



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

1. Call to Order

2. Approval of Minutes



Board of Directors Minutes September 28, 2017

Pg 5

3. Recognition

- 20 Years of Service
- 25 Years of Service
- Operator of the Year
- Department of the Year

4. 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.

5. Chief Executive Officer's Report




6. Oversight Committee Report





7. Consent Agenda

A. Invitation for Bid (IFB)




-  Authorization to Release an Invitation for Bid (IFB) for Janitorial Supplies Pg 6
-  Authorization to Release an Invitation for Bid (IFB) for Heavy Duty Bus Batteries and Automotive Service Vehicle Batteries Pg 8
-  Authorization to Release an Invitation for Bid (IFB) for Remanufactured Electrical Starters, Alternators, and Generators Pg 10
-  Authorization to Release an Invitation for Bid (IFB) for Bus Brake Components Pg 12
-  Authorization to Release an Invitation for Bid (IFB) for Transit Bus Filters Pg 14

B. Award Contracts














-  Authorization to Use General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc. to Complete State Road 50 Phase 1 Bus Rapid Transit Station Area Analysis Pg 16
-  Authorization to use General Planning Consultant Services contract #14-C18 with HDR Engineering, Inc. to continue preparing LYNX's ten-year Transit Development Plan (TDP) major update (FY2018-2027) and System Wide Route Optimization Study (ROS) Pg 18
-  Authorization to Piggyback off of State of Florida Contract #92121500-14-01 for Security Guard Services with G4S USA Security Pg 20

- iv.  Authorization to Award a Contract #18-C10 to Palmdale Oil Company, Inc., for Dyed Ultra-Low Sulfur Diesel Pg 22
- v.  Authorization to Piggyback off of Houston-Galveston Area Council of Governments Contract #HP08-17 for All Hazards Preparedness, Planning, Consulting, and Recovery Services Pg 24
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- vi.  Authorization to Award a Contract #18-C48 to TJ's Quality Construction Clean-Up, LLC, for the Pressure Washing of LYNX Central Station (LCS) and Ten (10) Transfer Stations Pg 38


C. Extension of Contracts

- i.  Authorization to Extend Contract #13-C16 with Akerman, LLP, and Contract #13-C15 with Baker & Hostetler, LLC, for Legal Services Pg 40
- ii.  Authorization to Execute Renewal of Casualty Insurance Programs for FY2017/2018 Pg 41
- iii.  Authorization to Exercise the First Option Year of Contract #17-C11 with Cambridge Systematics, Inc. for the Development of the Customer Information System for the Veterans Transportation Resources and Community Services (VTRACS) system Pg 43






D. Miscellaneous

- i.  Authorization to Amend Administrative Rule 2 Pg 45
 -Attachments  
- ii.  Authorization to Approve Resolution 17-009 to appoint Brian Anderson to fill the vacancy in Administrative Committee and Board of Trustee appointments for the Retirement plans Pg 92
 -Attachments 
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 -Attachments  
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 -Attachments 
- v.  Authorization to execute a Purchased Transportation Service Agreement with the City of Winter Springs for paratransit services. Pg 116
- vi.  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, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program Pg 117
 -Attachments 




8. Action Agenda

- A.  Approval of the 2018 Board of Directors' Meeting Dates and LYNX Administrative Staff Holidays Pg 122
-Attachments  
- B.  Authorization to Approve Proposed Service Changes Effective January 7, 2018 Pg 127
-
- C.  Authorization for Use of Reserve Funds to Fund FastLink 406 through April 21, 2018 Pg 130
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- D.  Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596, from October 1, 2017 through September 30, 2020 Pg 132
-
- E.  Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, from October 1, 2017 through September 30, 2020 Pg 134
-
- F.  Authorization to approve Resolution 17-010 of the Central Florida Regional Transportation Authority (d/b/a/ LYNX) to amend the LYNX MONEY PURCHASE PLAN and to ratify and authorize certain employer contributions. Pg 137
-Attachments 

9. Work Session








- A.  LYNX 2017 Accomplishments and 2018 Goals Pg 143
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- B.  Update on LYNX Forward Pg 144
-Attachments 
- C.  Presentation on Orlando Economic Partnership's Central Florida Transportation Task Force Final Report Pg 164
-Attachments 

10. Information Items

- A.  Business Development Report: September, October and November 2017 Pg 169
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- B.  Notification of Settlement Agreement Pursuant to Administrative Rule 6 Pg 170
-Attachments 

11. Other Business

12. Monthly Reports

- A.  Communications Report October 2017 - November 2017 Pg 173
- B.  FY2017 Ridership Report through September 2017 Pg 194
- C.  Monthly Financial Report - Preliminary September 30, 2017 Pg 207
 - Attachments 
- D.  Planning and Development Report Pg 214
- E.  Procurement Plan Calendar Pg 218
 - Attachments 

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

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

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

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

DATE: September 28, 2017

TIME: 1:00 p.m.

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Steven Walczak
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Release an Invitation for Bid (IFB) for Janitorial Supplies

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for janitorial/cleaning supplies for the LYNX Central Station (LCS), LYNX Operation Center (LOC), L.B. McLeod, and Osceola Satellite Facility (OSF) facilities for a not-to-exceed amount of \$510,000 for three (3) years. The contract term shall be for an initial term of one (1) year with two (2) one-year options to extend.

BACKGROUND:

In order to maintain a clean and safe environment for LYNX customers and employees, janitorial/cleaning supplies are needed to maintain the environment.

Some of our facilities operate 24 hours a day, 7 days per week. LYNX maintenance staff provide cleaning services at each of the above facilities. The supplies consist of cleaning chemicals as well as paper products.

Previously staff quoted the products independently; however, we believe that we can achieve a significant cost savings by centralizing the procurement, leveraging spend and volume, and securing multiple-year contracts.

LYNX is initiating an effort to lock in pricing for previously non-contracted items and secure multiple-year contracts. This will allow LYNX to reduce costs by negotiating long-term commitments.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will be provided in accordance with all applicable Federal, State, and local laws. LYNX will ensure that DBEs and small businesses are afforded full opportunity to submit

LYNX Board Agenda

offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

FISCAL IMPACT:

LYNX staff included \$170,000 in the FY2018 Adopted Operating Budget for Cleaning Supplies.

Consent Agenda Item #7.A. ii

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Edward Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Release an Invitation for Bid (IFB) for Heavy Duty Bus
Batteries and Automotive Service Vehicle Batteries

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for heavy-duty bus batteries and automotive service vehicle batteries for a contract total value not-to-exceed amount of \$200,000 for three (3) years. The contract term shall be for a period of three (3) years.

BACKGROUND:

LYNX has a fleet of 310 transit vehicles and various non-revenue vehicles. Our in-house technicians routinely inspect and replace the batteries as needed. LYNX purchases approximately 600 bus and service vehicle batteries per year.

In order to maintain efficient operations and reduce our costs, we will leverage spend and use volume purchasing power by securing multiple-year contracts. We believe we will also receive significant cost savings in staff time and resources as well as securing multiple-year contracts.

LYNX is initiating an effort to lock in pricing for previously non-contracted items and secure multiple-year contracts. This will allow LYNX to reduce costs by negotiating long-term commitments.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will be provided in accordance with all applicable Federal, State, and local laws. LYNX will ensure that DBEs and Small Businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

FISCAL IMPACT:

LYNX staff included \$4,480,000 in the FY2018 Adopted Operating Budget for Repairs and Maintenance – Revenue Vehicles (includes grant funded cost of \$480,000 for engines and transmissions).

Consent Agenda Item #7.A. iii

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Edward Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Release an Invitation for Bid (IFB) for Remanufactured
Electrical Starters, Alternators, and Generators

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for remanufactured electrical starters, alternators, and generators for an annual not-to-exceed amount of \$190,000 for two (2) years. The contract term shall be for an initial term of one (1) year with one (1) one-year option to extend.

BACKGROUND:

LYNX Fleet Maintenance division adopts a strict preventative maintenance policy for LYNX fleet of 310 transit buses.

Our in-house technicians routinely inspect, repair, and replace the original equipment remanufactured electrical starters, alternators, and generators on our fleet as needed.

The maintenance of our fleet is performed at a preventative maintenance and routine inspection level to ensure our customers are safely transported.

In order to maintain efficient operations and reduce our costs, we will leverage spend and use volume purchasing power by securing multiple-year contracts. We believe that by sourcing these components, we will also receive cost savings in staff time and LYNX resources.

LYNX is initiating an effort to lock in pricing for previously non-contracted items and secure multiple-year contracts. This will allow LYNX to reduce costs by negotiating long-term commitments.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will be provided in accordance with all applicable Federal, State, and local laws. LYNX will ensure that DBEs and Small Businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

FISCAL IMPACT:

LYNX staff included \$4,480,000 in the FY2018 Adopted Operating Budget for Repairs and Maintenance – Revenue Vehicles (includes grant funded cost of \$480,000 for engines and transmissions).

Consent Agenda Item #7.A. iv

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Edward Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Release an Invitation for Bid (IFB) for Bus Brake Components

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for bus brake components (pads/shoes, drums, bearings, and seals) for a not-to-exceed amount of \$690,000 for two (2) years. The contract term shall be for a period of two (2) years.

BACKGROUND:

LYNX has a fleet of 310 transit vehicles. Our in-house technicians routinely inspect, repair, and replace the brake components on our fleet as needed.

The maintenance of our fleet is performed at a preventative maintenance and routine inspection level to ensure our customers are safely transported.

In addition to ensuring that we have the number of components needed in inventory, staff quoted the components as the stock level was reduced to the minimum set level, which produced weekly or bi-weekly inventory reorder requests. In order to maintain efficient operations and reduce our costs, we will leverage spend and use volume purchasing power by securing multiple-year contracts. We believe we will also receive significant cost savings in staff time and resources as well as securing multiple-year contracts.

LYNX is initiating an effort to lock in pricing for previously non-contracted items and secure multiple-year contracts. This will allow LYNX to reduce costs by negotiating long-term commitments.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will be provided in accordance with all applicable Federal, State, and local laws. LYNX will ensure that DBEs and small businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

FISCAL IMPACT:

LYNX staff included \$4,480,000 in the FY2018 Adopted Operating Budget for Repairs and Maintenance – Revenue Vehicles (includes grant funded cost of \$480,000 for engines and transmissions).

Consent Agenda Item #7.A. v

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Edward Flynn
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Invitation for Bid (IFB)
Authorization to Release an Invitation for Bid (IFB) for Transit Bus Filters

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for transit bus filters (A/C, air, oil, engine, fuel, and hydraulic) for a not-to-exceed amount of \$735,000 for three (3) years. The contract term shall be for an initial term of two (2) years with one (1) one-year option to extend.

BACKGROUND:

LYNX Vehicle Maintenance division adopts a strict preventative maintenance policy for its fleet of 310 transit buses.

LYNX has established three (3) key service levels which include: (A) service every 5,000 miles, (B) service every 25,000 miles, and (C) service every 50,000 miles, as part of the PM process when critical vehicle fluids and filters are changed.

Some of the filters include, but are not limited to, oil, air, transmission, fuel, hydraulic, etc. LYNX stocks approximately eighty-three (83) different sizes and types of filters.

In order to maintain efficient operations and reduce our costs, we will leverage spend and use volume purchasing power by securing multiple-year contracts. We believe that by sourcing these filters we will also receive cost savings in staff time and LYNX resources.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will be provided in accordance with all applicable Federal, State, and local laws. LYNX will ensure that DBEs and small businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant

LYNX Board Agenda

to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

FISCAL IMPACT:

LYNX staff included \$4,480,000 in the FY2018 Adopted Operating Budget for Repairs and Maintenance – Revenue Vehicles (includes grant funded cost of \$480,000 for engines and transmissions).

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
MYLES OKEEFE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Award Contracts
Authorization to Use General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc. to Complete State Road 50 Phase 1 Bus Rapid Transit Station Area Analysis

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the use of General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc., to conduct a station area analysis of 11 Bus Rapid Transit (BRT) station areas within Phase 1 of the State Road (SR) 50 Alternatives Analysis (AA) Locally Preferred Alternative (LPA), in an annual not to exceed amount of \$367,613. The project is expected to take 10 months to complete upon issuing Notice to Proceed.

BACKGROUND:

In 2015 LYNX completed an Alternative Analysis (AA) Study of State Road (SR) 50 from the Lake County Line to SR 434 and SR 434 from SR 50 to the University of Central Florida, in Orange County, FL. The Locally Preferred Alternative (LPA) was for Bus Rapid Transit operating in mixed traffic on SR 50 for the entire 30-mile corridor for the SR 50/UCF Connector and was adopted on January 28, 2015 and March 11, 2015, by the LYNX and MetroPlan Boards, respectively. The project is proposed to be implemented in two phases, with Phase 1 implementation occurring between Powers Drive and Goldenrod Road.

During the AA process, 11 station area locations (in addition to LYNX Central Station) were identified based on existing boarding and alighting activities, spacing requirements and major cross streets/transfer routes for Phase 1 of the LPA Project. Phase 1 of the project will also include the completion of conceptual plans for the 11 station area locations which will allow consideration of existing and future redevelopment project initiatives and refined design analysis of the station areas. As part of the AA, a Transit Oriented Development (TOD) concept was

completed for the station locations in the Mills/50 District. The conceptual design was developed to showcase the site potential using existing land use and zoning codes. The TOD conceptual study would provide an overview of current land uses around each station area as well as build upon the land use assessment completed in the AA of the existing policies guiding land development and transit supportive infrastructure in the station area.

