2022 Unified Planning Work Program (UPWP). This agreement includes the FY 2021/22 planning funds in the amount \$200,000 and carry forward funds in the amount of \$764,442 that comprise the Federal Transit Administration (FTA) Section 5303 program. The Florida Commission for the Transportation Disadvantaged appropriated planning funds to the MetroPlan Orlando in the amount of \$70,000 in FY 2022. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to specifically address planning activities identified according to the three (3) major sections of the MetroPlan Orlando Unified Planning Work Program (UPWP), which include: (1) MPO Plans and

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Administration; (2) Regional Planning /Public Participation and; (3) Transportation Planning. Additionally, state planning funds for transportation disadvantaged services managed by MetroPlan Orlando are passed through to LYNX.

LYNX staff has coordinated with MetroPlan Orlando to define certain transit planning tasks and their funding levels which have been incorporated into the 2021/2022 fiscal year UPWP. The UPWP has been adopted by the MetroPlan Orlando Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2021/2022 fiscal year LYNX planning activities included in MetroPlan Orlando's Metropolitan Planning Program and State grants include:

- Origin Destination Studies
- Human Services Transportation Plan
- Southern Operations Base Study
- Transit Development Plan
- Sustainability Initiatives
- ITS GIS Next Generation Implementation

Attached to this Consent Agenda Item is a copy of the FY2021/2022 draft agreement with MetroPlan Orlando for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2022 Operating Budget includes \$1,034,442 for planning projects eligible for FTA's 5303 and the Florida Commission for the Transportation Disadvantaged funding.

THIS CONTRACT, by and between the Orlando Urban Area Metropolitan Planning Organization, d/b/a MetroPlan Orlando, A Regional Transportation Partnership, hereinafter referred to as "METROPLAN ORLANDO" and the Central Florida Regional Transportation Authority, d/b/a LYNX, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2021/2022 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed **One Million Thirty-Four Thousand Four Hundred Forty-One Dollars and Sixty Cents (\$1,034,441.60)**. Of this amount, Two Hundred Thousand Dollars (\$200,000.00) shall be provided from the FTA FL-80-X016-00 grant for FY 2021/2022.
2. Seven Hundred Sixty-Four Thousand Four Hundred Forty-One Dollars and Sixty Cents (\$764,441.60) shall be provided as carryforward funds from the FTA FL-80-X015-00 grant for FY 2020/2021 as of June 30, 2021.
3. Seventy Thousand Dollars (\$70,000.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2021/2022 planning grant.
4. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) 2 CFR 200, as well as Section 215.97, Florida Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with 2 CFR 200 to:

Federal Audit Clearinghouse (for Federal audits)
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

State of Florida Auditor General (for Florida Single Audit)
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

B. Supplemental Agreements

It is understood and agreed that, in order to permit Federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding. This Agreement shall not be amended or modified except by a writing signed by both parties. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior written or oral agreements relating to the matters set forth.

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) Compliance with Regulations. The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.
- (4) Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.

(5) Disadvantaged Business Enterprises. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.

- a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by **49 Code of Federal Regulations**, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
- b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as METROPLAN ORLANDO deems appropriate. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the ***Disadvantaged Business Enterprise Program Plan, Chapters 337 and 339, Florida Statutes***, and ***Rule Chapter 14-78, Florida Administrative Code***.

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided to METROPLAN ORLANDO in compliance with 49 CFR, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to the Executive Director of METROPLAN ORLANDO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

(6) Sanctions for Noncompliance. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

- (7) E-Verify.
Vendors/Contractors:
- a. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - b. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- (8) Information and Reports. The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

The CONTRACTOR shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

5. Funds Available. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5305(d) Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
6. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.
7. Accounting Records.
 - A. Costs Incurred for the Project. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and 2 CFR 200.
 - B. Documentation of Project Costs. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

8. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.

B. Prompt Payment

(1) METROPLAN ORLANDO requires that the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.

(2) METROPLAN ORLANDO requires that the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30-day period.

C. METROPLAN ORLANDO'S Obligations. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, notwithstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:

(1) Misrepresentation. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.

(2) Litigation. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.

(3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related

expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory.

- (4) Conflict of Interests. There has been any violation of the conflict of interest provisions contained herein.
 - (5) Default. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
 - (6) Unavailability of Funds. FTA or TD funds are not available to perform their obligations hereunder.
- D. Disallowed Costs. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- E. Cash Reimbursement. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- F. Audit Findings. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.
9. Termination or Suspension
- A. Termination or Suspension Generally. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
 - B. Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:
 - (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.
 - (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;

- (3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
 - (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.
10. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.
11. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5305(d) of the Urban Mass Transportation Act of 1964 (as amended)"

together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."
12. Ownership of Documents. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
13. Effective Date. This contract establishes the effective date of October 1, 2021, for the FTA funded work task items, and July 1, 2021, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.
14. Term and Termination. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2022, unless a grant extension is approved by the FTA or FDOT. For

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2021/2022 Unified Planning Work Program
Pass-thru Funding Agreement

the TD and Local funds, this Agreement shall terminate at midnight, June 30, 2022. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by its Chief Executive Officer, being duly authorized to do so.

MetroPlan Orlando

Central Florida Regional
Transportation Authority

By: _____
Gary Huttman, Executive Director

By: _____
James E. Harrison, Chief Executive Officer

Date: _____

Date: _____

Insert Exhibit A – Project Scope & Budget

Central Florida Regional Transportation Authority Participation
FY 2021/2022 Orlando Urban Area Unified Planning Work Program

FTA and TD-Funded Tasks

Exhibit A - Project Scope & Budget
 Updated as of Budget Amendment #2

Central Florida Regional Transportation Authority Participation
 FY 2021/2022 Orlando Urban Area Unified Planning Work Program
 FTA & TD Funded Tasks for FY 2021/2022

Element	Element Description	FTA X015-00	FTA X016-00	TD	Total
350	LYNX Planning Activities	\$ 764,441.60	\$ 200,000.00	\$ 70,000.00	\$ 1,034,441.60
TOTALS:		\$ 764,441.60	\$ 200,000.00	\$ 70,000.00	\$ 1,034,441.60

MetroPlan Orlando Unified Planning Work Program
Fiscal Years 2020/2021 & 2021/2022

Task 350 - LYNX Planning Activities												
Estimated Budget Detail for FY 2021												
Budget Category/Description	FTA 5305(d) X015			FTA 5305(d) - X014			FTA 5305(d) - X013			Transportation Disadvantaged	LYNX 5307/5309	Total
	Federal	State Match	Local Match	Federal	State Match	Local Match	Federal	State Match	Local Match			
A. Personnel Services												
MPO staff salaries, fringe benefits, and other deductions												\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Consultant Services/Pass Thru												
Contract/Consultant Services												\$ -
Pass Thru	\$ 821,000	\$ 78,923	\$ 9,865	\$ 9,865	\$ 227,902	\$ 28,488	\$ 28,488	\$ 70,000	\$ 1,750,000	\$ 3,024,531		\$ -
Subtotal:	\$ 821,000	\$ 78,923	\$ 9,865	\$ 9,865	\$ 227,902	\$ 28,488	\$ 28,488	\$ 70,000	\$ 1,750,000	\$ 3,024,531		\$ -
C. Travel												
Travel Expenses												\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
D. Indirect Expenses												
Actual indirect expenses allocated based on salary, leave and fringe costs - See Appendix B - Cost Allocation Plan for more details												\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total:	\$ 821,000	\$ 78,923	\$ 9,865	\$ 9,865	\$ 227,902	\$ 28,488	\$ 28,488	\$ 70,000	\$ 1,750,000	\$ 3,024,531		\$ -

Task 350 - LYNX Planning Activities							
Estimated Budget Detail for FY 2022							
Budget Category/Description	FTA 5305(d) X016		FTA 5305(d) X015		Transportation Disadvantaged	LYNX 5307/5309	Total
	Federal	State Match	Federal	State Match			
A. Personnel Services							
MPO staff salaries, fringe benefits, and other deductions							\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Consultant Services/Pass Thru							
Contract/Consultant Services							\$ -
Pass Thru	\$ 200,000	\$ 764,442	\$ 70,000	\$ 1,750,000	\$ 2,784,442		\$ -
Subtotal:	\$ 200,000	\$ 764,442	\$ 70,000	\$ 1,750,000	\$ 2,784,442		\$ -
C. Travel							
Travel Expenses							\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
D. Indirect Expenses							
Actual indirect expenses allocated based on salary, leave and fringe costs - See Appendix B - Cost Allocation Plan for more details							\$ -
Subtotal:	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Total:	\$ 200,000	\$ 764,442	\$ 70,000	\$ 1,750,000	\$ 2,784,442		\$ -

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2021/2022 Unified Planning Work Program
Pass-thru Funding Agreement

Exhibit B
Form Letter

July 1, 2021
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

As a contracted operator in the Central Florida Regional Transportation System, you are entitled to prompt payment for services funded by the Commission for the Transportation Disadvantaged Trust Fund as outlined in the Planning Grant executed between the Commission and the DOPA as follows:

21.20 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

When a contractor receives from a state agency any payment for contractual services, commodities, supplies or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to subcontractors and suppliers within 7 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of 1 percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

If you feel that the Designated Official Planning Agency is not fulfilling the obligations as outlined in the above paragraph, you can seek assistance through the Commission for the Transportation Disadvantaged Ombudsman Program Helpline at 1-800-983-2435 (TTY 1-800-648-6084). In addition, a Vendor Ombudsman at the Department of Financial Services may be contacted at (850) 413-5516 or toll free (800) 342-2762 for assistance.