In addition, this work effort would include addressing the FTA Region IV recommended checklist for *Information Required To Initiate NEPA for Linear Projects* as well the *Grantee Historic Preservation/Section 106 Consultation Worksheet for FTA Projects*.

The SR 50 BRT Station Analysis will examine land use context, existing transit stops and future station locations, and would be supplemented with a field assessment (walking tour) of the proposed station locations. Proposed short-term and long-term actions would be recommended with jurisdictional responsibility assigned to the recommendations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal was assessed on this previously approved contract. The prime contractor submitted good faith effort with intent and commitment documentation to use DBEs on the project to perform assigned tasks. The DBE officer will work with firms to ensure compliance.

FISCAL IMPACT:

LYNX staff included \$368,301 in the FY2018 Adopted Operating Budget for the SR50 BRT Station Area Analysis.

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
Douglas Robinson
(Technical Contact)
Louemma Cromity
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Award Contracts
Authorization to use General Planning Consultant Services contract #14-C18 with HDR Engineering, Inc. to continue preparing LYNX's ten-year Transit Development Plan (TDP) major update (FY2018-2027) and System Wide Route Optimization Study (ROS)

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the use of General Planning Consultant Services Contract #14-C18 with HDR Engineering, Inc., to complete preparation of the ten-year Transit Development Plan (TDP) major update and a system wide Route Optimization Study (ROS) with an annual not to exceed amount of \$390,000. This project began in FY2017 and spans two fiscal years with a total project budget amount of \$780,000.

BACKGROUND:

In March 2017, the Board of Directors authorized use of HDR Engineering Inc. to begin preparing the 10-year TDP major update and ROS scheduled to begin in FY2017. Together, the TDP and ROS are now referred to as LYNX Forward. The TDP major update draft is complete and has been submitted to the Florida Department of Transportation (FDOT) District 5 Office for review and approval. The Route Optimization Study is underway and will continue through spring 2018.

The goal of LYNX Forward is to redesign LYNX services to provide more frequent and reliable transit services utilizing multiple modal services and connections to support SunRail, BRT projects, rideshare, bikeshare services and other modes of travel. With the identification of ineffective and inefficient services, LYNX Forward will propose new services, service elimination, alignment modification and/or schedule adjustments (frequency and span) and employ a mobility management style of service delivery. LYNX Forward will marry transit

demand to modal services while providing flexible services to support activity and employment centers based on Service Guidelines developed through the ROS process. The adopted LYNX Comprehensive Operations Analysis (COA) Service Guidelines will be updated the findings and goals of LYNX Forward. Performance measures and standardized tracking tools/methods will also be developed to manage the delivery of mobility services based on demand and regional growth and economic development initiatives.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal was assessed on this previously approved contract. The prime contractor submitted good faith effort with intent and commitment documentation to use DBEs on the project to perform assigned tasks. The DBE officer will work with firms to ensure compliance.

FISCAL IMPACT:

LYNX staff included \$390,000 in the FY2018 Adopted Operating Budget for the major update of the TDP and ROS. This project began in FY2017 and spans two fiscal years with a total project budget amount of \$780,000.

Consent Agenda Item #7.B. iii

To: LYNX Board of Directors

From: David Dees
DIR RISK MANAGEMENT AND SAFETY
Louemma Cromity
(Technical Contact)
Rose Hernandez
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Award Contracts
Authorization to Piggyback off of State of Florida Contract #92121500-14-01 for Security Guard Services with G4S USA Security

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authority for the Chief Executive Officer (CEO) or designee to Piggyback a contract for security guard services using the State of Florida Contract for an annual not-to-exceed amount of \$1,255,592. The contract term shall be through December 15, 2019.

BACKGROUND:

On September 22, 2016, the LYNX Board of Directors authorized the CEO to enter into a security guard services contract with a private security agency currently under contract with Orange County Government or the State of Florida Department of Management Services. Based on the Board's authority LYNX was able to secure security services through September 30, 2017, with G4S USA. The State of Florida has extended its current contract with G4S USA until December 15, 2019.

Staff has evaluated the current quality and value of services provided and has determined that G4S USA has continued to meet and/or exceed all performance expectations.

Staff has negotiated with G4S USA security to maintain current pricing levels for security services for the next year under the State of Florida's Contract, once negotiations are complete. Staff along with G4S USA will determine which contract affords LYNX the most cost competitive pricing model.

FISCAL IMPACT:

LYNX staff included \$1,445,592 in the FY2018 Adopted Operating Budget for security services. The projected FY2017 expenses for security contract services are \$1,126,439.

FY2018 Budget	
Security Contract	\$1,255,592
Orlando Police Dept.	190,000
	<u>\$1,445,592</u>

Consent Agenda Item #7.B. iv

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Award Contracts
Authorization to Award a Contract #18-C10 to Palmdale Oil Company,
Inc., for Dyed Ultra-Low Sulfur Diesel

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #18-C10 to Palmdale Oil Company, Inc. to provide dyed ultra-low sulfur diesel fuel. The term of the contract is for a one year period beginning October 1, 2017, through September 30, 2018.

BACKGROUND:

On September 28, 2017, the Board of Directors recommended award to the lowest responsive and responsible bidder, Petroleum Traders Corporation.

Also, on September 28, 2017, Procurement received an email from Petroleum Traders withdrawing their bid and not accepting the diesel award.

After reviewing the BID tabulations that were sent to all bidders, it came to their attention that their submittal was incorrect. They accidentally submitted their gas margin as their diesel margin, and their diesel margin as their gas margin. Because of this mistake, unfortunately they withdrew their bid and not would accept the diesel award.

As per the contractual documents and LYNX Administrative Rules, the determination was to award the contract to the second highest ranked firm. In this case, that firm is Palmdale Oil Company, Inc. A full review of their contract documents found them to be in compliance with all terms and conditions of the contract. LYNX has used this contractor previously. On September 22, 2016, the Board of Directors approved of awarding Contract 17-C03 for dyed ultra-low sulfur diesel fuel and found them to be fully capable of being able to produce the required end product as specified.

The current Contract expires on September 30, 2017. An Invitation for Bid (IFB) was issued on July 27, 2017, and responses were due on August 28, 2017. The bid required suppliers to provide a fixed fee cost per gallon known as an “Adder Fee” to deliver the fuel. The “Adder Fee” is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump-off fee for above ground tanks as required.

The following bids were received:

Mansfield Oil	\$.1299
RKA Petroleum	\$.1327
Petroleum Traders Corp	\$.0852
Global Montello	\$.1421
Palmdale Oil	\$.1324
Truman Arnold	\$.1395
Gate Fuel	\$.1455
Papco	\$.1272

FISCAL IMPACT:

LYNX staff included \$3,979,809 in the FY2018 Adopted Operating Budget to support the purchase of dyed ultra-low sulfur diesel fuel.

Description	FY17 Estimated Expense	FY18 Proposed Budget	Variance
Dyed Ultra Low Sulphur Diesel	\$4,201,819	\$3,979,809	(\$222,010)
B-99 Bio Diesel	\$360,308	\$596,709	\$236,401
Total	\$4,562,127	\$4,576,518	\$14,391

Consent Agenda Item #7.B. v

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Tellis Chandler
(Technical Contact)
Rose Hernandez
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Award Contracts
Authorization to Piggyback off of Houston-Galveston Area Council of Governments Contract #HP08-17 for All Hazards Preparedness, Planning, Consulting, and Recovery Services

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Piggyback a contract for All Hazards Preparedness, Planning, Consulting, and Recovery Services using the Houston-Galveston Area Council of Governments Contract for a not-to-exceed amount of \$145,000. The contract term shall be through December 31, 2018.

BACKGROUND:

The Federal Transit Administration requires transit agencies to have an Emergency Operations and Response Plan that also includes coordination of local, regional, State, and Federal agencies security drills. The drills shall include specific activities as hazardous material, bomb threat, suspicious package/improvised explosive device (IED), active shooter, hostage situation, hijacking transit, weapons of mass destruction (WMD), and heightened threat/alert conditions displayed in a tabletop and full scale drill.

The Consultant will work with LYNX and our regional partners to execute a drill that will test our readiness, response capability, and coordination of events and efforts. This will include the mobilization of emergency personnel and community resources required to coordinate and respond to a crisis that involves LYNX and the community.

In addition, the Consultant will draft an After-Action Review and create a performance matrix building upon the exercise actions, discussions, findings, and observations. It will serve as an historical record of lessons learned and provide findings and recommendations for enhancements to policies, plans, and/or procedures.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

Notice to offerors will be provided in accordance with all applicable Federal, State and local laws. LYNX will ensure that DBEs and Small Businesses are afforded full opportunity to submit offers and responses to this solicitation and to participate in any contract consummated pursuant to this advertisement. Additionally, no offeror will be discriminated against on the basis of age, sex, race, color, religion, national origin, ethnicity, or disability.

FISCAL IMPACT:

LYNX staff did not include budget for a Safety and Security Emergency Preparedness Plan in the FY2018 Adopted Operating Budget. Upon Board approval, the project will be funded by budget transfers and savings.



November 29, 2017

Edward L. Johnson, CEO
LYNX
455 N. Garland Ave.
Orlando, FL 32801

Subject: Consulting Services to Support the Orlando LYNX Preparedness Program

Dear Mr. Johnson,

Tetra Tech understands that emergency preparedness and training is a top priority for the LYNX organization. LYNX supports emergency operations throughout Central Florida and serves as the lead agency for Emergency Support Function #1 for Orange County, Florida. This designation carries a tremendous responsibility to provide excellence to the community during disasters. LYNX also serves the whole community during normal and emergency operations, which requires acute attention to riders' needs when normal operations must be transitioned to continuity operations. As such, LYNX is seeking to improve its emergency preparedness capabilities and develop a seamless, coordinated effort to providing service to riders even during disasters.

As one of the nation's premier emergency management and disaster readiness and recovery firms, Tetra Tech can effectively support LYNX by providing planning, training, and exercise services. Tetra Tech maintains a full-time staff of emergency planning, continuity planning, and disaster response and recovery experts who have developed emergency management programs for transit organizations throughout the country.

Tetra Tech understands LYNX has several goals with this project:

- Enhance internal and external communication capabilities during emergencies.
- Establish viable back-up procedures and resources to support emergency operations should the LYNX Central Station be uninhabitable.
- Develop and test procedures to minimize the impacts of emergencies on riders.

PROPOSED SCOPE OF SERVICES

Tetra Tech understands that LYNX has a critical role in providing vital services for its riders as well as in keeping businesses operating to help sustain the local economy. Updating and testing LYNX's Continuity Plan and Security and Emergency Preparedness Plan (SEPP) will help validate LYNX's ability to respond in an emergency event.

Tetra Tech proposes a multi-phased approach:

- Phase 1 → Project Initiation and Management
- Phase 2 → Exercise Planning Meetings
- Phase 3 → Exercise Documentation
- Phase 4 → Exercise Conduct and Evaluation

2301 Lucien Way, STE 120, Maitland, FL 32751
Tel 321.441.8500 Fax 321.441.8501 tetrattech.com



Tetra Tech's project manager will submit a weekly status report to the LYNX project sponsor. The report will address the overall project progress, progress over the preceding week, anticipated activities for the upcoming week, and project concerns accompanied by mitigation strategies for addressing the concerns.

PHASE 1: PROJECT INITIATION AND MANAGEMENT

Project Initiation. Tetra Tech initiates the project by conducting an in-person kickoff meeting with LYNX to develop a project schedule and set up administrative procedures. LYNX will designate a project sponsor to serve as the lead point of contact to coordinate with the Tetra Tech project manager. The Tetra Tech project manager will provide the LYNX project sponsor with a detailed project work plan based on the objectives and expectations established by the LYNX project sponsor. Once approved, the project work plan will guide the development of the exercise deliverables. Finally, the project work plan will include roles and responsibilities for Tetra Tech and LYNX in building a collaborative approach for a successful project.

LYNX Working Group Development. To support the project, the Tetra Tech project manager will work with the LYNX project sponsor to develop the LYNX Working Group. This group will include representatives of the LYNX departments that have roles and responsibilities directly outlined in the SEPP and the Continuity Plan. The LYNX Working Group will provide input into the exercise planning process by representing their individual departments, reviewing draft plans, providing feedback, and suggesting elements to test in the full-scale exercises.

PHASE 2: EXERCISE PLANNING MEETINGS

Concept and Objectives (C&O) Meeting. Tetra Tech will work with and seek guidance from LYNX as we design exercise activities. We anticipate use of project management meetings to complete C&O activities. At a minimum, during the C&O meeting, we will accomplish the following:

- Determine preliminary scope of the exercise.
- Identify the organizational participants in the exercises.
- Establish responsibilities and due dates for tasks.
- Develop a task-specific work plan.
- Schedule future planning meetings.

Initial Planning Meeting. Tetra Tech will conduct the initial planning meeting with the LYNX Working Group. We will work with Working Group participants for guidance as we design exercise activities. At a minimum, we will accomplish the following during the initial planning meeting:

- Establish exercise objectives aligned with overarching programmatic and sponsor/participants exercise goals and objectives.
- Discuss participant responsibilities.
- Propose scenarios and injects.
- Determine level of play/identify participating stakeholders.



Tetra Tech will work with representatives of the LYNX Working Group to determine expected responses to the scenarios. The anticipated outcomes will eventually be evaluated against actual outcomes to validate the Agency department's response capabilities. Following the document and capabilities review, Tetra Tech will have the necessary information to proceed with the exercise design.