Sincerely,

Johnny L. Planner
Super Florida Planning Agency
Designated Official Planning Agency

Cc: Steve Holmes, Executive Director
Florida Commission for the Transportation Disadvantaged

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

TITLE: Florida Commission for the Transportation Disadvantaged Planning Grant Pass-Through Funds

AMOUNT: \$70,000

COMPLIANCE REQUIREMENTS:

Allowed Activities: The TD Planning Grant is to provide financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO) as set forth in Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, and the Application and Policy Manual for Transportation Disadvantaged Planning Related Services; and as further described in this Agreement and in Exhibit A attached hereto and by this reference made a part thereof.

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 350.

Allowable Cost: See above and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: Planning Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to undertake planning activities.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such State funding by virtue of being the metropolitan planning organization's appointed Community Transportation Coordinator. Powers and duties of the CTC are established in Chapter 427, F.S. and Rule 41-02. Task 350 of the UPWP defines allowed tasks such as:

- Preparation of the Transportation Disadvantaged element of the area's TIP
- Development and annual update of the Transportation Disadvantaged Service Plan
- Annual performance evaluation of the CTC by the Coordinating Board
- Maintaining of LCB grievance procedures, bylaws and other tasks required by Chapter 427, F.S.

Matching: There is no matching requirement under this grant.

EXHIBIT D

Federal resources awarded to the Recipient pursuant to this Agreement consist of the following:

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

Allowed Activities: The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO,) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

Allowable Cost: \$764,441.60 from FTA FL-80-X015-00, \$200,000 from FTA FL-80-X016-00 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current FAST Act Federal legislation.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, and headways by hour of the day, as well as additional criteria established by FTA.
2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions;
3. Promote safety and security in the transportation planning process;
4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Quality of Service Evaluation Guide.
5. Review and update the Continuity of Operations Plan (COOP).
6. Comply with the requirements of the Americans with Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.
8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

Matching: METROPLAN ORLANDO will provide the 10% Local match for all UPWP work tasks performed by the beneficiary under this contract.

MetroPlan Orlando Unified Planning Work Program
Fiscal Years 2020/2021 & 2021/2022

Task 350 – LYNX Planning Activities

Purpose
To conduct basic planning studies needed to assist in further implementation of transit service development in the Orlando and Kissimmee Urbanized Areas, using FTA Section 5305, 5307, 5309 and 5339 funds with local match and CTD funds.

Previous Work	Adoption Date / Status
The TDP (LYNX FORWARD) - planning horizon of 2028	FY 2018/19
Conducted a system-wide on-board origin and destination surveys of fixed route, neighbor links and SunRail.	FY 2018/19
Completed conceptual designs for the Rosemont and Florida Mall Superstops.	FY 2019/20
Completed design for Pine Hills Transfer Center.	FY 2019/20
Completed conceptual designs for the LYNX Operations Center (LOC Expansion) expansion	FY 2019/20
Completed Mobility Management planning, design and implementation	FY 2019/20
Redesignated as the Community Transportation Coordinator in 2018. LYNX has contracted with MV Transportation to operate a restructured delivery system.	FY 2019/20
Completed SR 436 Transit Corridor Study.	FY 2019/20

Required Activities & Products	Milestone / Target Date
Autonomous Vehicle/Connected Vehicle Phase II Pilot	FY 2020 /21
Autonomous Vehicle/Connected Vehicle Implementation	FY 2021 /22
Monthly meetings with LYNX and FDOT on multi-modal Coordination	Ongoing
Consultant Support for Future Transit Service Needs, Analysis and Plans (Supports Orange, Osceola, Seminole Counties and the City of Orlando) to include but not be limited to: 1.) Transit Needs Assessments 2.) Transit Oriented and Affordable Housing Transit Studies	FY 2020/ 21-FY 2021/22 (Ongoing)
Corridor Studies and related STOPS Modeling	FY 2020/21- FY 2021/22
LYNX Origin & Destination Studies (Annually)	FY 2020/21- FY 2021/22
ADA Transition Plan & Bus Stop Facilities Assessment	FY 2021 / 22
Transit Asset Management (TAM) Plan	FY 2020 /21
Station Area Planning	FY 2020 /21
Maintenance and Operations Base Conceptual Design, Engineering and Design	FY 2020/21- FY 2021/22

MetroPlan Orlando Unified Planning Work Program
Fiscal Years 2020/2021 & 2021/2022

Required Activities & Products	Milestone / Target Date
Security and Safety Plan Updates that include new Public Transportation Agency Safety Plan with Target Setting for annual Performance Monitoring.	FY 2020/21- FY 2021/22
5310 Performance Reports and Impact Surveys	FY 2020 /21
5310 Transit Monitoring Reports	FY 2020 /21
TDP & TDSP Update	FY 2020/21- FY 2021/22
ITS/GIS Next Generation Implementation	FY 2020/21- FY 2021/22
Project Development (Premium Corridors- SR 50, SR 436)	FY 2020/21- FY 2021/22
Security Planning	FY 2020/21- FY 2021/22
Fleet Management Plan (Fixed Route and 5310 Program)	FY 2020/21- FY 2021/22
Sustainability Initiatives	FY 2021 /22
Design Guidelines for Transit Stops and Amenities	FY 2020 /21

Responsible Staff	Responsible Agency
Director of Transportation Planning Director of Regional Partnerships	MetroPlan Orlando
LYNX Staff	Central Florida Regional Transportation Authority (LYNX)

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. iii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Solicit FY2022-2023 Project Applications for the Federal Transit Administration (FTA) CRRSAA & ARP Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to conduct the competitive process to select projects and sub-recipients for the Federal Transit Administration (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities, CRRSAA & ARP Section 5310 Program.

BACKGROUND:

The Governor of the State of Florida appointed LYNX as the designated recipient for Section 5310 funds, under MAP-21 (continues under the Fixing American's Surface Transportation Act aka "FAST" Act), for the Census defined urbanized portion of Orlando and Kissimmee. LYNX has the responsibility to develop a program of projects, including soliciting projects from non-profit organizations and other eligible entities under Section 5310 that serve seniors and individuals with disabilities. As the designated recipient of Section 5310 funds for the urbanized areas of Orlando and Kissimmee, Florida, LYNX received an additional apportionment under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARP). LYNX has the responsibility to develop a program of projects, including soliciting projects from non-profit organizations and other eligible entities under Section 5310 that serve seniors and individuals with disabilities. The additional funding is intended to prevent, prepare for, and respond to COVID-19, and as such, shall be utilized to the maximum extent possible for payroll and operations of public transit.

LYNX staff intends to competitively solicit project applications from current 5310 subrecipients operating expense of transit services to seniors and individuals with disabilities. LYNX has successfully worked with non-profit agencies that have current coordination agreements to strive

LYNX Oversight mmittee Agenda

towards a common goal of providing cost-effective and efficient transportation services for seniors and individuals with disabilities. The transportation services provided directly by human service agencies to their respective clients are cost effective and reduce the need to provide paratransit trips to eligible riders.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff will include the Section 5310 project award in future operating and capital budgets as appropriate.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization for the Acceptance of the Final Actuarial Impact Statement for the Amalgamated Transit Union Local 1596 Pension Plan through Resolution No. 21-010

Date: 10/28/2021

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution No. 21-010 ("Resolution") to approve a collectively-bargained increase in benefits under the Amalgamated Transit Union Local 1596 Pension Plan ("Plan"). Such collectively-bargained increase in benefits is described in an amendment to a labor agreement and in an actuarial impact statement, both of which are attached to the Resolution.

BACKGROUND:

LYNX and Amalgamated Transit Union AFL-CIO Local 1596 recently entered into a First Amendment to the Labor Agreement between the parties for the period October 1, 2020 through September 30, 2023 ("First Amendment"). The First Amendment is attached as Exhibit "A" to the Resolution. The First Amendment provides for increased benefits under the Plan, *contingent upon* completion of all necessary steps to satisfy:

1. Chapter 447, Florida Statutes (concerning collective bargaining);
2. Florida Constitution Article X, Section 14 (concerning increases in pension benefits); and
3. Section 112.63, Florida Statutes (also concerning increases in pension benefits).

All necessary collective bargaining steps to satisfy Chapter 447, Florida Statutes have occurred.

Florida Constitution, Article X, Section 14 states, in pertinent part:

LYNX Oversight mmittee Agenda

"A governmental unit responsible for any retirement or pension system supported in whole or in part by public funds shall not . . . provide any increase in the benefits . . . unless such unit has made or concurrently makes provision for the funding of the increase in benefits on a sound actuarial basis."

Section 112.63, Florida Statutes states, in pertinent part:

"No unit of local government shall agree to a proposed change in retirement benefits unless the administrator of the [local retirement] system, prior to adoption of the change by the governing body, and prior to the last public hearing thereon, has issued a statement of the actuarial impact of the proposed change upon the local retirement system, consistent with the actuarial review, and has furnished a copy of such statement to the [Florida Department of Management Services Division of Retirement]. Such statement shall also indicate whether the proposed changes are in compliance with [section]. 14, Art. X of the State Constitution and with [Florida statute section] 112.64 [concerning amortization of unfunded liability]."

The administrator of the Plan is its Board of Trustees.

In summary, pursuant to the Florida Constitution and Florida Statutes, before staff could ask the LYNX Board of Directors to finally approve the Plan benefit increase described in the First Amendment, it was first necessary for (1) an actuarial impact statement to be obtained by the Plan's Board of Trustees, (2) such actuarial impact statement to be filed with the Florida Department of Management Services Division of Retirement, and (3) LYNX to make provision for funding the increased benefits on a sound actuarial basis.