Midterm Planning Meeting and Master Scenario Events List (MSEL) Meeting. Successful exercise play results from attention to details during planning. Tetra Tech will facilitate a midterm planning meeting and MSEL Meeting with the LYNX Working Group to finalize exercise objectives. The meeting will resolve logistical details (exercise format), organizational details (participation and simulation cell [SIMCELL]), and exercise facilitation details (number of evaluators, controllers, and observers anticipated). The meeting will provide a forum for document review for the LYNX Working Group, including reviewing the draft MSEL developed for the exercise play. Because this meeting is a pivotal point in the exercise development process, Tetra Tech will use its master task lists to review any outstanding exercise details so that they can be addressed prior to the final planning meeting and exercise conduct. This will include provision of exercise-specific equipment, logistical requirements, and communication plans for the exercise and controller/evaluator lists.

Following the midterm planning meeting, Tetra Tech will update the draft MSEL that will include major exercise events and subsequent messages or actions that will be "injected" to drive participant actions during the exercise. Additional detail about MSEL development is included later in this section.

Final Planning Meeting. The final planning meeting provides an opportunity for the LYNX Working Group to review a final update of the exercise materials and to finalize exercise logistics. During this meeting, the LYNX Working Group will review and provide final feedback on the following:

- Exercise Plan (ExPlan)/Situation Manual (SitMan)
- Controller/Evaluator (C/E) Handbook
- Exercise evaluation guides (EEGs)
- MSEL
- Supporting materials
- Design objectives
- Scope of play
- Support requirements

The LYNX Working Group will also complete the following actions:

- Review exercise participant RSVPs.
- Finalize exercise participation levels.
- Coordinate outstanding administrative and logistical support activities and requirements.
- Confirm controller and evaluator assignments for the exercise locations.

Tetra Tech will once again reference our project checklists to address any remaining exercise details.



PHASE 3: EXERCISE DOCUMENTATION

Exercise Documentation. A critical component of the exercise development process is the preparation of documentation to detail activities and support exercise play. This activity also results in a documented record that can be referenced for future exercises and planning efforts. The HSEEP cycle calls for a suite of documents to guide exercise play, examples of which include the following:

- **Exercise Plan (ExPlan):** ExPlans support operations-based exercises. ExPlans provide participants with a summary of the exercise, assign responsibilities, describe exercise conduct, and provide an overview of evaluation, but they do not contain the detailed scenario or injects that may lessen the realism of the exercise design.
- **Controller/Evaluator (C/E) Handbook:** The C/E Handbook provides specific information regarding the control, evaluation, safety, and communications for exercise controllers and evaluators.
- **MSEL:** The MSEL is a chronological listing of the events that drive exercise play. Each MSEL entry contains information such as the time of the event, description of the event, and the intended player action.
- **EEG:** The EEG provides instructions for evaluating the designated functional/operational areas and describes the methodology that the evaluators will use as they observe the participants and their actions/activities.

Tetra Tech will work with the LYNX project manager to develop the appropriate HSEEP-compliant exercise documentation to promote a successful and value-added exercise series. We will also provide a participant feedback form to be completed by participants following the full-scale exercise. Tetra Tech uses this form to collect participants' written comments and exercise observations and to obtain their input into how we can improve our delivery.

PHASE 4: EXERCISE CONDUCT AND EVALUATION

Exercise Conduct. Tetra Tech conducts pre-exercise briefings, which are typically held the day prior to the conduct of the exercise. We use these pre-exercise briefings as a training tool for the exercise staff by outlining specific roles and responsibilities and respective assignments (controllers, evaluators, simulators, actors, etc.).

For the exercise, Tetra Tech will provide one exercise director and up to nine controller/evaluator positions. The Tetra Tech team will oversee registration and staging, control play, and conduct the post-exercise hotwash with the players. Tetra Tech will oversee the logistics for the exercise and provide refreshments for up to 100 participants.

Draft AAR and IP Matrix. Following the full-scale exercise, Tetra Tech will draft the AAR and IP matrix building upon the exercise actions, hotwash discussions, C/E findings, and EEG analysis. The IP matrix identifies and articulates specific corrective actions, responsible agencies, and key milestones tied to the recommendations identified in the AAR. The AAR and IP Matrix are critical post-exercise documents developed in collaboration with the exercise control and evaluation staff, LYNX Working Group, and appropriate agency or department representatives.



It will serve as a historical record of lessons learned and provide findings and recommendations for enhancements to policies, plans, and/or procedures.

After Action Meeting and IP Matrix. Following completion of the draft AAR, Tetra Tech will meet with the LYNX Working Group, controllers and evaluators, and other key stakeholders for the after action meeting to review and refine the draft AAR and IP Matrix within 30 days of the exercise. Tetra Tech will then finalize the refined AAR and IP matrix into a combined document. The AAM will be an interactive session to provide attendees the opportunity to validate the observations and recommendations recorded in the draft AAR by contributing insight into events that might have been omitted or misinterpreted by evaluators. This validation process is particularly important for those observations nominated as potential lessons learned in the AAR.

Final AAR and IP Matrix. Following the AAM, Tetra Tech will finalize the AAR and IP matrix by incorporating corrections, clarifications, and other feedback provided by participants. Once these inputs are incorporated, Tetra Tech will provide the AAR and IP matrix to participants for validation that it is an accurate document and meets the project objectives. This step will make sure the AAR and IP matrix address the needs of LYNX and/or other participating departments and serve as useful tools to guide the following areas:

- Capability development and refinement
- Efforts to focus limited resources upon improvements in preparedness
- Strategy development
- Exercise program planning
- Sharing of lessons learned with homeland security community partners
- Changes to plans, policies, and procedures



Exhibit 1: Project Deliverables

Deliverable	Description
Phase 1: Project Initiation	
Project Initiation	<ul style="list-style-type: none"> One-hour project initiation meeting with project sponsor Project work plan Project status report Project SharePoint site
Phase 2: Exercise Planning Meetings	
Initial Planning Meeting	<ul style="list-style-type: none"> Three-hour on-site meeting with the LYNX Working Group Two Tetra Tech facilitators
Midterm Planning Meeting and MSEL Meeting	<ul style="list-style-type: none"> Three-hour on-site meeting with the LYNX Working Group Two Tetra Tech facilitators
Final Planning Meeting	<ul style="list-style-type: none"> Three-hour on-site meeting with the LYNX Working Group Two Tetra Tech facilitators
Phase 3: Exercise Documentation	
Draft Exercise Materials	<ul style="list-style-type: none"> ExPlan, EEGs, MSEL, reference materials and the controller/evaluator handbook
Phase 4: Exercise Conduct and Evaluation	
Conduct Exercise and Debrief	<ul style="list-style-type: none"> Full-scale exercise with up to 4 hours of play One Tetra Tech Exercise Director and nine Tetra Tech exercise support staff
Draft AAR and IP Matrix	<ul style="list-style-type: none"> Draft AAR and IP matrix Documentation of exercise observations Recommendations
After Action Meeting	<ul style="list-style-type: none"> Two-hour on-site meeting with the LYNX Working Group and key personnel Two Tetra Tech facilitators
Final AAR	<ul style="list-style-type: none"> Final AAR and IP Matrix delivered electronically

PROJECT SCHEDULE/TIMELINE

Tetra Tech can complete the phases of the project before the end of May, with the exercise conduct in March, from the date of contract execution with active participation from LYNX. It is expected the contract will be signed no later than December 8, 2017.

Exhibit 2: Estimated Project Schedule



Phase/Tasks	Timeline
Phase I: Project Initiation	December 31, 2017
Phase II: Exercise Planning Meetings	March 2, 2018
Phase III: Exercise Documentation	March 30, 2018
Phase IV: Exercise Conduct and Evaluation	Conduct - March 30, 2018 Evaluation - May 31, 2018

PROJECT COST PROPOSAL

Tetra Tech proposes performing the Continuity and SEPP project for a firm fixed price of **\$144,744**. The fixed price is based on Tetra Tech's experience performing projects of similar scope and complexity. The fixed price is derived from estimating the number of work hours for each task; estimating the cost of materials, printing, administrative expenses; exercise logistical costs; and budgeting for reasonable and customary travel expenses for on-site meetings and meeting facilitation. Billing rates are in accordance with Tetra Tech's contract under the HGAC Cooperative Purchasing Buy Program, Bid No. HP08-17. For budgetary purposes, Exhibit 3 shows a breakdown of our proposed price by Labor Category for each Phase.

Exhibit 3: Cost Proposal for the Project

Project Labor Category	Rate	Estimated Hours
Phase I: Project Initiation		
Senior Program Manager	\$175	18
Supervising Consultant	\$158	24
Senior Planner	\$145	0
Consultant III	\$135	0
Consultant I	\$110	4
Planning Aide	\$80	2
Total Estimated Hours for Phase 1		48
Estimated Other Direct Costs (travel, per diem, etc.)		\$1,616.00
Total Cost for Phase 1		\$9,158.00
Phase II: Exercise Planning Meeting		
Senior Program Manager	\$175	12
Supervising Consultant	\$158	60



Senior Planner	\$145	60
Consultant III	\$135	72
Consultant I	\$110	30
Planning Aide	\$80	3
Total Estimated Hours for Phase 2		237
Estimated Other Direct Costs (travel, per diem, etc.)		\$6,754.00
Total Cost for Phase 2		\$40,294.00
Phase III: Exercise Documentation		
Senior Program Manager	\$175	0
Supervising Consultant	\$158	12
Senior Planner	\$145	60
Consultant III	\$135	60
Consultant I	\$110	88
Planning Aide	\$80	12
Total Estimated Hours for Phase 3		232
Estimated Other Direct Costs (permits, moulage, props, etc.)		\$12,500.00
Total Cost for Phase 3		\$41,836.00
Phase IV: Exercise Conduct and Evaluation		
Senior Program Manager	\$175	30
Supervising Consultant	\$158	30
Senior Planner	\$145	86
Consultant III	\$135	96
Consultant I	\$110	40
Planning Aide	\$80	5
Total Estimated Hours for Phase 4		287
Estimated Other Direct Costs (travel, per diem, exercise logistics, etc.)		\$13,236.00
Total Cost for Phase 4		\$53,456.00
Total Estimated Hours		804
Total Cost		\$144,744

This estimate is valid for 90 days from the date of the proposal. To the extent the proposed scope and budget do not meet the Agency's needs, Tetra Tech would be willing to negotiate a revised scope and budget.



PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** LYNX will assign a primary point of contact to serve as project sponsor to address administrative and functional issues related to this project.
- **Confidentiality.** Tetra Tech follows its documented internal procedures and protocols to protect confidential materials collected from LYNX. Tetra Tech established these internal procedures to meet requirements by federal, state, and local governments to help protect critical infrastructure data.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format upon request within one week.
- **Access to Key Personnel.** Availability of LYNX key personnel is critical to obtaining the information required for the overall success of this project. Information presented by LYNX key personnel will be accepted as factual and no confirmation will be made.
- **Deliverables.** Tetra Tech agrees to deliver the following:
 - ✓ Electronic copies of the interim draft deliverables during the project
 - ✓ USB drive with the electronic files for the final deliverables in Microsoft Word format
- **Printing.** Lynx agrees to provide all the printing of materials.
- **Work Location/Meeting Space.** LYNX will provide meeting room space to conduct the project planning meetings and the exercise. Tetra Tech performs work off-site at Tetra Tech offices except when required to be on-site for meetings.
- **Acceptance of Deliverables.** Deliverables will be submitted to LYNX in draft format. LYNX's comments must be provided within three days or as specified in the scope above. Upon incorporation of revisions to the draft deliverables and one final resubmission to LYNX, the deliverables will be considered final and accepted.
- **Payment Plan Based on Deliverables.** LYNX will be invoiced monthly for completed deliverables. Upon incorporation of comments and edits to the draft deliverables and resubmission to LYNX, such deliverables will be considered accepted and payment will be due. Invoice payment terms are net 30 days.
- **Terms and Conditions.** This proposal is contingent on the acceptance of mutually acceptable terms and conditions.
- **Proposal.** This proposal is based on Tetra Tech's current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by LYNX. The final approved proposal will be part of the awarded contract by reference or incorporated as an exhibit.

Tetra Tech is pleased to offer this proposal and looks forward to working with LYNX. For questions concerning this proposal, please contact the representatives listed below.



Contractual representative:

Ms. Betty Kamara

Phone: (321) 441-8518

Fax: (321) 441-8501

E-mail: betty.kamara@tetrattech.com

Technical representative:

Ms. Christina Parkins

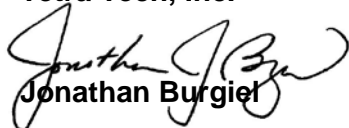
Phone: (704) 796-6431

Fax: (321) 441-8501

E-mail: christina.parkins@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel

Vice President/Operations Manager

cc. Tellis Chandler, LYNX Risk Management & Safety Division Deputy Director of Safety



ATTACHMENT 1: PLANNING EXPERIENCE

Tetra Tech brings a strong reputation for delivering emergency preparedness services to hundreds of state and local emergency management, transit, and public safety agencies across the nation. Tetra Tech project team members have developed and conducted some of the most high-profile transit training and exercises for clients across the country, including the Washington Metropolitan Area Transit Authority (WMATA), Amtrak, MARTA, Houston METRO, and NYC Metropolitan Transportation Authority, to name a few.

In addition to the continuity experience described above, we have provided disaster response and recovery services to the state Departments of Transportation in Connecticut, Florida, Texas, Vermont, and Virginia.

Tetra Tech has helped transit clients coordinate with state and federal regulatory agencies to improve planning processes that better serve the objectives of transit safety and security requirements. Below we have identified selected regional transit and transportation organizations that our team has worked with to support emergency management preparedness capabilities.