Following the execution of the First Amendment, the Plan's Board of Trustees commissioned the Plan's actuary to prepare a statement of the actuarial impact of the bargained benefit increases (the "Actuarial Impact Statement"). The Actuarial Impact Statement is attached as Exhibit "B" to the Resolution.

The key concept for such collectively-bargained increase in benefits is as follows: the eligibility milestone is changed from age **58** with 20 years of service to age **55** with 20 years of service for (a) an unreduced retirement benefit and (b) an unreduced DROP benefit.

Staff has been informed that the Plan's Board of Trustees has filed the Actuarial Impact Statement with the Florida Department of Management Services Division of Retirement.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Oversight Committee Agenda

FISCAL IMPACT:

Staff has determined that the Plan's current funding standard account employer credit balance and current and anticipated future LYNX budgets are expected to be sufficient to provide for the funding of the increase in Plan benefits on a sound actuarial basis, in the manner, and over the amortization period, described in the Actuarial Impact Statement.

CFRTA RESOLUTION NO. 21-010

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE AN
INCREASE IN BENEFITS UNDER THE AMALGAMATED TRANSIT UNION
LOCAL 1596 PENSION PLAN**

WHEREAS, LYNX is the sponsoring unit of local government for the Amalgamated Transit Union Local 1596 Pension Plan ("Plan"); and

WHEREAS, LYNX and Amalgamated Transit Union AFL-CIO Local 1596 recently entered into a First Amendment to the Labor Agreement between the parties for the period October 1, 2020 through September 30, 2023, a copy of which is attached hereto as Exhibit "A" ("First Amendment"); and

WHEREAS, the First Amendment provides for increased benefits under the Plan, contingent upon completion of all necessary steps to satisfy (i) Chapter 447, Florida Statutes (concerning collective bargaining); (ii) Florida Constitution Article X, Section 14 (concerning increases in pension benefits); and (iii) Section 112.63, Florida Statutes (also concerning increases in pension benefits); and

WHEREAS, all such necessary steps have been satisfied, including but not limited to, the commissioning of an actuarial impact statement which reflects funding of the increase in Plan benefits on a sound actuarial basis, which statement is attached hereto as Exhibit "B" ("Actuarial Impact Statement"); and

WHEREAS, the LYNX Board of Directors wishes to approve the increase in Plan benefits described in the First Amendment and the Actuarial Impact Statement.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The increase in benefits under the Amalgamated Transit Union Local 1596 Pension Plan, as described in Exhibits "A" and "B" attached hereto, is hereby approved.
2. The LYNX CEO, with such assistance as he may require from LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take such action as he determines necessary or desirable to effectuate these resolutions.
3. Any and all actions heretofore or hereinafter taken by the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

CFRTA RESOLUTION NO. 21-010

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO APPROVE AN
INCREASE IN BENEFITS UNDER THE AMALGAMATED TRANSIT UNION
LOCAL 1596 PENSION PLAN**

APPROVED AND ADOPTED this ____ day of _____, 2021 by the
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

**FIRST AMENDMENT
to the
LABOR AGREEMENT
between
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY &
AMALGAMATED TRANSIT UNION AFL-CIO LOCAL 1596
(October 1, 2020 through September 30, 2023)**

The labor agreement between Central Florida Regional Transportation Authority & Amalgamated Transit Union AFL-CIO Local 1596, with a term of October 1, 2020 through September 30, 2023 (the "CBA"), is amended as follows:

1. Definitions

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

2. Wages

a. ARTICLE 31 – WAGES of the CBA is hereby amended as provided in Exhibit "A" attached hereto.

b. For the avoidance of doubt:

- (i)** The elimination of the 70% rate for Operators and Technicians in amended Section 2 of ARTICLE 31 – WAGES takes place after the step move provided for in amended Section 1 of ARTICLE 31 – WAGES; and
- (ii)** The Buildings and Grounds Keeper B employees shall be paid a minimum of \$15.00 per hour.

3. Pension Plan

a. A new SECTION 7 is hereby added to ARTICLE 30 – PENSION PLAN of the CBA, as follows:

SECTION 7

Notwithstanding any other provisions of this Agreement or the Pension Plan to the contrary and subject to and contingent upon completion of all necessary steps to satisfy Florida Constitution Article X, Section 14, Section 112.63, Florida Statutes, and Chapter 447, Florida Statutes:

Pension Plan benefits will be changed as follows: (i) the eligibility milestone for an unreduced DROP benefit at age 58 with at least 20 years of service will be changed to age 55 with at least 20 years of

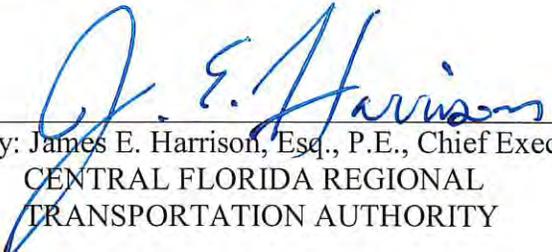
service, (ii) the eligibility milestone for an unreduced retirement benefit at age 58 with at least 20 years of service will be changed to age 55 with at least 20 years of service, (iii) the eligibility milestone for a reduced retirement benefit at age 55 with at least 20 years of service will be eliminated, and (iv) the eligibility milestone for a reduced DROP benefit at age 55 with at least 25 years of service will be eliminated. These changes will be effective on November 1, 2021 or as soon as possible thereafter, but no later than February 1, 2022.

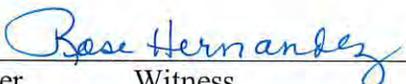
b. The parties will contemporaneously execute an Interpretative Aid document to set forth their mutual intent regarding the details of the Pension Plan benefit changes.

4. No Other Changes

All other provisions of the CBA not specifically amended or supplemented by this First Amendment shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed in its respective names by its respective representatives, thereunto duly authorized, on this 23rd day of September, 2021.


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


Witness


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


Witness

[EXHIBIT "A" CONTINUES ON FOLLOWING PAGE]

EXHIBIT "A"

ARTICLE 31- WAGES

Wages will be paid according to the following schedule:

- 1) Year One: 2.0% change to the top rate and a one step move for everyone in pay progression effective the first full pay period in October 2020.
- 2) Year Two: ~~Wage and Progression re-opener~~ A \$1.00 per hour increase to the top rate followed by a 3.0% change to the new top rate and a one step move for everyone in pay progression effective the first full pay period in October 2021.
- 3) Year Three: Wage and Progression re-opener.

TRANSPORTATION AND MAINTENANCE TOP WAGE RATES BY CLASSIFICATION

POSITION	TOP WAGE RATE EFFECTIVE Sept. 30, 2020 2021
Bus Operator	\$23.66 25.40
Technician A	\$26.99 28.83
Technician B Building and Grounds A	\$25.22 27.01
Technician C	\$24.38 26.14
Technician D	\$21.19 22.85
Road Ranger	\$19.50 21.12
Building and Grounds B	\$23.99 25.74
Service Island Attendant A	\$20.32 21.96
Service Island Attendant B	\$19.70 21.32
Buildings and Grounds Keeper A	\$17.52 19.08
Buildings and Grounds Keeper B	\$14.94 16.42

Road Ranger employees shall maintain a rate equal to 80% of the top Tech C rate throughout the term of the contract after they have completed their training period. During the Road Ranger's training, the Road Ranger shall be paid an hourly rate of 80% of the top Tech C rate, less one dollar per hour.

SECTION 2

If provided for in Section 1, pay Progression (both the move to the next level and the adjustment based on the new top of grade) will be paid as follows:

Operators and Technicians:

~~0-12 Months - 70% of top rate in each job classification~~

(effective immediately following completion of training for Operators)

12-24 Months - 74% of top rate in each job classification (effective the first full pay period in October following the completion of the probationary period)

25-36 Months - 79% of top rate in each job classification

37-48 Months - 85% of top rate in each job classification

49-60 Months - 92% of top rate in each job classification

thereafter - 100% of top rate in each job classification

Service Island Attendants and Building and Groundskeepers:

0-6 Months - 80% of top rate in each job classification

7-12 Months - 85% of top rate in each job classification

13-18 Months - 90% of top rate in each job classification

19-24 Months - 95% of top rate in each job classification

thereafter - 100% of top rate in each job classification

Notwithstanding the above, Building and Groundskeeper B employees shall make a minimum of \$15.00 per hour.

If an employee obtains top rate for their job classification in progression, then he is eligible for any rate increase for employees at the top wage rate as provided for in Section 1.

Pay progression is not automatic or directly tied to service years. Rather, any advancement in pay progression shall be negotiated by the Union and the Authority and provided for in Section 1.

SECTION 3

A Maintenance employee will receive a \$.50 per hour differential when he works 50% or more of his scheduled work from 6:00 p.m. to 6:00 a.m. No differential, paid under this Agreement, will be included as part of an employee's base straight time rate of pay when calculating overtime.

The Authority may, based upon superior experience, place a newly hired technician at any percentage level of any classification. Additionally, the Authority may place a transferring employee at a higher pay rate classification, based upon superior experience.

The Authority expects employees to actively participate in training and an evaluation process during the employee's probationary period. At the completion of the probationary period the employee's performance will be reviewed. The Human Resources Department and the Union will be invited to participate in the review process with Maintenance. The Authority may, based on successful completion of the probationary period and demonstration of superior knowledge and skill, adjust the percentage level of the newly hired employee.

An employee transferring from a higher pay rate classification to a lower pay rate classification will transfer into the position at 90% of the top rate in that new position. After completion of the sixty (60) day probationary period, the employee will then go to the top rate of the new position.

SECTION 4

A "Lead Person" may be designated by the appropriate Supervisor in any of the Maintenance Classifications. A "Lead Person" may give directions to bargaining unit employees while also performing bargaining unit work. A "Lead Person" will have no responsibility for employment decisions or personnel actions such as hiring, firing, transfers, promotions or administration of disciplinary measures. A "Lead Person" shall not assume any duties or responsibilities normally considered to be those of the Authority.

A "Lead Person" shall be paid a \$ 1.00 premium per hour worked over and above his regular hourly rate.

No overtime will be paid on the \$1.00 premium rate. No differential paid under this Agreement will be included as part of an employee's base straight time rate of pay when calculating overtime.

SECTION 5

"Transportation Instructors and Maintenance Training Assistants" shall be paid a \$1.00 premium, per hour worked, over and above their regular hourly rate while performing training duties. No overtime will be paid on the \$1.00.

"Line Instructors" shall be paid a \$.75 premium, per hour worked, over and above their regular hourly rate while performing line instructor duties. No overtime will be paid on the \$.75. No differential paid under this Agreement will be included as part of an employee's straight time rate of pay when calculating overtime.

Transportation Training Instructors will work a 9-hour shift.

[END OF EXHIBIT "A"]



October 13, 2021

Board of Trustees,
Amalgamated Transit Union Local 1596 Pension Plan
c/o Scott Baur, Resource Centers, LLC
4360 Northlake Boulevard, Suite 206
Palm Beach Gardens, FL 33410

**Re: Amalgamated Transit Union Local 1596 Pension Plan
Actuarial Impact Statement for Proposed Amendment**

Dear Trustees:

As requested, we have prepared the enclosed Actuarial Impact Statement which determines the first-year impact of changing certain retirement conditions in the ATU Local 1596 Pension Plan as described below:

- Changing eligibility for unreduced early retirement from age 58 with 20 years of service to age 55 with 20 years of service.
- Changing DROP eligibility to the earlier of age 55 with 20 years of service or age 62 with 10 years of service.

The impact of these changes was measured as of October 1, 2020 which is the measurement date of our most recently approved Actuarial Valuation Report.

If these proposed changes were adopted, the required contribution rate in the first year would increase by 1.17% of pay. The recommended Employer contribution rate would increase by 0.90% of pay before cost sharing and the member contribution rate would increase by 0.27% of pay. However, since the minimum member contribution rate of 5.25% applies both before and after the proposed changes, there is no change in the member contribution rate due to the proposed changes.

Please note that the impact of the proposed plan changes is being shown on the recommended contributions for the fiscal year ending September 30, 2022 for illustrative purposes only using the valuation results as of October 1, 2020, the most recent actuarial valuation. If the proposed plan changes are adopted before October 1, 2022, the first valuation results impacted would be the actuarial valuation as of October 1, 2021, which determines the recommended contributions for the fiscal year ending September 30, 2023.

In order to value these changes, the assumed rates of retirement have been revised to reflect anticipated changes in retirement patterns under the alternate eligibility conditions. The current and alternate rates are shown on Page 11 of this report. If the proposed changes are adopted, we recommend that the retirement rates be reviewed and revised periodically to reflect the emerging experience.

Board of Trustees, Amalgamated Transit Union Local 1596 Pension Plan

October 13, 2021

Page 2

The Statement must be filed with the Division of Retirement before the second public hearing on the ordinance. Please have a member of the Board of Trustees sign the Statement. Then send the Statement along with a copy of the proposed ordinance to Tallahassee.

Additional Disclosures

Please refer to the last page of this report for a discussion of risks associated with measuring the accrued liability and actuarially determined contribution.

This report was prepared at the request of the Board and is intended for use by the Pension Plan and those designated or approved by the same. This report may be provided to parties other than the Plan only in its entirety and only with the permission of the same.

This report is intended to describe the financial effect of the proposed benefit provision changes, as summarized above, and the costs associated with such. The calculations in this report are based upon information furnished by the Plan Administrator for the October 1, 2020 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this Report are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Theora Braccialarghe and Jeffrey Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

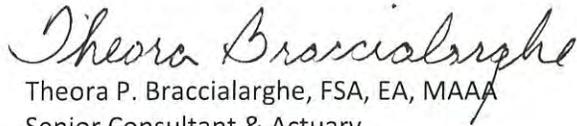


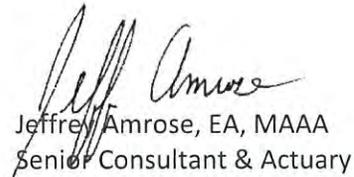
Board of Trustees, Amalgamated Transit Union Local 1596 Pension Plan
October 13, 2021
Page 3

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes. We welcome your questions and comments.

We welcome your questions and comments.

Sincerely yours,


Theora P. Braccialarghe, FSA, EA, MAAA
Senior Consultant & Actuary


Jeffrey Amrose, EA, MAAA
Senior Consultant & Actuary

Enclosures

The above communication shall not be construed to provide tax advice, legal advice or investment advice.



Amalgamated Transit Union Local 1596 Pension Plan

Impact Statement – October 15, 2021

Description of Amendment

The proposed amendment would change certain retirement conditions in the ATU Local 1596 Pension Plan as described below:

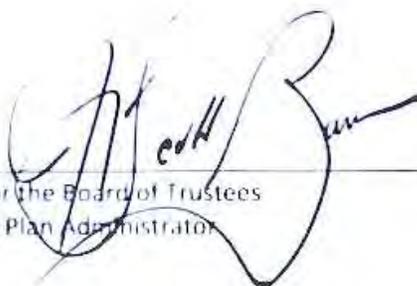
- Changing eligibility for unreduced early retirement from age 58 with 20 years of service to age 55 with 20 years of service
- Changing DROP eligibility to the earlier of age 55 with 20 years of service or age 62 with 10 years of service

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.



For the Board of Trustees
as Plan Administrator

COMPARATIVE SUMMARY OF VALUATION RESULTS AS OF 10/1/2020			
	Valuation	Proposed Amendment	Change
A. Number of Participants			
Actives	392	392	0
Retirees, Disabilities, Beneficiaries and Vested Terminations	599	599	0
B. Total Covered Annual Payroll			
1. Regular	\$ 10,099,876	\$ 10,099,876	\$ 0
2. Enhanced I	2,939,418	2,939,418	0
3. Enhanced II	6,500,112	6,500,112	0
4. Total	<u>19,539,406</u>	<u>19,539,406</u>	<u>0</u>
C. Unfunded Actuarial Accrued Liability (AAL)			
1. Actuarial Present Value (APV) of Projected Benefits	\$ 175,253,303	\$ 176,821,423	\$ 1,568,120
2. APV of Future Normal Costs	<u>15,355,141</u>	<u>14,816,739</u>	<u>(538,402)</u>
3. Actuarial Accrued Liability: (1)-(2)	159,898,162	162,004,684	2,106,522
4. Valuation Assets with Credit Balance	<u>159,947,262</u>	<u>159,947,262</u>	<u>0</u>
5. Preliminary Unfunded AAL: (3)-(4)	-49,100	2,057,422	2,106,522
6. Credit Balance/(Funding Deficiency)	<u>2,283,781</u>	<u>2,283,781</u>	<u>0</u>
7. Unfunded AAL (UAAL): (5)+(6)	2,234,681	4,341,203	2,106,522
D. Amortization Payments	180,191	350,049	169,858
As % of Payroll	0.92%	1.79%	0.87%
E. Total Normal Cost	3,375,568	3,422,631	47,063
As % of Payroll	17.28%	17.52%	0.24%
F. Applies to Fiscal Year	2020/2021	2020/2021	N/A
G. Total Required Contribution	3,682,628	3,907,290	224,662
As % of Payroll	18.85%	20.00%	1.15%
H. Expected Member Contribution	1,587,244	1,584,605	(2,639)
Member Contribution Rates			
1. Regular	5.25%	5.25%	0.00%
2. Enhanced I	7.75%	7.75%	0.00%
3. Enhanced II	10.25%	10.25%	0.00%
I. Total Employer Contribution, paid throughout the year as a % of payroll, before reflecting Credit Balance	2,095,384	2,322,685	227,301
As % of Payroll	10.72%	11.89%	1.17%
J. Recommended Employee Contribution, Regular benefit, for FYE 2022 ¹	5.25%	5.25%	0.00%
K. Recommended Employer Contribution for FYE 2022 ¹	11.01%	11.91%	0.90%

¹ See Page 9 for development of these rates

DERIVATION OF NORMAL COST AS OF OCTOBER 1, 2020			
	Valuation	Proposed Amendment	Change
A. Normal Cost for Benefits			
Service Retirement Benefits	\$ 2,097,703	\$ 2,135,240	\$ 37,537
Vesting Benefits	324,083	341,320	17,237
Preretirement Death Benefits	47,930	46,158	(1,772)
Disability Benefits	74,669	68,185	(6,484)
Return of Contributions	<u>118,793</u>	<u>119,338</u>	<u>545</u>
Total	2,663,178	2,710,241	47,063
B. Normal Cost for Expenses (average of current & prior year actual cost)	712,390	712,390	0
C. Total Normal Cost: (A) + (B)	3,375,568	3,422,631	47,063
D. Employee Contributions	1,587,244	1,584,605	(2,639)
E. Employer Normal Cost: (C) - (D)	1,788,324	1,838,026	49,702