Tetra Tech Transit Clients

- | | |
|---|--|
| • Amtrak | • Newark Agency Subway (NJ) |
| • Bay Area Rapid Transit (CA) | • New Jersey Transit (NJ) |
| • Capital Area Transit System (MI) | • New York Agency Subway (NY) |
| • Chicago Transit Authority (IL) | • NYC Metropolitan Transportation Authority |
| • Dallas Area Rapid Transit (TX) | • Orange County Transportation Authority (CA) |
| • Detroit Transportation Corp (MI) | • Port Authority of New York and New Jersey |
| • Florida Department of Transportation (FL) | • Regional Transportation District (CO) |
| • Houston METRO (TX) | • San Mateo County Transit District (CA) |
| • Maryland Transit Administration (MD) | • Southeastern Pennsylvania Transportation Authority (PA) |
| • Memphis Area Transit Authority (TN) | • Suburban Mobility Authority for Regional Transportation (MI) |
| • Metropolitan Atlanta Rapid Transit Authority (MARTA) (GA) | • Washington Metropolitan Area Transit Authority (WMATA) (DC) |
| • Metro Transit (MO) | |
| • Nevada Department of Transportation (NV) | |

Tetra Tech Continuity Clients

- | | |
|---|--|
| • Administrative Office of the Illinois Courts (IL) | • Mesquite, City of (TX) |
| • Amtrak (nationwide) | • Metropolitan Washington Council of Governments |
| • Aurora Office of Emergency Management (CO) | • Missouri, City of (TX) |
| • Atlanta Regional Commission (GA) | • Montgomery County (TX) |
| • Boston, City of (MA) | • Nevada Department of Transportation (NV) |
| • Buncombe County (NC) | • New York Power Authority (NY) |



Tetra Tech Continuity Clients

- Caldwell County (NC)
- Catawba County (NC)
- Cleveland County (NC)
- Collin County (TX)
- Coppell, City of (TX)
- Cornell University (NY)*
- Dallas, City of (TX)
- Dallas County (TX)
- Deer Park, City of (TX)
- Duke University COResearch
- Fort Bend County (TX)
- Garland, City of (TX)
- George Mason University (VA)
- Grand Prairie Department of Emergency Management (TX)
- Goldsboro, City of (NC)
- Greenville, City of (NC)
- Harris County Sheriff's Department (TX)
- Henderson County (NC)
- Houston METRO (TX)
- Indiana Homeland Security District 3
- Irving, City of (TX)
- LaPorte, City of (TX)
- Lewisville, City of (TX)
- Lubbock, City of (TX)
- Lubbock County, City of (TX)
- Metropolitan Atlanta Rapid Transit Authority (MARTA) (GA)
- Meadows Place, City of (TX)
- Memphis, City of (TN)
- NYC Metropolitan Transportation Authority
- Northern Virginia Community College (VA)
- Oakland, City of (CA)
- Oakland Fire Department (CA)
- Orange County Public Schools (FL)
- Panhandle Regional Planning Commission (TX)
- Parker County Emergency Preparedness Office (TX)
- The Pennsylvania State University
- Powder Springs, City of (GA)
- Prince William County (VA)
- Rowan County (NC)
- Ramsey County (MN)
- Saint Paul County (MN)
- San Diego, City of (CA)
- South Carolina, State of (SC)
- Stafford, City of (TX)
- Stokes County (NC)
- Sugar Land, City of (TX)
- Supreme Court of Virginia (VA)
- Swain County (NC)
- Texas Health and Human Services Commission (TX)
- Virginia Department of Emergency Management (VA)
- Washington, DC
- Washington Metropolitan Area Transit Authority (DC)
- Watauga County (NC)
- Wayne County (NC)
- Wilkes County (NC)
- Ysleta Del Sur Pueblo (TX)

Consent Agenda Item #7.B. vi

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
Steven Walczak
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Award Contracts
Authorization to Award a Contract #18-C48 to TJ's Quality Construction Clean-Up, LLC, for the Pressure Washing of LYNX Central Station (LCS) and Ten (10) Transfer Stations

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with TJ's Quality Construction Clean-Up, LLC, with a not-to-exceed amount of \$322,200 for five years. The terms of the contract will be for three (3) years with two (2) one-year options.

BACKGROUND:

On September 22, 2016, staff received authorization to re-release a Request for Proposal (RFP) for the pressure washing of LYNX Central Station (LCS) and ten (10) Transfer Centers. Invitation for Bid (IFB) #17-B07 was released on June 2, 2017, soliciting competitive bids for experienced, qualified, and capable suppliers to provide the requested service. Thirteen (13) responses were received from the following firms:

Firms	Five (5) Contract Year Total Amount
• Contractors Enterprises, Inc.	\$284,520
• TJ's Quality Construction Clean-Up	\$322,200
• Pressure Me Clean Services, Inc.	\$521,800
• GPC Maintenance Systems, Inc.	\$794,600
• Pressure Power Washing	\$849,813
• American Janitorial, Inc.	\$976,125
• Spartan CS, LLC	\$1,138,060
• Fleetwash, Inc.	\$1,177,418
• Scrubzoni	\$1,191,178
• A-1 Orange Cleaning Service Company, Inc.	\$1,405,004

LYNX Board Agenda

- D & A Building Services \$1,893,491
- JMD Global Developers \$3,482,300
- Lenard Bell Painting, Inc. \$17,528,000

On September 28, 2017, the Board of Directors approved the recommendation for contract award to the most responsive, responsible, and lowest cost bidder which was Contractors Enterprises, Inc.

Subsequently, on October 31, 2017, LYNX Procurement received an email from Contractors Enterprises, Inc. withdrawing their contract award due to employee and equipment issues.

Per LYNX policy, a contract award may be recommended to the next responsive, responsible, lowest cost bidder, which is TJ's Quality Construction Clean-Up, LLC. TJ's Quality Construction Clean-Up, LLC, was the previous contractor for this service for the last five (5) years. In addition, TJ's Quality Construction Clean-Up, LLC, is a certified minority and women-owned business enterprise.

The below outlines our not-to-exceed contractual cost for each fiscal year.

- 2018: \$64,440
- 2019: \$64,440
- 2020: \$64,440
- 2021: \$64,440
- 2022: \$64,440

FISCAL IMPACT:

LYNX staff included \$60,000 in the FY2018 Adopted Operating Budget for pressure washing services for the LCS and Super Stops. Future years will be budgeted based on the awarded contract amount.

Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Tiffany Homler
(Technical Contact)
Louemma Cromity
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Extension of Contracts
Authorization to Extend Contract #13-C16 with Akerman, LLP, and
Contract #13-C15 with Baker & Hostetler, LLC, for Legal Services

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to extend Contract #13-C16 with Akerman, LLP, and Contract #13-C15 with Baker & Hostetler, LLC, to June 30, 2018 for legal services and to increase the not to exceed contract amounts for the additional time for both.

BACKGROUND:

The LYNX Board of Directors exercised the second year options for both the Akerman, LLP, and Baker & Hostetler, LLC, on September 26, 2016, and January 26, 2017, meetings respectively. At the September 28, 2017, the LYNX Board approved an additional extension for Akerman through December 31, 2017.

A Request for Proposal (RFP) was released for all legal services so the contracts can be coordinated. Those RFPs are in the review process now. LYNX staff is requesting an extension for both contracts through June 30, 2018 to allow time for contract award and transition, if needed.

FISCAL IMPACT:

LYNX staff included \$1,079,850 in the FY2018 Operating Budget for these legal services.

Consent Agenda Item #7.C. ii

To: LYNX Board of Directors

From: David Dees
DIR RISK MANAGEMENT AND SAFETY
Esther Mitchell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Extension of Contracts
Authorization to Execute Renewal of Casualty Insurance Programs for
FY2017/2018

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate with the assistance of Arthur J. Gallagher, Broker and bind coverage and premium on behalf of LYNX for the upcoming one year renewals October 1, 2017 to October 1, 2018 of the Crime, General Liability, Public Officials Liability & Employment Practices Liability, Automobile Physical Damage (Comprehensive & Collision), Automobile (Road Rangers), Fiduciary Liability Insurance Programs.

BACKGROUND:

LYNX is self-insured for bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$200,000 per person, \$300,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Arthur J. Gallagher Broker. The program is partially insured, with modest deductibles. The risks of Fiduciary, Premises Liability and Public Officials/Employment Practices Liability programs are fully insured through Preferred Governmental Insurance Trust (PGIT).

	FY2016 Premium	FY2017 Premium	FY2018 Estimated Premium	Increase/ (Decrease)	Term Expiration
General Liability	\$26,019	\$31,593	\$31,918	+1%	10-01-18
Crime/Employee Dishonesty	\$1,175	\$1,175	\$1,175	0%	10-01-18
Automobile Physical Damage Coverage	\$208,776	\$220,382	\$239,033	+8%	10-01-18
Automobile Liability Coverage (Road Rangers, Wages)	\$34,646	\$43,789	\$44,751	+2%	10-01-18
Public Officials and Employment Practices	\$76,386	\$84,283	\$84,965	+1%	10-01-18
Fiduciary	\$5,171	\$5,171	\$7,750	+49%	10-01-18
Total Premium Cost	\$352,173	\$386,393	\$409,592	+6%	

FISCAL IMPACT:

LYNX staff included \$532,385 in the FY2018 Adopted Operating Budget for these services. Property and Environmental Liability policies are renewed April 1, 2018 and are estimated to be \$110,868.

Consent Agenda Item #7.C. iii

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
MYLES OKEEFE
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year of Contract #17-C11 with Cambridge Systematics, Inc. for the Development of the Customer Information System for the Veterans Transportation Resources and Community Services (VTRACS) system

Date: 12/7/2017

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 #17-C11 with Cambridge Systematics, Inc. for continued development of the Customer Information System for the Veterans Transportation Resources and Community Services (VTRACS) system, with a not-to-exceed amount of \$764,977 over the life of the contract.

BACKGROUND:

LYNX and Cambridge Systematics, Inc. (CS) entered into Contract #17-C11 in February 2017; with the Notice to Proceed being issued April 7, 2017. Through the first nine (9) months of the contract, CS has completed multiple iterations, as called for in the scope of work, of the Customer Information System - the central point of access for the VTRACS system - serving the community through both a mobile application and website. Remaining work includes the final iterations of product development, quality assurance testing, system deployment, and hosting.

The request to exercise the first option year of the contract is the result of thoughtful input from both CS and project partners that required additional focus in order to incorporate further development into the product. Exercising option year one allows the proper time to complete the tasks as scoped in the project and ensure delivery in 2018.

FISCAL IMPACT:

LYNX staff included \$666,998 in the FY2018 Capital and \$136,000 in the FY2018 Operating Budgets for the Veterans Transportation Resources and Community Services project.

Consent Agenda Item #7.D. i

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Tiffany Homler
(Technical Contact)
Rose Hernandez
(Technical Contact)
Louemma Cromity
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Amend Administrative Rule 2

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' adoption of the amended Administrative Rule 2, Board Governance (By-Laws).

BACKGROUND:

The proposed amendments are related to the posting of meeting notices, public participation (public comment) and clarification of the duties and responsibilities of officers of the authority. At the September 28, 2017, meeting of the LYNX Oversight Committee, James Goldsmith, LYNX General Counsel reviewed the proposed changes. The following are the proposed amendments to Administrative Rule 2, Board Governance (By-Laws):

- Allows LYNX Chief Executive Officer (CEO) to designate an employee to act as Clerk to the Board.
- Adds language regarding the posting of meeting notices which designates the LYNX Administrative Building as the official location for meeting notices and for compliance with Section 189.015, Florida Statutes.
- Sets forth guidelines with respect to public participation, or public comment, to be in compliance with Section 286.0114, Florida Statutes.
- Clarifies the ability of the LYNX CEO to sub-delegate creation of procedures to senior officers or department directors.
- Authorizes the CEO to sign certificates and assurances on behalf of LYNX to the Federal Transit Administration.

LYNX Bard Agenda

- Allows CEO to make temporary appointments to positions that require LYNX Board approval.
- Makes minor grammar and punctuation edits.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ADMINISTRATIVE RULE 2

BOARD GOVERNANCE (BYLAWS)

DATE: December 7, 2017¹

SCOPE:

This Administrative Rule sets forth the bylaws of the Authority pursuant to section 343.64(2)(h), Florida Statutes, to regulate the affairs and the conduct of the business of the Authority.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part III, Chapter 343, Florida Statutes

RULE 2: Bylaws

- 2.1 **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings provided for such terms as set forth in Administrative Rule 1.
- 2.2 **Adoption of Bylaws.** The rules set forth in this Rule 2 shall constitute the bylaws of the Authority for the purposes of the Act, and shall govern the affairs and the conduct of the business of the Authority with respect to the matters addressed herein.
- 2.3 **Governing Board.** The Governing Board shall be vested with all powers provided under the Act to carry out the purposes set forth in the Act. All powers of the Governing Board not expressly delegated to an official, employee or agent of the Authority pursuant to these Administrative Rules or other official action of the Governing Board are reserved to the Governing Board.
 - 2.3.1 **Composition.** The Act provides that the Governing Board shall be comprised of five voting members as follows:
 - A. The chairs of the county commissions of Seminole, Orange, and Osceola Counties, or another member of the commission designated by the county chair of that commission, shall each serve as a representative on the Board for the full extent of his or her term (as described below);

¹ This Administrative Rule was originally adopted in the amended and restated form by the Governing Board at its meeting held on July 28, 2010. Section 2.12 of this Administrative Rule was amended in its entirety by the Governing Board at its meeting held on September 25, 2014. Sections 2.3.5, 2.6 and 2.9 were partially amended and Sections 2.4.8 and 2.4.9 were added by the Governing Board at its meeting held on December 7, 2017.