PRESENT VALUE OF PAYROLL AND BENEFITS AS OF OCTOBER 1, 2020			
	Valuation	Proposed Amendment	Change
Present Value of Future Payroll	\$130,904,329	\$122,093,324	(\$8,811,005)
Present Value Future Member Contributions	9,404,245	8,719,983	(684,262)
Actuarial Present Value of Projected			
A. Active Members			
Service Retirement Benefits	73,389,921	74,960,374	1,570,453
Vesting Benefits	3,243,332	3,711,874	468,542
Preretirement Death Benefits	1,584,924	1,445,831	(139,093)
Disability Benefits	1,439,007	1,107,219	(331,788)
Return of Contributions	15,028	15,034	6
Total	79,672,212	81,240,332	1,568,120
B. Inactive Members			
Service Retirees & DROP Members	79,846,709	79,846,709	0
Disability Retirees	3,779,915	3,779,915	0
Beneficiaries Receiving Benefits	4,642,002	4,642,002	0
Terminated Vested Members	7,312,465	7,312,465	0
Total	95,581,091	95,581,091	0
C. Grand Total	175,253,303	176,821,423	1,568,120

Amortization of Bases as of October 1, 2020						
Base Established	Original		Current			
	Years	Amount	Years	Amount	Payment	
<u>Valuation</u>						
10/1/17	Amendment	30	823,311	27	\$ 797,286	\$ 64,288
10/1/18	(Gain)/Loss	29	1,766,381	27	\$ 1,727,247	139,275
10/1/18	Amendment	29	97,722	27	\$ 95,557	7,705
10/1/18	Assumption Changes	29	847,641	27	\$ 828,861	66,835
10/1/19	(Gain)/Loss	28	841,434	27	\$ 831,677	67,062
10/1/20	(Gain)/Loss	27	(1,799,939)	27	\$ (1,799,939)	(145,137)
10/1/20	Assumption Changes	27	(246,008)	27	\$ (246,008)	(19,837)
					\$ 2,234,681	180,191
<u>Proposed Amendment</u>						
10/1/20	Benefit Change	27	2,106,522	27	2,106,522	169,858
					\$ 4,341,203	\$ 350,049

Estimated Employer Cost of Plan Closure to be Excluded from Cost Sharing

	Valuation 10/1/2020	Proposed Amendment 10/1/2020
Valuation Date		
For The Year	2021 / 2022	2021 / 2022
Valuation Payroll for Participants	\$19,539,406	\$19,539,406
Total Payroll of All Employees ¹	35,639,198	35,639,198
Amortization Payments on the UAL with interest ²	186,621	362,540
Normal Cost for Expenses with interest ²	737,808	737,808
Total	924,429	1,100,348
As a % of Valuation Participant Payroll	4.73%	5.63%
As a % of Total Employee Payroll	<u>2.59%</u>	<u>3.09%</u>
Change in Contribution Rate due to Plan Closure ³	2.14%	2.54%

¹ Includes \$16.1 million of payroll for FYE 2021 for employees participating in the Defined Contribution Plan

² Components of contribution rate that are affected by the Plan closure

³ Additional costs that are a direct consequence of the Pension Plan closure will be paid by the Employer.

Recommended Contribution Rates for FYE 2022

	Valuation	Proposed Amendment	Change
A. Required Employer Contribution for FYE 2021 before cost sharing	10.72%	11.89%	1.17%
B. Amount due to Plan Closure	2.14%	2.54%	0.40%
C. Recommended Employer Contribution for FYE 2021	11.32%	11.32%	0.00%
D. Amount due to Plan Closure	1.90%	1.90%	0.00%
E. Change in Contribution to be Allocated: (A - B) - (C - D)	-0.84%	-0.07%	0.77%
F. Recommended Employee Contribution for current year (Regular benefit)	5.05%	5.05%	0.00%
G. Recommended Employee Contribution for FYE 2022, Regular benefit			
Before 5.25% Minimum 2022: $F + 35\% \times E$	4.76%	5.03%	0.27%
After 5.25% Minimum 2022: $F + 35\% \times E$	5.25%	5.25%	0.00%
H. Recommended Employer Contribution for FYE 2022: $C + 65\% \times E + (B - D)$	11.01%	11.91%	0.90%

ASSUMED RATES OF EARLY AND NORMAL RETIREMENT OR DROP RETIREMENT

<u>Age</u>	<u>Valuation</u>	<u>Supplemental Valuation</u>
55	-	45%
56	-	40
57	-	40
58	45%	40
59	45	40
60	45	40
61	45	40
62	45	40
63	25	25
64	25	25
65	25	25
66	20	20
67	20	20
68	20	20
69	20	20
70	15	15
71	15	15
72	15	15
73	15	15
74	15	15
75 +	100	100

Probability of Early Retirement is 2.5% for each year eligible, under both the current and alternate rates.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in plan provisions or applicable law.

Please refer to the October 1, 2020 Actuarial Valuation Report dated July 8, 2021 for additional discussion regarding the risks associated with measuring the accrued liability and the actuarially determined contribution.

The scope of this Supplemental Actuarial Valuation Report does not include an analysis of the potential range of such future measurements or a quantitative measurement of the future risks of not achieving the assumptions. In certain circumstances, detailed or quantitative assessments of one or more of these risks as well as various plan maturity measures and historical actuarial measurements may be requested from the actuary. Additional risk assessments are generally outside the scope of a Supplemental Actuarial Valuation Report. Additional assessments may include stress tests, scenario tests, sensitivity tests, stochastic modeling, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability.

**AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN
Amendment No. 6 (LYNX/ATU 1596 DROP-Related Bargained Changes)**

The AGREEMENT AND DECLARATION OF TRUST of the AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN, as amended and restated on May 24, 2011 is hereby changed as follows:

1. Section 9.03, Early Retirement Benefits, subsection (A), is hereby changed as follows:

(A) *Unreduced early retirement benefit.* A Participant who has reached age ~~fifty-eight (58)~~ fifty-five (55) and has twenty (20) or more years of service is entitled to an unreduced pension benefit, calculated in accordance with Section 9.01.

2. Section 9.03, Early Retirement Benefits, subsection (B), is hereby changed as follows:

(B) *Reduced early retirement benefit.* A Participant who has reached age fifty-five (55), ~~and~~ is vested in accordance with Article VII (having at least ten (10) years of vesting credit), and has ten (10) but less than twenty (20) years of service, shall be entitled to a reduced early retirement benefit on or after age fifty-five (55). The amount of such early retirement benefit shall be determined as follows:

~~(1) for Participants with twenty (20) or more years of service who have not reached age fifty-eight (58): the retirement benefit shall be reduced by five-ninths of one percent (5/9%) for each month for the first three (3) years by which the early retirement date precedes age fifty-eight (58) (the unreduced early retirement date);~~

~~(2) for Participants with fewer than twenty (20) years of service: the retirement benefit shall be reduced by five-ninths of one percent (5/9%) for each month (up to a maximum of sixty months) by which the early retirement date precedes age sixty-two (62) (normal retirement date), and by five-eighteenths of one~~

percent (5/18%) for each additional month before age sixty-two (62) (normal retirement date).

3. Section 9.07, Deferred Retirement Option Plan ("DROP") and Share Plan, subsection (A)(1)a., is hereby changed as follows:

- a. Any active Participant who is eligible to receive a retirement pension, ~~whether early or normal,~~ and who has either (1) reached age ~~fifty-eight (58)~~ fifty-five (55) and has twenty (20) or more years of service or (2) has reached age sixty-two (62), with a minimum of ten (10) years of service, ~~or (3) reaches age fifty-five (55) with twenty-five (25) or more years of service,~~ may participate in the DROP. Participants shall elect to participate by applying to the Board of Trustees on a form provided for that purpose.

THE CHANGES IN THIS AMENDMENT ONLY APPLY TO ACTIVE PARTICIPANTS WHO ARE MEMBERS OF THE ATU LOCAL 1596 BARGAINING UNIT AS OF THE DAY BEFORE THE EFFECTIVE DATE SET FORTH BELOW. FOR INACTIVE PARTICIPANTS, INCLUDING BUT NOT LIMITED TO THOSE WHO HAD ALREADY BEGUN PARTICIPATING IN DROP PRIOR TO THE EFFECTIVE DATE SET FORTH BELOW, THEIR ELIGIBILITY FOR, AND AMOUNT OF, PLAN BENEFITS ARE DETERMINED BY DISREGARDING ALL OF THE CHANGES HEREIN.

EXCEPT AS CHANGED HEREIN, THE AMALGAMATED TRANSIT UNION LOCAL 1596 PENSION PLAN AGREEMENT AND DECLARATION OF TRUST, RESTATED MAY 24, 2011, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Board of Trustees has caused this Amendment No. 6 to the Restated Pension Plan to be executed this 19 day of October, 2021, to be effective November 1, 2021.

TRUSTEES:

Ronald E. Morgan
Print Name: RONALD MORGAN

Maria J. Carrera
Print Name: MARIA I. CARRERA

D. M. P.
Print Name: DANA BUCK

B. Anderson
Print Name: BRIAN Anderson

Rodney J. Hrobart Jr.
Print Name: RODNEY J HROBART JR

Bert Francis
Print Name: Bert Francis

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. v

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Update the Education Assistance Program Policy

Date: 10/28/2021

ACTION REQUESTED:

Authorization for the Chief Executive Officer (CEO) or designee to update the Education Assistance Program Policy language to include eligibility to all full-time employees that have been employed for a minimum of six (6) months and increasing the amount of reimbursement to \$1,500.00 per calendar year.

BACKGROUND:

The current Education Assistance Program was effective October 25, 2001. The purpose of the policy is to support the professional development, educational advancement, and career growth of the Authority's full-time employee. As a result, the Authority will benefit from improved employee performance, higher levels of workforce engagement, and increased numbers of qualified internal candidates for promotional opportunities. The original Education Assistance Program was only for full-time administrative employees employed for a minimum of one (1) year of service in the amount of \$1,000.00 per calendar year.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2022 Operating Budget includes \$10,000 for the reimbursement of approved educational expenses.



HUMAN RESOURCES POLICY/PROCEDURE	
OFFICE OF PRIMARY RESPONSIBILITY: Human Resources	EFFECTIVE DATE: 10/25/2001 Revision Date: 11//1/2021 Replaces: HR-017 Education Assistance Program
SUBJECT: Education Assistance Program Policy	
Approved By <hr/> James E. Harrison, Esq., P.E. Chief Executive Officer, LYNX	

SCOPE:

This policy shall apply to all full-time employees of the Authority.

POLICY:

The Education Assistance Program provides eligible employees with limited educational and training course tuition and textbook reimbursements subject to the terms and limitations within this policy. The purpose of the Education Assistance Program is to support the professional development, educational advancement, and career growth of the Authority’s full-time employees. As a result, the Authority will benefit from improved employee performance, higher levels of workforce engagement, and increased numbers of qualified internal candidates for promotional opportunities.

Program Eligibility Requirements.

A. Education Assistance Program Eligibility.

1. Employee Eligibility. Only full-time employees who have been employed with the Authority for a minimum of six continuous months of service are eligible to apply for an Education Assistance Program reimbursement. Individuals classified as temporary, direct hire, consultant or interns are not eligible for educational assistance through the Education Assistance Program. Employee dependents are also not eligible for educational assistance through the Education Assistance Program.
2. Disqualifying Events:
 - a. Resignation. An Employee who resigns (or gives notice of the intent to resign) their employment with the Authority prior to the Employee’s completion of an approved

course is not eligible for a reimbursement pursuant this Education Assistance Program.

b. Involuntary Termination. An Employee who, prior to the Employee's completion of an approved educational course, is involuntarily terminated from employment with the Authority for any reason other than a Layoff (as defined below) is not eligible for a reimbursement pursuant this Education Assistance Program.

i. Lay-Off. For purposes of this Education Assistance Program, a Layoff is defined as an involuntary termination of employment resulting from the Authority's elimination of position(s) due to a lack of work availability. Layoffs are usually expected to be temporary in nature but may become permanent.

3. Submission and Approval of Application for Education Assistance Program. An employee who wishes to apply for reimbursement of approved educational course expenses under this Education Assistance Program must submit an application through the InLYNX system or other system subsequently approved by management. Applications must be submitted and approved, by both the employee's department head and Human Resources, prior to the employee beginning the selected educational course.

B. Expense Eligibility.

1. Educational Courses. Educational courses for which an employee may seek a reimbursement include technical/trade courses and university/college courses, and must be conducted by and completed through an accredited university, college or vocational school approved by the Authority.

2. Courses Relevant to Core Business. For educational course expenses to be eligible for reimbursement, the coursework must be aligned with and support the Authority's core business, the employee's current duties, or specific future Authority employment opportunities as determined by the Authority in its discretion.

3. Expense Reimbursement. Employee must pay for their educational course expenses in advance of beginning the course even where a reimbursement request is submitted and approved pursuant to this Education Assistance Program. Employees will receive reimbursement of approved and eligible expenses only upon successful completion of coursework and submission of required documentation pursuant to this Education Assistance Program.

4. Successful Completion. Successful completion of an educational course means the employee earned a grade of 'C' or better for letter-graded courses or a 'pass' for pass/fail courses.

5. Eligible Expenses. Reimbursements eligible for approval pursuant to this Education Assistance Program are limited to the actual course-specific tuition and course book (textbook) expenses associated with the approved educational course only. Other institutional expenses, including other expenses associated with the approved educational course, are not eligible for reimbursement. Non-reimbursable expenses include, but are not limited to: (i) university, college and vocational institution fees and late fees (ii) expenses for room and board, parking transportation, commuting, equipment (calculators,



computer, etc.), supplied, student loans, and interest (including on loans and on credit cards used to pay for educational courses).

Program Limitations

- A. Maximum Program Benefit. Subject to all other Education Assistance Program rules, an eligible employee may only be reimbursed up to a maximum of \$1,500.00 for approved and reimbursable educational course expenses during any single calendar year. There is no guarantee that an employee will receive the maximum \$1,500.00 reimbursement in any given calendar year. Approval of reimbursements and the amount of any reimbursement to be approved remains at all-times at the discretion of the Authority in connection with its evaluation of, among other things, the number of Education Assistance Program applications received and Authority funding that may be designated and available for Education Assistance Program use.
- B. Time of Coursework. All work or other activities related to the coursework, including class attendance, must be accomplished during non-work hours.

Program Funding.

- A. Availability of Funds. The availability of funding for the Education Assistance Program is subject to the annual budget process and may be augmented as needed by the CEO during the midyear budget review process.
- B. Encumbering Funds for Next Fiscal Year. Any application for an educational course expense reimbursement that was approved in one fiscal year, but is expected to be paid in the next fiscal year, shall be encumbered in the next fiscal year's budget.

Documentation Requirements for Reimbursement.

Requests for reimbursement will not be approved if this procedure is not followed. Following completion of any Authority approved educational course, employees must present the following documentation to Human Resources in order to be issued any expense reimbursement pursuant to this Education Assistance Program. (i) institution course specific registration receipt(s), (ii) Employee's class schedule, (iii) Course book (textbook) receipts, and (iv) institution documentation reflecting employee's final course grade indicating successful completion of the educational course as defined herein

Repayment on Subsequent Separation from Employment.

- A. General Repayment Rule. An employee who separates from employment with the Authority (for any reason other than Layoff) less than one (1) year following the employee's receipt of an Education Assistance Program reimbursement, the employee shall repay the full amount of any reimbursement funds received during that year to the Authority.
- B. Form of Repayment. If an Employee is required, for any reason, to repay reimbursement funds received pursuant to this Education Assistance Program to the Authority: (i) the Authority may deduct the amounts owed by the employee from any amounts due and payable to employee by the Authority as allowed by applicable law, or (ii) employee and the Authority may agree to an alternate form of repayment agreeable to the Authority.



EXCEPTIONS TO THIS POLICY:

Any exceptions to this Education Assistance Program policy must be for good cause shown and pre-approved by the CEO.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. vi

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Execute the SunRail Feeder Bus Service Grant Agreement for FY2022 and Adoption of Resolution No. 21-011

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for the feeder bus service providing access to the SunRail Stations in the amount of \$1,815,893 and the adoption of Resolution No. 21-011

BACKGROUND:

At the April 11, 2014 Board meeting, LYNX approved the Public Transportation Supplemental Joint Partnership Agreement (PTJPA). This agreement expired on September 25, 2019. The purpose of this partnership with FDOT was to provide for the feeder services to the SunRail commuter rail service. Feeder buses are operated during weekdays and excluding holidays. To assure that the services meet inbound trains in the AM peak hours and six outbound trains in the PM peak hours. The grant covers fixed route trips and neighbor link trips.

Starting with 10/1/2021, FDOT has decided that rather than a PTJPA we will receive annual PTGA which is an annual agreement. This will ensure that the funding follows the LYNX funding model rates for the applicable fiscal year.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Oversight Committee Agenda

FISCAL IMPACT:

The FY2022 Adopted Operating Budget includes anticipated funding from FDOT in the amount of \$1,665,975 to support the SunRail Feeder Service.

CFRTA RESOLUTION NO. 21-011

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SUNRAIL FEEDER BUS SERVICE GRANT PROJECT.

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The LYNX Board of Directors has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The Board of Directors has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT.
4. The Board of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to submit grant applications to the Florida Department of Transportation for fiscal year 2022-2023 in the amount of approximately \$1,815,893 dollars on behalf of LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications, assurances, reimbursement invoices and any other documents in connection with the grant applications.
5. The Board of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation for operating assistance for feeder services the SunRail commuter service.
6. The Board of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.
7. The above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE A SUPPLEMENTAL PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR SUNRAIL FEEDER BUS SERVICE DEVELOPMENT GRANT PROJECT.