- B. The mayor of the City of Orlando, or a member of the Orlando City Council designated by the mayor, shall serve on the Board for the full extent of his or her term (as described below);
- C. The Secretary of Transportation shall appoint the district secretary, or his or her designee, for the district within which the area serviced by the Authority is located and this member shall be a voting member.

Each Member shall serve on the Board for a term of one year, which term shall begin and end on the first and last day of each Fiscal Year. Each Member's term shall automatically renew for successive one year terms unless a new Member is designated in accordance with **Section 2.3.2.**

2.3.2 Designation of Members.

- A. The county chairs of Seminole, Orange, and Osceola Counties are permitted to designate persons other than themselves to serve as Members of the Governing Board, provided that each such person designated by a county chair is a member of the county commission.
- B. The mayor of the City of Orlando is permitted to designate a person other than himself or herself to serve as a Member of the Governing Board, provided that such person is a member of the Orlando City Counsel.
- C. The Secretary of Transportation is permitted to designate a person other than the district secretary for the district within which the area serviced by the Authority is located.

Except as otherwise permitted by the Chairman, any person so designated to be on the Governing Board for a particular Fiscal Year pursuant to this **Section 2.3.2** must be designated before the end of the previous Fiscal Year and such designation must be for an entire Fiscal Year term.

- 2.3.3 **Replacements.** During any particular Fiscal Year term, any vacancy on the Governing Board shall be filled by the person authorized to make a designation with regard to the empty seat pursuant to **Section 2.3.2** and only for the balance of the unexpired Fiscal Year term.

- 2.3.4 **Officers of the Governing Board.** The Governing Board shall annually elect from its Members a Chairman, Vice Chairman, and Secretary. The Governing Board may also elect from its Members a Treasurer. The officers of the Governing Board shall have the authorities and duties set forth in these Rules for such officers, or as otherwise may be assigned to them by the Governing Board. All officers shall be elected by the Governing Board at an organizational meeting held pursuant to **Section 2.4.** Officers shall be elected by the Members, and shall hold their respective offices from the first day of

each Fiscal Year for a term of one year, or until their respective successors are chosen, if later.

- A. **Removal of Officer from Governing Board; Vacancies.** An officer of the Governing Board may be removed from office at any time, with or without cause, by the affirmative vote of the Majority of the Members. Any vacancy occurring in an office on the Governing Board shall be filled by the Governing Board for the remainder of the term at a regular or special meeting of the Governing Board.
- B. **Office of Chairman.** The Chairman of the Governing Board shall preside at meetings of the Governing Board, call special meetings, sign and may execute deeds, mortgages, bonds, contracts and other documents and instruments on behalf of the Authority, and perform such other duties as may be required by law or directed by the Governing Board.
- C. **Office of Vice Chairman.** The Vice Chairman shall have the powers and perform such duties as may be delegated to that office by the Governing Board, and in the event of the death, absence or inability of the Chairman to act, perform the duties and exercise the powers of the Chairman.
- D. **Office of Secretary.** The Secretary shall keep the minutes of all meetings of the Governing Board and such other meetings of the Authority for which minutes are required to be kept or, if not required by law, that the Governing Board deems desirable to be kept. The Secretary shall attest to the signature of other officers of the Governing Board when required or necessary. The Secretary to the Governing Board shall maintain thorough and accurate records of the Administrative Rules, the agendas of meetings of the Governing Board, resolutions and other instruments approved by the Governing Board. The Secretary shall perform the duties customarily performed by the secretary to a governmental entity, as well as such other duties as may be prescribed by the Governing Board.
- E. **Office of Treasurer.** The Treasurer shall be responsible for the financial affairs and records of the Authority, and shall have the custody of all the funds and securities of the Authority, except as may be otherwise provided by the Governing Board, and shall disburse the funds and other assets of the Authority as may be ordered by the Governing Board. The Treasurer shall keep or cause to be kept a record of all money received and expended, and all other financial transactions of the Authority. The Treasurer shall perform such duties as are customarily performed by the treasurer of a governmental entity and as may be required by general law or as directed by the Governing Board.

2.3.5 **Clerk and Assistant Officers to the Governing Board.**

- A. **Clerk to the Governing Board.** The Governing Board shall have a Clerk to carry out the duties of a clerk pursuant to applicable law and these Administrative Rules, and such other duties as the Governing Board may assign to the Clerk from time-to-time. If the Governing Board shall fail to appoint a Clerk for any particular Fiscal Year, or if the person appointed to the office of Clerk by the Governing Board shall be unable to perform his or her duties due to death, absence or inability, the duties of the Clerk shall be performed by the Assistant Secretary, if one exists, or, if there is no Assistant Secretary, then by the Chief Executive Officer or such other Authority employee as designated by the Chief Executive Officer.
- B. **Assistant Officers.** The Governing Board may from time-to-time appoint one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers and agents as it shall deem necessary, and may define their powers and duties. Any number of offices may be held by the same person.
- C. **Not Required to be Members.** Officers appointed pursuant to this **Section 2.3.5** need not be Members.

2.3.6 **Authority of Members.** Any direction as to the day-to-day operations of the Authority shall be made by action of the Governing Board and implemented by the Chief Executive Officer or such other person designated by the Governing Board. No individual Member shall have authority to direct Officers or employees of the Authority with regard to any action or duty relating to the day-to-day operations of the Authority. Notwithstanding anything to the contrary set forth in this **Section 2.3.6**, the Chairman is authorized to exercise oversight functions over and make inquiries of the Officers and Authority employees.

2.4 **Meetings of the Governing Board.** The Governing Board shall annually establish a schedule for meetings of the Governing Board. The Governing Board shall meet at the offices of the Authority, or, if directed by the Chairman, at such other location within or without the jurisdiction serviced by the Authority. All meetings of the Governing Board except as may otherwise be provided herein and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.

2.4.1 **Procedures of the Governing Board.** Meetings of the Governing Board shall be administered in accordance with Robert's Rules of Order, provided that the Members may elect to deviate from said rules when it is in the best interest of the Authority.

- 2.4.2 **Actions, Voting Requirements.** If a quorum is present, the affirmative vote of a majority of the Members present at a meeting shall constitute an act of the Governing Board. Votes of the Members shall be cast by voice vote, unless the Chairman, Vice Chairman or a majority of the Members present shall request an alternative method that is permitted by law. Resolutions as adopted shall be memorialized in writing and included for adoption of the minutes at the subsequent meeting of the Governing Board.
- 2.4.3 **Quorum.** The presence in person of a majority of the Members of the Governing Board shall constitute a quorum for the transaction of business.
- 2.4.4 **Adjournment; Reconvening.** Any meeting of the Governing Board at which a quorum is present may be adjourned by the vote of a majority of the Members. In the event no quorum is present on the day fixed for any meeting of the Board, such meeting may be cancelled and rescheduled by the Chairman, Vice Chairman or Chief Executive Officer, to a time and date at which a quorum be obtained. At any reconvened meeting at which a quorum is present, the Governing Board may take any official action, which might have been taken at the original meeting.
- 2.4.5 **Meeting Agendas.** Under the authority and auspices of the Chairman, the Authority shall prepare an agenda prior to each meeting of the Governing Board and shall provide appropriate notice thereof prior to each meeting.² The agenda shall list the title of the items in the order they are intended to be brought before and considered by the Governing Board. With the consent of whomever is the Chairman presiding over any particular meeting, items may be brought before the Governing Board out of the order listed on the agenda for such meeting, and the Governing Board may act upon such items. With the consent of the Chairman or any two Members, items may also be brought before the Governing Board which are not listed on the agenda (i.e., “**blue sheet items**”), and the Governing Board may act upon such items.
- 2.4.6 **Organizational Meeting.** The Governing Board shall annually hold its organizational meeting during a regular business meeting prior to the end of the Fiscal Year for purposes of electing the officers of the Governing Board pursuant to these Administrative Rules, or, if the organizational meeting of the Governing Board cannot be held at such meeting, the election of the officers of the Governing Board shall be held at the next regularly scheduled meeting at which an election is practical.

² The Authority is not subject to the Administrative Procedures Act, Chapter 120, Florida Statutes, because (i) it is a multi-county special district, with a majority of its governing board comprised of elected persons, and (ii) the rules governing the Authority were removed from the Florida Administrative Code pursuant to the Administrative Procedures Act, Chapter 96-159. However, the Authority is subject to Florida's Government in the Sunshine Law, Florida Statutes § 286.011.

2.4.7 **Emergency, Special and Closed Meetings.** Subject to and in accordance with the requirements of Florida law, the Governing Board may convene emergency meetings, special meetings and meetings closed to the general public when directed by the Chairman, Vice Chairman or a Majority of the Members.

A. **Executive Sessions to Discuss Pending Litigation.** The Authority's legal counsel ("**Legal Counsel**") may schedule a private consultation with the Governing Board to discuss pending litigation to which the Authority is presently a party before a court or administrative agency. This private session with the Governing Board is referred to herein as a "**Litigation Executive Session**." The subject matter of the Litigation Executive Session shall be limited to settlement negotiations or strategy sessions relating to litigation expenditures in a case for which the Legal Counsel represents the Authority. A Litigation Executive Session must be called only when Legal Counsel has determined that such a session is absolutely necessary. The Authority must comply with Florida Statutes § 286.011(8) (as well as any amended or successor provisions of Florida law) in connection with the Litigation Executive Session.

1. **Notice of Executive Session.** A Litigation Executive Session shall be noticed in all of the following three ways:

- a. The first notification occurs when the request for a Litigation Executive Session is placed on the Governing Board's agenda as a discussion item.
- b. The second notification occurs when a public notice of the Litigation Executive Session is published or posted. Such a notice shall be published or posted no less than three (3) full working days prior to the date of the Litigation Executive Session. This notice must contain the names of all persons who will be attending the Litigation Executive Session. An attendee's title may not be substituted for an attendee's name.
- c. The third notification occurs during an open session of the Governing Board when Legal Counsel announces to the Governing Board that he or she would like to advise the Governing Board concerning pending litigation, limited to settlement negotiations or strategy sessions relating to litigation expenditures in a particular case. If the Governing Board approves this request, at an open session, the Member chairing the meeting (or his/her designee) shall announce the commencement, estimated length of the Litigation Executive Session,

and names of all persons who will be attending the Litigation Executive Session.

2. **Transcript of Litigation Executive Session.** Legal Counsel shall be responsible for hiring a certified court reporter for the Litigation Executive Session. The Litigation Executive Session shall be recorded, transcribed, and the record and transcription delivered to Legal Counsel. No portion of the Litigation Executive Session shall be held off the record. Legal Counsel shall, within a reasonable time, file the transcript with the clerk of the Board (or in the event there is no clerk, then the Authority officer or employee the Governing Board designates to carrying out the duties of a clerk) in a sealed envelope, instructing the clerk (or such other appropriate officer or employee) that the transcript is not a public record and will not become so until the litigation concludes in the case. At such time as the litigation is concluded and all timeframes for appeals have elapsed, Legal Counsel shall inform the clerk of the Board (or such other appropriate officer or employee) that the transcript may be made part of the public record.
 3. **Participation in Litigation Executive Session.** Only the following persons are allowed to participate in a Litigation Executive Session (in addition to the Governing Board): the Authority's Chief Executive Officer or Chief Administrative Officer, Legal Counsel (including specially appointed outside counsel for the Authority in the litigation), and a court reporter. No other staff members or consultants are permitted to attend.
 4. **No Final Approvals or Determinations.** Final approval of any determination resulting from the discussions held during the Litigation Executive Session shall be made only at an open session of the Governing Board.
 5. **Reopening of Public Meeting.** At the conclusion of the Litigation Executive Session, the public meeting shall be reopened, and the elected official chairing the meeting shall announce the termination of the Litigation Executive Session and shall then either continue with other matters before the Governing Board or adjourn the public meeting.
- B. **Executive Session to Discuss Actual or Impending Collective Bargaining Matters.** The Chief Executive Officer or his or her representative may schedule a private consultation with the Governing Board to discuss actual or impending collective bargaining matters. This private session with the Governing Board is referred to herein as a

“Collective Bargaining Executive Session.” The subject matter of the Collective Bargaining Executive Session shall be limited to actual or impending collective bargaining. The Authority must comply with Florida Statutes § 447.605 (as well as any amended or successor provisions of Florida law) in connection with the Collective Bargaining Executive Session.

1. **Notice of Executive Session.** A Collective Bargaining Executive Session shall be noticed in all of the following three ways:
 - a. The first notification occurs when the request for a Collective Bargaining Executive Session is placed on the Governing Board's agenda as a discussion item.
 - b. The second notification occurs when a public notice of the Collective Bargaining Executive Session is published or posted. Such a notice shall be published or posted no less than three (3) full working days prior to the date of the Collective Bargaining Executive Session. This notice must contain the names of all persons who will be attending the Collective Bargaining Executive Session. An attendee's title may not be substituted for an attendee's name.
 - c. The third notification occurs during an open session of the Governing Board when the Member chairing the meeting (or his/her designee) shall announce the commencement, estimated length of the Collective Bargaining Executive Session, and names of all persons who will be attending the Collective Bargaining Executive Session.
2. **Participation in Collective Bargaining Executive Session.** Only the following persons are allowed to participate in a Collective Bargaining Executive Session (in addition to the Governing Board): the Authority's Chief Executive Officer, one or more of the Senior Officers who have been authorized in behalf of the Authority to negotiate the collective bargaining matters, and Legal Counsel (including specifically appointed outside counsel for the Authority in the collective bargaining matters). No other staff members or consultants are permitted to attend.
3. **No Final Approvals or Determinations.** Final approval of any determination resulting from the discussions held during the

Collective Bargaining Executive Session shall be made only at an open session of the Governing Board.