APPROVED AND ADOPTED this 28th day of October 2021 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. vii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Execute a Bus Service Agreement with Orange County for FY2022

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Bus Service Agreement with the Orange County in the amount of \$1,304,178 for the period beginning on December 12, 2021 and expiring on September 30, 2022

BACKGROUND:

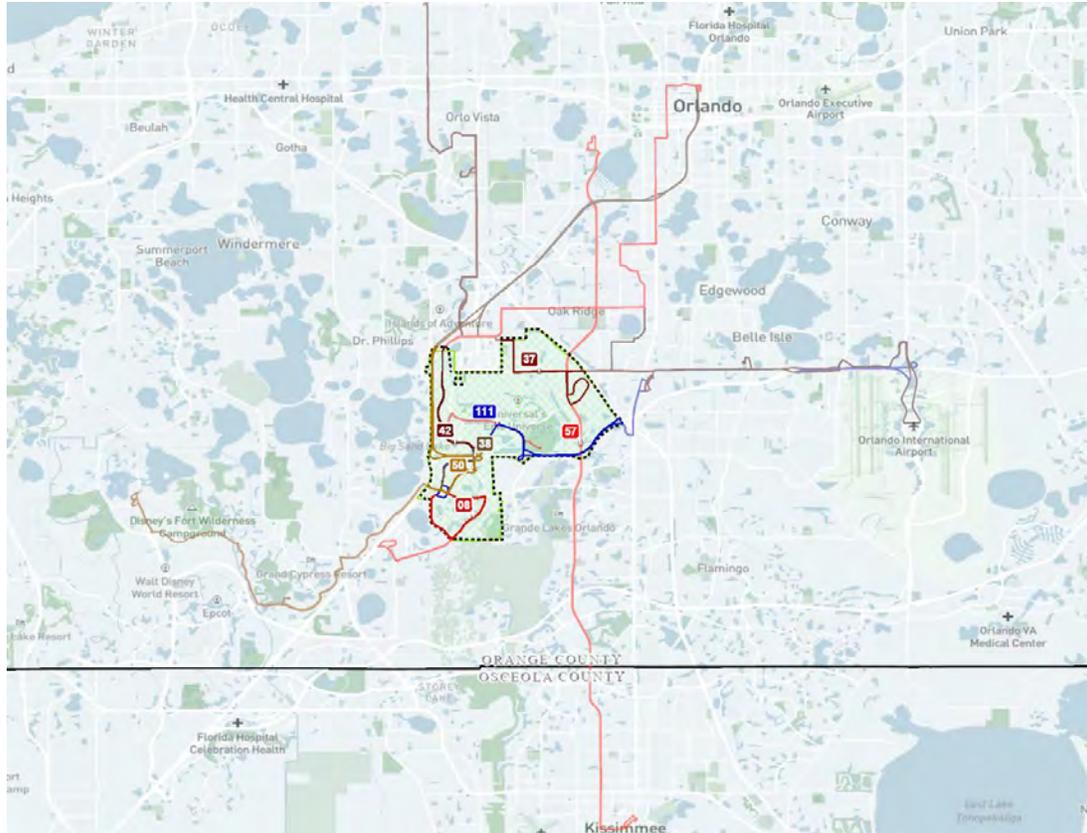
This agreement is for an increase in LYNX bus service in the area defined as the International Drive Community Redevelopment Agency (I-Drive CRA). These service increases are scheduled to coincide with the proposed December 12, 2021 service changes.

Seven LYNX bus routes serve the I-Drive CRA directly (see map below for CRA boundaries and LYNX bus routes serving the CRA):

- Link 8 – W. Oak Ridge Rd./ International Drive
- Link 37 – Pine Hills/Florida Mall
- Link 38 – Universal Orlando/I-Drive Express
- Link 42 – International Drive/Orlando Int'l Airport
- Link 50 – Downtown Orlando/Magic Kingdom Express
- Link 57 – John Young Parkway
- Link 111 – SeaWorld/Orlando Int'l Airport

The agreement will be for an increase in bus service for routes specifically serving the corridor of the I-Drive CRA area (Links 8, 37, 38 and 42).

LYNX Oversight Committee Agenda



A copy of the proposed bus service agreement that will be entered into between LYNX and Orange County for Fiscal Year 2022 will be provided under separate cover once reviewed by all parties.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff will include this additional revenue in the budget amendment for FY2022.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. viii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Waive Collection of Fares on Fixed Route and NeighborLink Services on October 29, 2021 in Support of Mobility Week

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) to waive the collection of fares on fixed route and NeighborLink services on October 29, 2021 in support of the Florida Department of Transportation's annual Mobility Week.

BACKGROUND:

Mobility Week is a cooperative effort by the Florida Department of Transportation and its partner agencies to promote awareness of safe, multimodal transportation choices by hosting an annual collection of outreach events. This is an ideal time for counties, cities, and transportation agencies to highlight achievements, introduce new initiatives, and/or implement new policies promoting sustainable transportation.

Mobility Week is an opportunity for individuals to explore various transportation choices available and consider how multimodal transportation reduces traffic congestion, benefits the environment and improves community health. SunRail will be offering its free rides on October 29, 2021 and LYNX believes it would benefit and further the goals of Mobility Week by waiving the collection of fares during the same time period.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal is applicable for this activity.

LYNX Oversight Cmmittee Agenda

FISCAL IMPACT:

The average daily fare collection is \$24,789. LYNX staff feels that various cost saving measures through the remainder of the fiscal year will compensate the reduction of fares for one day.

LYNX Oversight Committee Agenda

Action Agenda Item #7.A.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6136

Item Name: Authorization to Implement December 12, 2021 Service Changes

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective December 12, 2021.

BACKGROUND:

On September 23, 2021, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect December 12, 2021. One in-person only and one in-person/virtual hearing/workshop was held. LYNX customers and the public provided input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, October 12, 2021, 6-8 PM

Location: LYNX Central Station, Orlando, FL and Virtually

Date/Time: Wednesday, October 13, 2021, 11AM-1 PM

Location: LYNX Central Station, Orlando, FL

Date/Time: Tuesday, October 19, 2021, 4-6 PM

Location: LYNX Central Station, Orlando, FL

Details of these events and the service change proposals are published on our website at www.golynx.com

LYNX Oversight Committee Agenda

The public comment period for the proposed service changes ran from September 23, 2021, through October 23, 2021. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.

Dec. 12 Service Proposal*

NEW ROUTE

- **Link 312** – Disney Direct/Ocoee (Orange County) – Route will operate from West Oaks Mall SuperStop to Disney Springs via West Colonial Drive, S.R. 429, Winter Garden Village, Winter Garden Vineland Road, Ficquette Road, Reams Road, World Drive and Buena Vista Drive. There will be one trip leaving West Oaks Mall Superstop at 6:10 a.m. and one trip leaving Disney Springs at 5:20 p.m. This route will also replace Link 302 to/from Disney University and Disney Springs.

ROUTES DISCONTINUED

- **Link 58** – Shingle Creek (Orange County)
- **Link 63** – LYMMO North Quarter Line (Orange County)
- **Link 305** – Disney Direct/Metrowest/All-Star Resorts (Orange County)
- **Link 313** - Bumby Avenue/Winter Park (Orange County)

SCHEDULE ADJUSTMENTS

- **Link 3** – Lake Margaret Drive (Orange County) – Minor schedule adjustments.
- **Link 8** – W. Oak Ridge Road/International Drive (Orange County) – Will change weekday peak frequency to 12-15 minutes; changing Saturday and Sunday morning peak frequency to 15 minutes. Adding weekday 9:45 and 10:45 p.m. trips from LYNX Central Station (LCS) and 11:15 p.m. and 12:10 a.m. trips from Orlando Vineland Premium Outlets; Saturday 11:30 p.m. trip from Orlando Vineland Premium Outlets; Sunday 8:15, 8:45, 9:15, 9:45 and 10:15 p.m. trips from LCS and 10, 10:30, 11, 11:30 p.m. and midnight trips from Orlando Vineland Premium Outlets.
- **Link 11** – S. Orange Ave. /Orlando International Airport (Orange County) – Adding weekday 7:40 p.m. trip from Orlando International Airport (OIA); Sunday 8:45 p.m. trip

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from LCS and 9:30 p.m. trip from OIA.

- **Link 20** – Malibu Street/Pine Hills/Washington Shores (Orange County) – Extending weekday 9:50 p.m. trip from Walmart to LCS.
- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County) – Discontinuing Sunday 5:45 and 6:45 a.m. trips from LCS and 4:15 p.m. trip from Sand Lake Commons; adding Sunday 9:15 p.m. trip from LCS.
- **Link 37** – Pine Hills/Florida Mall (Orange County) – Adding weekday and Saturday 10, 10:30, 11 p.m. trips from Silver Star Road/Hiawasse Road and 9:30 (Saturday only), 10:30, 11, 11:30 p.m. trips from Florida Mall; Sunday 6 a.m. and 10:30 p.m. trip from Silver Star Road/Hiawasse Road and 11 p.m. trip from Florida Mall.
- **Link 40** – Americana Boulevard/Universal Orlando (Orange County) – Minor schedule changes.
- **Link 42** – International Drive/Orlando International Airport (Orange County) – Extending weekday 2:15, 2:45, 3:15 and 3:45 p.m. trips from Destination Parkway and 8:40, 9:10 a.m. and 4 p.m. trip from OIA to Sand Lake Road SunRail Station. Adding Sunday 11 p.m. trip from Destination Parkway to OIA.
- **Link 44** – Hiawasse Road/Zellwood/Apopka (Orange County) – Minor schedule adjustments.
- **Link 48** – W. Colonial Drive/Powers Drive (Orange County) – Adding Sunday 8:45 and 9:45 p.m. trips from LCS.
- **Link 49** – W. Colonial Drive/Pine Hills Road (Orange County) – Adding Sunday 9:15 p.m. trip from LCS.
- **Link 102** – Orange Avenue/South 17-92 (Orange County/Seminole County) – Changing weekday frequency to 20 minutes.
- **Link 105** – W. Colonial Drive (Orange County) - Minor schedule adjustments.
- **Link 106** – North U.S. 441/Apopka (Orange County/Seminole County) – Changing weekday peak frequency to 30 minutes. Adding Saturday 10:45 p.m. trip and Sunday 8:45 p.m. trip from LCS.
- **Link 107** – U.S. 441/Florida Mall (Orange County) – Changing weekday frequency to 20 minutes. Discontinuing 1:35 a.m. weekday trip from Florida Mall. Adding Saturday and Sunday 11 p.m. trip from Florida Mall and Sunday 10:15 p.m. trip from LCS.

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- **Link 108** – S. U.S. 441/Kissimmee (Orange County/Osceola County) – Discontinuing weekday 12:50 a.m. trip from Florida Mall and 1:10 a.m. trip from Hunters Creek/Orange Blossom Trail.
- **Link 125** – Silver Star Road (Orange County) – Changing weekday peak frequency to 20-30 minutes.
- **Link 319** – Richmond Heights (Orange County) – Discontinuing weekday 5:25 a.m. trip from Washington Shores SuperStop to Richmond Heights and 12:40 a.m. trip from Washington Shores SuperStop to LCS. Adding Sunday 7:45 p.m. trip from LCS.
- **Link 434** – S.R. 434 (Orange County/Seminole County) – Minor schedule adjustments.
- **Link 443** – Winter Park/Pine Hills (Orange County) – Minor schedule adjustments.
- **Link 436S** – S.R. 436/Fern Park/Orlando International Airport (Orange County/Seminole County) – Adding Sunday 10 p.m. trip from Fern Park SuperStop.
- **Link 436N** – S.R.436/Fern Park/Apopka (Orange County/Seminole County) – Changing weekday evening frequency to 30 minutes.

ROUTE AND SCHEDULE ADJUSTMENTS

- **Link 6** – Dixie Belle Drive (Orange County) – Extending service north from Colonial Plaza SuperStop via Bumby Avenue, Corrine Drive, General Rees Avenue, Glenridge Way, VA Medical Center, Lakemont Avenue to AdventHealth Winter Park.
- **Link 36** – Lake Richmond (Orange County) – Changing weekday frequency to 60 minutes and routing operate via L.B. McLeod outbound and 33rd Street inbound, maintaining service to 33rd Street Industrial area. Changing Saturday departure times from LCS to on the hour (:00).
- **Link 38** – Downtown Orlando/I-Drive Express (Orange County) – Adding daily 5:45 a.m. trip from LCS and 6:45 a.m. trip from Destination Parkway SuperStop, extending service to 10:15 p.m. from LCS and 11:45 p.m. from Destination Parkway SuperStop. Changing frequency to 30 minutes. Several morning and evening peak trips extended to Shingle Creek Resort.
- **Link 50** – Downtown Orlando/Magic Kingdom Express (Orange County) – Extending route to Destination Parkway SuperStop and renumber as Link 350. Discontinue service between Disney Springs and Disney Transportation & Ticket Center (TTC). Reducing peak

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service to 30 minutes daily.

- **Link 60** – LYMMO Orange Line (Orange County) – Extending route to Creative Village via Amelia St., Terry Ave., and Livingston St. Discontinue service to the Amelia St. parking garage. Change weekday peak frequency to 7-8 minutes.
- **Link 61** – LYMMO Lime Line (Orange County) – Extend route to North Quarter via Amelia St., Magnolia Ave., Marks St., Orange Ave., Livingston St.
- **Link 63** – LYMMO Orange Line/North Quarter (Orange County) – Discontinue route and replace with extension of Link 61 Lime Line.
- **Link 300** – Downtown Orlando/Hotel Plaza (Orange County) – Extending route from Disney Springs to TTC and Disney University in both directions. Discontinuing service along Palm Parkway, S.R. 535 and Lake Street. Will now operate 5:15 a.m.-12:55 a.m. daily at 30-minute frequency.
- **Link 301** – Disney Direct/Pine Hills/Animal Kingdom (Orange County) – Will now operate between Pine Hills and Disney Springs Transfer Center. Service to Disney resorts provided by Disney Transportation and Link 312. Changing morning route to operate on Conroy Road.
- **Link 302** – Disney Direct/Rosemont/Magic Kingdom (Orange County) – Will now operate between Rosemont SuperStop and Disney Springs Transfer Center. Service to Disney resorts provided by Disney Transportation and Link 312.
- **Link 303** – Disney Direct/Washington Shores/Hollywood Studios (Orange County) – Will now operate between John Young Parkway/Colonial Drive, Washington Shores SuperStop and Disney Springs Transfer Center. Service to Disney resorts provided by Disney Transportation and Link 312.
- **Link 304** – Disney Direct/Rio Grande/Vistana Resort (Orange County) – Changing morning route to operate along International Drive, Municipal Drive, Vanguard Street, Mandarin Drive and Sand Lake Road.
- **Link 306** – Disney Direct/Poinciana/Disney Springs (Orange County/Osceola County) – Extending route to J.W. Marriott Bonnett Creek.
- **NeighborLink 652** – Maitland (Orange County) – Changing frequency to 30 minutes Extending service zone to include Southhall Lane/Keller Road and Sandspur Road.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The service changes as outlined represents an increase in service. The increase in service is for the International Drive area in Orange County. LYNX staff has drafted an agreement which will be a separate board item. The estimated amount of the agreement for FY2022 is \$1,304,178. LYNX staff will include the revenue and associated expenses with the increased service in the FY22 Operating Budget Amendment.

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Action Agenda Item #7.B.

To: LYNX Oversight Committee

From: William "John" Slot
Chief Innovation Officer
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Conduct a Zero-Emission Trip Demonstration

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to conduct a zero-emission trip demonstration between Orlando International Airport (OIA) via the Orange County Convention Center (OCCC) and Downtown Orlando for approximately one month and waive collection of fares between OIA and OCCC.

BACKGROUND:

The Zero Emission Trip will demonstrate no emission battery electric vehicle opportunities in transit service for approximately one month. Passengers will be able to complete a trip from OIA, via OCCC and International Drive area, to the existing LYNX LYMMO battery electric bus rapid transit service with connection to the Orlando City Hall and the Orange County Administration Center.

ABC Companies is a local vendor located in Winter Garden, Florida, who provides services for repair of transit buses beyond in-house resources. These repairs are often the result of accidents requiring more extensive work. ABC Companies also has transit and coach buses available for lease which can be made available to LYNX. This vendor has proposed a short-term lease of approximately five (5) weeks for two (2) coach buses in support of the demonstration of a Zero-Emission Trip. Each coach bus would be leased for one dollar for the five-week period. The two (2) coach buses operate using battery electric power, while a third diesel-powered bus will be available as a spare, if needed. The vendor has also agreed to cover insurance related costs during the period of the lease. LYNX will not be able to install a farebox in the buses during the demonstration due to the limited space in the boarding area.

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The two (2) coach buses will operate between the OIA and the OCCC as a demonstration of a zero-emission FASTLINK service, and will operate “fare free.” This is consistent with past LYNX practice during short-term demonstration projects. Service through International Drive to downtown Orlando will be provided on the existing Link 38 with existing fares charged, while LYMMO service remains fare free.

FISCAL IMPACT:

LYNX staff estimates ridership for the demonstration period to be approximately 1,733 resulting in an estimated \$3,466 in foregone fares.

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Action Agenda Item #7.C.

To: LYNX Oversight Committee

From: Norman Hickling
Director Of Operations
Selita Stubbs
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Execute Third Amendment to Contract #18-C03 for Mobility Management and Broker Services

Date: 10/28/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Third Amendment to contract #18-C03 to provide for new contract rates during the FY22-23 contract year.

BACKGROUND:

In January 2017, LYNX began the process of transitioning the delivery of its ACCESS LYNX services to a Mobility Management Operational Model. At the time, the objective was to provide more responsive services to all customers while mitigating the operational inefficiencies. Through the LYNX Mobility Management Model, LYNX staff booked customers' trips on the appropriate service type; including the brokering of trips to Transportation Networks Companies (TNCs), Taxi Companies, or other Transportation Providers.

At the July 27, 2017 Board of Directors meeting, MV Transportation was selected to be the primary ACCESS LYNX Paratransit service provider. Contract #18-C03, dated December 1, 2017, was implemented and formed the core of the Mobility Management Model. This model is still in effect to date.

On September 1, 2018, a First Amendment was entered into that defined MV Transportation would provide a maximum of 37,000 paratransit trips per month and provided for annual schedule of fees for the remainder of the contract. In addition, the First Amendment required LYNX and MV Transportation to negotiate equitable adjustments to the amounts set forth in the amended Schedule of Fees.

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On April 22, 2021 an authorization for a Second Amendment was approved to provide for responsibilities for maintenance of the Trapeze IT infrastructure technology and application system.

The proposed Third Amendment sets forth a change in monthly contract rates from October 1, 2021 to the end of November 2022. Net monthly rate change equates to \$163,110. This expedited rate increase was negotiated to facilitate immediate wage increases for MV Transportation operators for Mobility services.

It is anticipated this wage increase will help vendor to mitigate substantial operator shortage by facilitating positive retention and new recruitment efforts.

The comparison of the rate change is summarized below:

	16 th of the Month	1 st day of following Month
4/1/2021 – 9/30/2021	\$869,894.64	\$869,894.64
10/1/2021 – 11/30/2022	\$951,449.64	\$951,449.64

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The Approved FY2022 Operating Budget includes \$29,063,409 for Purchased Transportation Services.

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Discussion Item #8.A.

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Presentation of FY2021 Audit Plan by MSL, PA CPAs & Advisors

Date: 10/28/2021

Presentation of the FY2021 Audit Plan by Joel Knopp from MSL, PA CPAs & Advisors.

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Discussion Item #8.B.

To: LYNX Oversight Committee

From: Norman Hickling
Director Of Operations
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Update on Paratransit Services

Date: 10/28/2021

LYNX staff will provide an overview on Paratransit Services.