4. **Reopening of Public Meeting.** At the conclusion of the Collective Bargaining Executive Session, the public meeting shall be reopened, and the Member chairing the meeting shall announce the termination of the Collective Bargaining Executive Session, and shall then either continue with other matters before the Governing Board or adjourn the public meeting.

2.4.8 **Posting of Meeting Notices.**

- A. The bulletin board in the LYNX Central Station lobby, located at 455 N. Garland Ave., Orlando, FL 32801 is designated as the official location for the posting of meeting notices of the Governing Board and each other Sunshine Board (as defined below). The Authority may, but is not required to, post meeting notices in additional locations, including on the Authority's website.
- B. In addition to the posting requirements contained in **Subsection A**, the Authority will provide notice of meetings of the Governing Board in compliance with Section 189.015, Florida Statutes. Such notice shall include (i) filing quarterly, semiannually, or annually a schedule of the regular meetings of the Governing Board that includes the date, time, and location of such meetings with the local governing authorities that constitute the voting members of the Governing Board; (ii) publishing said schedule of regular meetings in the legal notices and classified advertisements section of a newspaper in accordance with the requirements of said statute; and (iii) advertising the date, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting, at least seven days before such meeting, in a newspaper of general paid circulation in accordance with the requirements of said statute, unless a bona fide emergency situation exists.

2.4.9 **Public Participation.** The following sets forth guidelines to be followed by the Authority at public meetings for public participation pursuant to Section 286.0114, Florida Statutes.

- A. At each meeting of the Governing Board and each meeting of any Authority advisory boards, commissions and committees subject to the requirements of Section 286.011, Florida Statutes (each, a "**Sunshine Board**"), the chair of such Sunshine Board shall designate on the agenda a time for public comment. The total time for public comment

shall not exceed fifteen (15) minutes; **provided, however**, the chair, in his or her discretion, may reduce or extend that time.

- B. Each individual who wishes to address the Sunshine Board during public comment must limit his or her comments to three minutes, subject to the provisions of **Subsection C** below and subject to the right of the chair, in her or her discretion, to further limit such time in order to prevent repetition, limit abuse or maintain decorum.
- C. In the event one or more persons or a group wishes to address the Sunshine Board through a particular individual, those persons may do so and, in such event, a person may allot up to one minute of his or her time to the designated speaker, **provided, however**, the designated speaker, in any event, shall be limited to a total of ten minutes in his or her presentation to the Board. The person will identify the designated speaker on the speaker's form referenced in **Subsection D** below. The chair reserves the right, in her or her discretion, to limit such time in order to prevent repetition, limit abuse or maintain decorum.
- D. Each person wishing to speak during public comment must complete, before the beginning of the meeting, and submit to the designated secretary of such Sunshine Board an approved speaker's form (in such form as approved by the Sunshine Board) indicating a desire to be heard, the topic on which he or she wishes to speak and whether that speech is in support, opposition, or neutrality on said proposition, and, if applicable, a designation of a representative to speak for him or her on said proposition. Failure to submit such a form or to complete it as appropriate shall enable the chair of such Sunshine Board not to recognize said person.
- E. If a non-agenda item is presented for consideration by the Sunshine Board, the chair shall, prior to the Sunshine Board taking action on said item, allow for public comment solely on said item in accordance with the above provisions.
- F. The chair will, if necessary, have the authority to maintain decorum in regard to public comments during the said period and discretion to direct said matters as necessary to maintain decorum.
- G. Pursuant to subsection 286.0114(3), Florida Statutes, the requirements of **Subsections A** through **E** above, do not apply to: (i) an official act that must be taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the public comment requirement would cause an unreasonable delay in the ability of the Sunshine Board to act; (ii) an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and

ceremonial proclamations; (iii) a meeting that is exempt from Section 286.011, Florida Statutes; or (iv) a meeting during which the Sunshine Board is acting in a quasi-judicial capacity. This Subsection does not affect the right of a person to be heard as otherwise provided by law.

- 2.5 **Rulemaking.** The Governing Board may, from time to time, adopt additional rules, or supplement these Administrative Rules, to govern the operation of the Authority and to regulate the affairs and the conduct of its business. All rules, Administrative Rules, resolutions, procedures, or policies adopted by the Governing Board shall have precedence over, govern and control any Policies and Procedures established by the Chief Executive Officer and/or Authority staff.
- 2.6 **Policies and Procedures.** The Chief Executive Officer may establish Policies and Procedures, which shall be primarily administrative in nature, to carry out these Administrative Rules and other actions of the Governing Board and to regulate the internal operations of the Authority. The ability of the Chief Executive Officer to establish Procedures (but not Policies) may be sub-delegated to Senior Officers or department directors. Policies and Procedures may not change, or otherwise be in conflict with, these Administrative Rules or any actions of the Governing Board. All Policies and Procedures shall be made available for public inspection at the offices of the Authority. All Policies and Procedures shall be furnished to the Governing Board and the Governing Board may request revisions, modifications, or amendments to the Policies and Procedures at any time and from time to time. These Administrative Rules shall have precedence over, govern and control the Policies and Procedures.
- 2.7 **Contracts and Other Instruments.** The Governing Board may, from time to time, authorize and approve contracts, instruments, agreements and other obligations of the Authority as permitted and authorized under the Act and these Administrative Rules.
- 2.8 **Budget of the Authority.** The Treasurer (to the extent an individual is appointed to such office), Chief Executive Officer and Authority staff shall annually prepare a proposed budget of the Authority for the next Fiscal Year. Such budget shall set forth the anticipated service levels, expenses and revenues of the Authority, in accordance with Florida law and generally accepted governmental accounting principles. Such budget shall also reflect any preferences or policies of the Governing Board with respect to the information contained therein.
- 2.8.1 **Budget Presentation.** The Chief Executive Officer shall (i) present the proposed budget to the Governing Board for consideration at least forty-five (45) days in advance of the commencement of the next Fiscal Year, or on such other date as may be consented to by the Chairman, in sufficient detail to inform the Governing Board as to the fiscal and policy implications of such budget, and (ii) provide the Members of the Governing Board with additional information as they shall require to evaluate the budget.

- 2.8.2 **Approval of Budget.** The Chief Executive Officer and staff shall make any revisions, additions or deletions to the budget directed by the Governing Board subsequent to the budget presentation and submit the revised budget to the Governing Board in advance of the next Fiscal Year for the Governing Board's consideration and approval.
- 2.8.3 **Budget Status.** The Chief Executive Officer shall periodically update the Governing Board as to the status of and the Authority's compliance with the budget. Any change that (or series of changes that in the aggregate) constitutes a material deviation or variance from the approved budget shall be subject to the approval by the Governing Board in the form of a budget amendment. All budget amendments shall be submitted for approval by the Governing Board.
- 2.8.4 **Amendments to Budget.** From time to time, the Governing Board may during any fiscal year amend or modify the budget including, but not limited to, any budget amendments that may be brought about by virtue of any obligations incurred by LYNX as a result of any Emergency or any Financially Exigent Agreement or Situation.

2.9 **Officers of the Authority.**

- 2.9.1 **Chief Executive Officer.** Pursuant to the Act, the Governing Board hereby establishes the position of the Chief Executive Officer of the Authority as the highest administrative official and chief executive officer of the Authority.
- A. **Powers of the Chief Executive Officer.** The Chief Executive Officer shall, subject to the actions, control, and directions of the Governing Board (including the Chairman in accordance with **Section 2.3.6** above and any limitations contained in these Administrative Rules, have general management and control over the affairs of the Authority. The Chief Executive Officer shall do and perform such duties as are assigned to him or her by the Governing Board, and shall have the authority contained in these Administrative Rules.
- B. **Authorization to Carry out Reasonable Measures.** If the Governing Board has authorized the Authority to undertake a particular course of action (including the execution of any Contract by the Authority), the Chief Executive Officer is hereby authorized to take all reasonable actions necessary to carry out that particular course of action, including, but not limited to, the execution of the Contract and other documents, **provided, however,** if such actions either (i) materially deviate from what was authorized by the Governing Board, or (ii) said actions are materially adverse to the Authority (e.g., materially increase the financial obligation of the Authority), said actions may not be taken without the further approval of the Governing Board.

C. **Financially Exigent Situations.** Except as otherwise provided in these Administrative Rules to the contrary, the Chief Executive Officer is authorized to undertake any action on behalf of the Authority that Board authorization would otherwise be required for such action to be undertaken, if each of the following two requirements is satisfied:

1. The Chief Executive Officer concludes that a Financially Exigent Situation would be created by not waiting until the next regularly scheduled meeting of the Governing Board to seek approval; and
2. The Chief Executive Officer obtains the approval of the Chairman of the Board prior to undertaking any action.

Notwithstanding anything to the contrary set forth in these Administrative Rules, the Chief Executive Officer may not delegate to any other officer or employee of the Authority the Chief Executive Officer's power to undertake any action pursuant to this **Section 2.9.1.C.**

In regard to any actions taken under this **Section 2.9.1.C.**, the Chief Executive Officer shall report the action taken to the Governing Board as soon as practicable thereafter (and in any event within ten (10) days after said action is taken). In addition, the CEO shall report said action at the next meeting of the Governing Board.

D. **Certifications.** The Chief Executive Officer is authorized to execute and deliver Certificates and Assurances on behalf of the Authority to FTA on an annual basis and all such similar certifications as are reasonable or necessary to apply for and receive FTA grant funds (whether or not the underlying applications for such grant funds have been approved by the Board prior to the submission date of such certifications).

E. **Delegation of Powers and Duties.** Except as otherwise provided in these Administrative Rules (including, for example, the limitation on the Chief Executive Officer's ability to delegate his or her authority to approve and execute Contracts as set forth in Administrative Rule 4), the Chief Executive Officer is authorized to delegate the powers and duties conferred on him or her under these Administrative Rules as necessary and practical to carry out the day-to-day management of the Authority. The foregoing notwithstanding, the Chief Executive Officer shall remain directly accountable to the Governing Board with respect to the exercise of all such powers and duties regardless of whether such powers have been delegated.

2.9.2 **Other Senior Officers.**

- A. The Chief Executive Officer may nominate one or more (i) Senior Officers or (ii) other officers that perform the functions of a C-suite officer or have a policy making function and report directly to the Chief Executive Officer as he or she shall deem necessary, and may define their powers and duties (subject to such limitations as are contained in these Administrative Rules or are otherwise imposed by the Governing Board). Any number of offices may be held by the same person. All such nominations, along with proposed compensation and other conditions of employment, shall be submitted to the Governing Board for consideration and approval, which approval may be granted or withheld in the sole discretion of the Governing Board.
- B. From time to time, there may be a vacancy in an office that requires the nomination of the Chief Executive Officer and the approval of the Governing Board to fill in accordance with **Section 2.9.2.A**. To avoid harm to the Authority while the Chief Executive Officer undertakes a search for a permanent replacement, the Chief Executive Officer may appoint an individual to fill such vacancy on a temporary basis (which shall not exceed one hundred and eighty days). The Chief Executive Officer shall notify the Governing Board of such appointment at the next regularly schedule meeting of the Governing Board.
- C. In the absence of the Chief Executive Officer, the Governing Board may designate one or more other Senior Officers to act as the Chief Executive Officer on the terms set forth by the Governing Board. In the event of Financially Exigent Situations, the Chairman may designate one or more Senior Officers to carry out the duties of the Chief Executive Officer on terms so directed by the Chairman, and until the Governing Board can meet to make a selection.

2.10 **Authority Offices.** The main office of the Authority shall be located at 445 North Garland Avenue, Orlando, Florida, or such other reasonably accessible location, within the boundaries of the Authority, as the Governing Board shall designate from time to time.

2.11 **Official Seal of Authority.** The seal on file with the clerk to the Governing Board is hereby adopted as the Authority's official seal pursuant to the Act. The Chairman, Vice Chairman, Chief Executive Officer, Secretary and Clerk to the Governing Board are hereby authorized to apply the official seal to resolutions, contracts and other instruments of legal import. Notwithstanding the foregoing, the application of the official seal shall not be a condition to the legal effectiveness of any resolution, contract or other instrument of legal import. The Chairman and other Members of the Governing Board and the Chief Executive Officer are each hereby authorized to use or display the official seal as a symbol of the Authority.

2.12 **Authorization to Establish Committees.** The Governing Board, by resolution adopted by a Majority of the Members, may create one or more committees which may exercise such powers as shall be conferred or authorized by the resolution creating said committee or committees. The composition of any committee, the removal of committee members, and the filling of vacancies shall be determined by the Governing Board. No committee may exercise any authority which is required by applicable law to be exercised solely by the Governing Board.

2.12.1 **Establishment of Oversight Committee; Purpose.** A committee is hereby established to be known as the Oversight Committee. The Oversight Committee's primary functions are (i) to serve as a workshop to review and discuss matters prior to the Governing Board taking official action on such matters and (ii) to oversee the Finance and Audit Committee and the Risk Management Committee. The Oversight Committee is provided specific authority to make recommendations to the Director of Finance/Chief Financial Officer, the Chief Executive Officer and the Governing Board with respect to matters that come before it.

- A. **Composition.** The Oversight Committee shall be comprised of five members (each an "**Oversight Committee Member**"). The Members of the Governing Board shall comprise the membership of the Oversight Committee; *provided, however*, that any Oversight Committee Member may designate an employee of the governmental entity that such member represents to attend any meeting of the Oversight Committee and exercise all of the powers of the Oversight Committee Member in such member's absence. The duration of any designation shall be for such period of time as is determined by the Oversight Committee member making the designation.
- B. **Meeting Schedule and Notice.** The Oversight Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Oversight Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Oversight Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.
- C. **Quorum.** The presence in person of a majority of the Oversight Committee Members shall constitute a quorum for the transaction of business.

- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Oversight Committee Members shall constitute an act of the Oversight Committee.
- E. **Officers.** The Oversight Committee shall annually elect from its members a chairperson and vice chairperson and such other officers as determined by the Oversight Committee. The chairperson, and in his or her absence the vice chairperson, shall preside over all meetings of the Oversight Committee. In the absence of a chairperson or vice chairperson, the Oversight Committee members shall elect a replacement chairperson for such meeting.
- F. **Responsibilities.** The Oversight Committee shall carry out such responsibilities as are assigned to it by the Governing Board and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Oversight Committee shall:

- 1. **General.**

- a. Review and make recommendations to LYNX staff and the Governing Board as to the agenda for upcoming meetings of the Governing Board.
- b. Serve as a workshop to discuss and make recommendations to the Governing Board on matters being considered or to be considered by the Governing Board as the Oversight Committee may deem appropriate.
- c. Receive reports from the Finance and Audit Committee and Risk Management Committee and provide recommendations and guidance.
- d. Review the Chief Executive Officer's Report to the Governing Board and make recommendations to the Chief Executive Officer regarding the same.

2.12.2 **Establishment of Finance and Audit Committee; Purpose.** A committee is hereby established to be known as the Finance and Audit Committee. The Finance and Audit Committee is responsible for recommending to the Oversight Committee and Authority Staff financial policies, goals and budgets that support the mission, values and strategic goals of the Authority, and for overseeing the annual audit of the Authority's financial statements.

- A. **Composition.** The Finance and Audit Committee shall be comprised of five members (each an "**Finance and Audit Committee Member**").

Each Member of the Governing Board shall be entitled to designate one Finance and Audit Committee Member from among the employees of the governmental entity that he or she represents. Each Finance and Audit Committee Member should have expertise in financial matters. The Director of Finance/Chief Financial Officer of the Authority will not be a member of the Finance and Audit Committee but will support the committee.

- B. **Meeting Schedule and Notice.** The Finance and Audit Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Finance and Audit Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Finance and Audit Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. It is initially contemplated, although not required, that the Finance and Audit Committee would meet on at least a monthly basis.
- C. **Quorum.** The presence in person of a majority of the Finance and Audit Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Finance and Audit Committee Members shall constitute an act of the Finance and Audit Committee.
- E. **Officers.** The Finance and Audit Committee shall annually elect from its members a chairperson and such other officers as determined by the Finance and Audit Committee. The chairperson shall preside over all meetings of the Finance and Audit Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Finance and Audit Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** The chairperson (or his or her designee from the Finance and Audit Committee) shall regularly provide reports to the Oversight Committee on the status of matters before the Finance and Audit Committee, and shall provide reports to the Governing Board regarding such matters on an as needed basis.
- G. **Responsibilities.** The Finance and Audit Committee shall carry out such responsibilities as are assigned to it by the Governing Board or by

the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Finance and Audit Committee shall:

1. **General.**

- a. Review the Authority's proposed annual budget as presented by the Authority's staff for the upcoming fiscal year.
- b. Recommend the annual budget to the Oversight Committee for approval after incorporating necessary amendments.
- c. Monitor and report to the Oversight Committee on the Authority's compliance with its adopted budget during the fiscal year (actual vs. estimated).
- d. If directed by the Governing Board, conduct investigations into any matters within the Finance and Audit Committee's scope of responsibilities. The Finance and Audit Committee shall have unrestricted access to members of the Authority's staff and relevant information. The Finance and Audit Committee may retain independent counsel, accountants or others to assist if in the conduct of any such investigation. Operating budget reserves may be used for investigative costs if necessary.

2. **Internal Controls and Risk Assessment.**

- a. Review and evaluate the effectiveness of the Authority's process for assessing significant risks or exposures and the steps the Authority's staff has taken to monitor and control such risks to the Authority. The Finance and Audit Committee shall review any significant findings and recommendations of the Authority's external auditors together with the Authority's staff's responses including the timetable for implementation of recommendations to correct any weakness in internal controls.
- b. Receive annual information from the Authority's external auditors regarding their independence, and if so determined by the Finance and Audit Committee, recommend that the Authority takes appropriate actions

to satisfy itself of the Authority's external auditor's independence.

3. **Internal Audit.**

- a. Confirm and assure the independence and adequacy of resources for internal audit services.
- b. Review the annual internal audit plan and the focus on risk.
- c. Consider and review with the Authority's staff:
 - (i) Significant findings and the Authority's staff's response including the timetable for implementation to correct weaknesses.
 - (ii) Any difficulties encountered in the course of an audit such as restrictions on the scope of work or access to information.

4. **Compliance with Laws, Regulations, and Code of Conduct.**

Determine and make recommendations to the Oversight Committee as to whether the Authority is in compliance with pertinent laws and regulations, is conducting its affairs in accordance with the Code of Ethics set forth in Administrative Rule 5, and is maintaining effective controls against conflicts of interest and fraud.

5. **Financial Reporting.** Review with the Authority's staff and the Authority's external auditors at the completion of the annual examination:

- a. Communications from the Authority's external auditors in the audit planning process that are required by Government Auditing Standards.
- b. The annual financial statements and related footnotes.
- c. The Authority's external auditors' audit of the financial statements and their report.
- d. Management's Certification of the financial statements.
- e. Any significant changes required in the audit plan.

- f. Any difficulties or disputes with the Authority's staff encountered during the audit.
- g. The organization's accounting principles.
- h. Other matters related to conduct that should be communicated to the Finance and Audit Committee in accordance with Government Auditing Standards #61.
- i. Review with the Authority's staff, the Authority's financial performance on a regular basis.

6. **External Auditor.**

- a. Recommend to the Oversight Committee the Authority's external auditors to be appointed and the related compensation.
- b. Review and approve the discharge of the Authority's external auditors.
- c. Review the scope and approach of the annual audit with the Authority's external auditors.
- d. Approval all non-audit services provided by the Authority's external auditors.

2.12.3 **Establishment of Risk Management Committee; Purpose.** A committee is hereby established to be known as the Risk Management Committee. The Risk Management Committee is responsible for reviewing and providing recommendations to the Authority with respect to the Authority's safety, insurance and risk management programs.

- A. **Composition.** The Risk Management Committee shall be comprised of five members (each a "**Risk Management Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Risk Management Committee Member from among the employees of the governmental entity that he or she represents. Each Risk Management Committee Member should have expertise in the particular matters that are to come before the Risk Management Committee. The Director of Risk Management of the Authority will not be a member of the Risk Management Committee but will support the committee.
- B. **Meeting Schedule and Notice.** The Risk Management Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting

or call a special meeting. The Risk Management Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Risk Management Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. As provided in Section 768.28(16), Florida Statutes, portions of meetings and proceeds conducted solely to the evaluation of claims or which relate solely to offers of compromise of claims are exempt from the public meeting requirements of Section 286.011, Florida Statutes, and Section 24(b), Article I of the State Constitution. It is initially contemplated, although not required, that the Risk Management Committee would meet on a triannual or quarter annual basis.

- C. **Quorum.** The presence in person of a majority of the Risk Management Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Risk Management Committee Members shall constitute an act of the Risk Management Committee.
- E. **Officers.** The Risk Management Committee shall annually elect from its members a chairperson and such other officers as determined by the Risk Management Committee. The chairperson shall preside over all meetings of the Risk Management Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Risk Management Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** At the next meeting of the Oversight Committee following each meeting of the Risk Management Committee, the chairperson (or his or her designee from the Risk Management Committee) shall provide a report to and solicit input from the Oversight Committee on the status of matters before the Risk Management Committee. The chairperson (or his or her designee from the Risk Management Committee) shall also provide reports to and solicit input from the Oversight Committee regarding such matters on an as needed basis.
- G. **Responsibilities.** The Risk Management Committee shall carry out such responsibilities as are assigned to it by the Governing Board or the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In

furtherance thereof the Risk Management Committee shall and is specifically authorized to:

1. Review pending legislation pertaining to liability and sovereign immunity matters and review LYNX's risk management programs and insurance coverages, and provide periodic status updates and recommendations to the Oversight Committee regarding such matters.
2. If requested by the Governing Board, Oversight Committee or Director of Risk Management, review tort and worker's compensation based demands, claims and lawsuits where the Authority is or would be a potential defendant, respondent or otherwise responsible party, and provide recommendations to the Governing Board, Oversight Committee or Director of Risk Management, as appropriate, regarding such demands, claims and lawsuits. Such recommendations may include whether or not to settle such demands, claims and lawsuits and, if the Risk Management Committee believes that settlement is appropriate, the recommended terms of such settlement.

The undersigned hereby certifies that the foregoing constitutes a true, correct and complete copy of Administrative Rule 2 incorporating all amendments approved to date.

Dated: _____, 2017.

Name:

Title:

ADMINISTRATIVE RULE 2 BOARD GOVERNANCE (BYLAWS)

DATE: ~~September 25, 2014~~¹ [December 7, 2017](#)¹

SCOPE:

This Administrative Rule sets forth the bylaws of the Authority pursuant to section 343.64(2)(h), Florida Statutes, to regulate the affairs and the conduct of the business of the Authority.

AUTHORITY:

Authority for the establishment of this Administrative Rule is as follows:

Part ~~III~~, Chapter 343, Florida Statutes

RULE 2: Bylaws

- 2.1 **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings provided for such terms as set forth in Administrative Rule 1.
- 2.2 **Adoption of Bylaws.** The rules set forth in this Rule 2 shall constitute the bylaws of the Authority for the purposes of the Act, and shall govern the affairs and the conduct of the business of the Authority with respect to the matters addressed herein.
- 2.3 **Governing Board.** The Governing Board shall be vested with all powers provided under the Act to carry out the purposes set forth in the Act. All powers of the Governing Board not expressly delegated to an official, employee or agent of the Authority pursuant to these Administrative Rules or other official action of the Governing Board are reserved to the Governing Board.
 - 2.3.1 **Composition.** The Act provides that the Governing Board shall be comprised of five voting members as follows:
 - A. The chairs of the county commissions of Seminole, Orange, and Osceola Counties, or another member of the commission designated by the county chair of that commission, shall each serve as a representative on the Board for the full extent of his or her term (as described below);

¹ This Administrative Rule was originally adopted in the amended and restated form by the Governing Board at its meeting held on July 28, 2010. Section 2.12 of this Administrative Rule was amended in its entirety by the Governing Board at its meeting held on September 25, 2014. [Sections 2.3.5, 2.6 and 2.9 were partially amended and Sections 2.4.8 and 2.4.9 were added by the Governing Board at its meeting held on December 7, 2017.](#)

- B. The mayor of the City of Orlando, or a member of the Orlando City Council designated by the mayor, shall serve on the Board for the full extent of his or her term (as described below);
- C. The Secretary of Transportation shall appoint the district secretary, or his or her designee, for the district within which the area serviced by the Authority is located and this member shall be a voting member.

Each Member shall serve on the Board for a term of one year, which term shall begin and end on the first and last day of each Fiscal Year. Each Member's term shall automatically renew for successive one year terms unless a new Member is designated in accordance with **Section 2.3.2.**

2.3.2 **Designation of Members.**

- A. The county chairs of Seminole, Orange, and Osceola Counties are permitted to designate persons other than themselves to serve as Members of the Governing Board, provided that each such person designated by a county chair is a member of the county commission.
- B. The mayor of the City of Orlando is permitted to designate a person other than himself or herself to serve as a Member of the Governing Board, provided that such person is a member of the Orlando City Counsel.
- C. The Secretary of Transportation is permitted to designate a person other than the district secretary for the district within which the area serviced by the Authority is located.

Except as otherwise permitted by the Chairman, any person so designated to be on the Governing Board for a particular Fiscal Year pursuant to this **Section 2.3.2** must be designated before the end of the previous Fiscal Year and such designation must be for an entire Fiscal Year term.

2.3.3 **Replacements.** During any particular Fiscal Year term, any vacancy on the Governing Board shall be filled by the person authorized to make a designation with regard to the empty seat pursuant to **Section 2.3.2** and only for the balance of the unexpired Fiscal Year term.

2.3.4 **Officers of the Governing Board.** The Governing Board shall annually elect from its Members a Chairman, Vice Chairman, and Secretary. The Governing Board may also elect from its Members a Treasurer. The officers of the Governing Board shall have the authorities and duties set forth in these Rules for such officers, or as otherwise may be assigned to them by the Governing Board. All officers shall be elected by the Governing Board at an organizational meeting held pursuant to **Section 2.4.** Officers shall be elected by the Members,

and shall hold their respective offices from the first day of each Fiscal Year for a term of one year, or until their respective successors are chosen, if later.

- A. **Removal of Officer from Governing Board; Vacancies.** An officer of the Governing Board may be removed from office at any time, with or without cause, by the affirmative vote of the Majority of the Members. Any vacancy occurring in an office on the Governing Board shall be filled by the Governing Board for the remainder of the term at a regular or special meeting of the Governing Board.
- B. **Office of Chairman.** The Chairman of the Governing Board shall preside at meetings of the Governing Board, call special meetings, sign and may execute deeds, mortgages, bonds, contracts and other documents and instruments on behalf of the Authority, and perform such other duties as may be required by law or directed by the Governing Board.
- C. **Office of Vice Chairman.** The Vice Chairman shall have the powers and perform such duties as may be delegated to that office by the Governing Board, and in the event of the death, absence or inability of the Chairman to act, perform the duties and exercise the powers of the Chairman.
- D. **Office of Secretary.** The Secretary shall keep the minutes of all meetings of the Governing Board and such other meetings of the Authority for which minutes are required to be kept or, if not required by law, that the Governing Board deems desirable to be kept. The Secretary shall attest to the signature of other officers of the Governing Board when required or necessary. The Secretary to the Governing Board shall maintain thorough and accurate records of the Administrative Rules, the agendas of meetings of the Governing Board, resolutions and other instruments approved by the Governing Board. The Secretary shall perform the duties customarily performed by the secretary to a governmental entity, as well as such other duties as may be prescribed by the Governing Board.
- E. **Office of Treasurer.** The Treasurer shall be responsible for the financial affairs and records of the Authority, and shall have the custody of all the funds and securities of the Authority, except as may be otherwise provided by the Governing Board, and shall disburse the funds and other assets of the Authority as may be ordered by the Governing Board. The Treasurer shall keep or cause to be kept a record of all money received and expended, and all other financial transactions of the Authority. The Treasurer shall perform such duties as are customarily performed by the treasurer of a governmental entity and as may be required by general law or as directed by the Governing Board.

2.3.5 **Clerk and Assistant Officers to the Governing Board.**

- A. **Clerk to the Governing Board.** The Governing Board shall have a Clerk to carry out the duties of a clerk pursuant to applicable law and these Administrative Rules, and such other duties as the Governing Board may assign to the Clerk from time-to-time. If the Governing Board shall fail to appoint a Clerk for any particular Fiscal Year, or if the person appointed to the office of Clerk by the Governing Board shall be unable to perform his or her duties due to death, absence or inability, the duties of the Clerk shall be performed by the Assistant Secretary, if one exists, or, if there is no Assistant Secretary, then by the Chief Executive Officer or such other Authority employee as designated by the Chief Executive Officer.
- B. **Assistant Officers.** The Governing Board may from time-to-time appoint one or more Assistant Secretaries, one or more Assistant Treasurers, and such other officers and agents as it shall deem necessary, and may define their powers and duties. Any number of offices may be held by the same person.
- C. **Not Required to be Members.** Officers appointed pursuant to this **Section 2.3.5** need not be Members.

2.3.6 **Authority of Members.** Any direction as to the day-to-day operations of the Authority shall be made by action of the Governing Board and implemented by the Chief Executive Officer or such other person designated by the Governing Board. No individual Member shall have authority to direct Officers or employees of the Authority with regard to any action or duty relating to the day-to-day operations of the Authority. Notwithstanding anything to the contrary set forth in this **Section 2.3.6**, the Chairman is authorized to exercise oversight functions over and make ~~inquires~~inquiries of the Officers and Authority employees.

2.4 **Meetings of the Governing Board.** The Governing Board shall annually establish a schedule for meetings of the Governing Board. The Governing Board shall meet at the offices of the Authority, or, if directed by the Chairman, at such other location within or without the jurisdiction serviced by the Authority. All meetings of the Governing Board except as may otherwise be provided herein and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.

2.4.1 **Procedures of the Governing Board.** Meetings of the Governing Board shall be administered in accordance with Robert's Rules of Order, provided that the Members may elect to deviate from said rules when it is in the best interest of the Authority.

- 2.4.2 **Actions, Voting Requirements.** If a quorum is present, the affirmative vote of a majority of the Members present at a meeting shall constitute an act of the Governing Board. Votes of the Members shall be cast by voice vote, unless the Chairman, Vice Chairman or a majority of the Members present shall request an alternative method that is permitted by law. Resolutions as adopted shall be memorialized in writing and included for adoption of the minutes at the subsequent meeting of the Governing Board.
- 2.4.3 **Quorum.** The presence in person of a majority of the Members of the Governing Board shall constitute a quorum for the transaction of business.
- 2.4.4 **Adjournment; Reconvening.** Any meeting of the Governing Board at which a quorum is present may be adjourned by the vote of a majority of the Members. In the event no quorum is present on the day fixed for any meeting of the Board, such meeting may be cancelled and rescheduled by the Chairman, Vice Chairman or Chief Executive Officer, to a time and date at which a quorum be obtained. At any reconvened meeting at which a quorum is present, the Governing Board may take any official action, which might have been taken at the original meeting.
- 2.4.5 **Meeting Agendas.** Under the authority and auspices of the Chairman, the Authority shall prepare an agenda prior to each meeting of the Governing Board and shall provide appropriate notice thereof prior to each meeting.² The agenda shall list the title of the items in the order they are intended to be brought before and considered by the Governing Board. With the consent of whomever is the Chairman presiding over any particular meeting, items may be brought before the Governing Board out of the order listed on the agenda for such meeting, and the Governing Board may act upon such items. With the consent of the Chairman or any two Members, items may also be brought before the Governing Board which are not listed on the agenda (i.e., “**blue sheet items**”), and the Governing Board may act upon such items.
- 2.4.6 **Organizational Meeting.** The Governing Board shall annually hold its organizational meeting during a regular business meeting prior to the end of the Fiscal Year for purposes of electing the officers of the Governing Board pursuant to these Administrative Rules, or, if the organizational meeting of the Governing Board cannot be held at such meeting, the election of the officers of the Governing Board shall be held at the next regularly scheduled meeting at which an election is practical.
- 2.4.7 **Emergency, Special and Closed Meetings.** Subject to and in accordance with the requirements of Florida law, the Governing Board may convene emergency

² The Authority is not subject to the Administrative Procedures Act, Chapter 120, Florida Statutes, because (i) it is a multi-county special district, with a majority of its governing board comprised of elected persons, and (ii) the rules governing the Authority were removed from the Florida Administrative Code pursuant to the Administrative Procedures Act, Chapter 96-159. However, the Authority is subject to Florida's Government in the Sunshine Law, Florida Statutes § 286.011.

meetings, special meetings and meetings closed to the general public when directed by the Chairman, Vice Chairman or a Majority of the Members.

A. **Executive Sessions to Discuss Pending Litigation.** The Authority's legal counsel ("**Legal Counsel**") may schedule a private consultation with the Governing Board to discuss pending litigation to which the Authority is presently a party before a court or administrative agency. This private session with the Governing Board is referred to herein as a "**Litigation Executive Session.**" The subject matter of the Litigation Executive Session shall be limited to settlement negotiations or strategy sessions relating to litigation expenditures in a case for which the Legal Counsel represents the Authority. A Litigation Executive Session must be called only when Legal Counsel has determined that such a session is absolutely necessary. The Authority must comply with Florida Statutes § 286.011(8) (as well as any amended or successor provisions of Florida law) in connection with the Litigation Executive Session.

1. **Notice of Executive Session.** A Litigation Executive Session shall be noticed in all of the following three ways:

- a. The first notification occurs when the request for a Litigation Executive Session is placed on the Governing Board's agenda as a discussion item.
- b. The second notification occurs when a public notice of the Litigation Executive Session is published or posted. Such a notice shall be published or posted no less than three (3) full working days prior to the date of the Litigation Executive Session. This notice must contain the names of all persons who will be attending the Litigation Executive Session. An attendee's title may not be substituted for an attendee's name.
- c. The third notification occurs during an open session of the Governing Board when Legal Counsel announces to the Governing Board that he or she would like to advise the Governing Board concerning pending litigation, limited to settlement negotiations or strategy sessions relating to litigation expenditures in a particular case. If the Governing Board approves this request, at an open session, the Member chairing the meeting (or his/her designee) shall announce the commencement, estimated length of the Litigation Executive Session, and names of all persons who will be attending the Litigation Executive Session.

2. **Transcript of Litigation Executive Session.** Legal Counsel shall be responsible for hiring a certified court reporter for the Litigation Executive Session. The Litigation Executive Session shall be recorded, transcribed, and the record and transcription delivered to Legal Counsel. No portion of the Litigation Executive Session shall be held off the record. Legal Counsel shall, within a reasonable time, file the transcript with the clerk of the Board (or in the event there is no clerk, then the Authority officer or employee the Governing Board designates to carrying out the duties of a clerk) in a sealed envelope, instructing the clerk (or such other appropriate officer or employee) that the transcript is not a public record and will not become so until the litigation concludes in the case. At such time as the litigation is concluded and all timeframes for appeals have elapsed, Legal Counsel shall inform the clerk of the Board (or such other appropriate officer or employee) that the transcript may be made part of the public record.
3. **Participation in Litigation Executive Session.** Only the following persons are allowed to participate in a Litigation Executive Session (in addition to the Governing Board): the Authority's Chief Executive Officer or Chief Administrative Officer, Legal Counsel (including specially appointed outside counsel for the Authority in the litigation), and a court reporter. No other staff members or consultants are permitted to attend.
4. **No Final Approvals or Determinations.** Final approval of any determination resulting from the discussions held during the Litigation Executive Session shall be made only at an open session of the Governing Board.
5. **Reopening of Public Meeting.** At the conclusion of the Litigation Executive Session, the public meeting shall be reopened, and the elected official chairing the meeting shall announce the termination of the Litigation Executive Session and shall then either continue with other matters before the Governing Board or adjourn the public meeting.

- B. **Executive Session to Discuss Actual or Impending Collective Bargaining Matters.** The Chief Executive Officer or his or her representative may schedule a private consultation with the Governing Board to discuss actual or impending collective bargaining matters. This private session with the Governing Board is referred to herein as a “**Collective Bargaining Executive Session.**” The subject matter of the Collective Bargaining Executive Session shall be limited to actual or impending collective bargaining. The Authority must comply with

Florida Statutes § 447.605 (as well as any amended or successor provisions of Florida law) in connection with the Collective Bargaining Executive Session.

1. **Notice of Executive Session.** A Collective Bargaining Executive Session shall be noticed in all of the following three ways:
 - a. The first notification occurs when the request for a Collective Bargaining Executive Session is placed on the Governing Board's agenda as a discussion item.
 - b. The second notification occurs when a public notice of the Collective Bargaining Executive Session is published or posted. Such a notice shall be published or posted no less than three (3) full working days prior to the date of the Collective Bargaining Executive Session. This notice must contain the names of all persons who will be attending the Collective Bargaining Executive Session. An attendee's title may not be substituted for an attendee's name.
 - c. The third notification occurs during an open session of the Governing Board when the Member chairing the meeting (or his/her designee) shall announce the commencement, estimated length of the Collective Bargaining Executive Session, and names of all persons who will be attending the Collective Bargaining Executive Session.
2. **Participation in Collective Bargaining Executive Session.** Only the following persons are allowed to participate in a Collective Bargaining Executive Session (in addition to the Governing Board): the Authority's Chief Executive Officer, one or more of the Senior Officers who have been authorized in behalf of the Authority to negotiate the collective bargaining matters, and Legal Counsel (including specifically appointed outside counsel for the Authority in the collective bargaining matters). No other staff members or consultants are permitted to attend.
3. **No Final Approvals or Determinations.** Final approval of any determination resulting from the discussions held during the Collective Bargaining Executive Session shall be made only at an open session of the Governing Board.

4. **Reopening of Public Meeting.** At the conclusion of the Collective Bargaining Executive Session, the public meeting shall be reopened, and the Member chairing the meeting shall announce the termination of the Collective Bargaining Executive Session, and shall then either continue with other matters before the Governing Board or adjourn the public meeting.

2.4.8 Posting of Meeting Notices.

- A. The bulletin board in the LYNX Central Station lobby, located at 455 N. Garland Ave., Orlando, FL 32801 is designated as the official location for the posting of meeting notices of the Governing Board and each other Sunshine Board (as defined below). The Authority may, but is not required to, post meeting notices in additional locations, including on the Authority's website.
- B. In addition to the posting requirements contained in Subsection A, the Authority will provide notice of meetings of the Governing Board in compliance with Section 189.015, Florida Statutes. Such notice shall include (i) filing quarterly, semiannually, or annually a schedule of the regular meetings of the Governing Board that includes the date, time, and location of such meetings with the local governing authorities that constitute the voting members of the Governing Board; (ii) publishing said schedule of regular meetings in the legal notices and classified advertisements section of a newspaper in accordance with the requirements of said statute; and (iii) advertising the date, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting, at least seven days before such meeting, in a newspaper of general paid circulation in accordance with the requirements of said statute, unless a bona fide emergency situation exists.

2.4.9 Public Participation. The following sets forth guidelines to be followed by the Authority at public meetings for public participation pursuant to Section 286.0114, Florida Statutes.

- A. At each meeting of the Governing Board and each meeting of any Authority advisory boards, commissions and committees subject to the requirements of Section 286.011, Florida Statutes (each, a "Sunshine Board"), the chair of such Sunshine Board shall designate on the agenda a time for public comment. The total time for public comment shall not exceed fifteen (15) minutes; **provided, however,** the chair, in his or her discretion, may reduce or extend that time.
- B. Each individual who wishes to address the Sunshine Board during public comment must limit his or her comments to three minutes.

subject to the provisions of **Subsection C** below and subject to the right of the chair, in her or her discretion, to further limit such time in order to prevent repetition, limit abuse or maintain decorum.

- C. In the event one or more persons or a group wishes to address the Sunshine Board through a particular individual, those persons may do so and, in such event, a person may allot up to one minute of his or her time to the designated speaker, **provided, however,** the designated speaker, in any event, shall be limited to a total of ten minutes in his or her presentation to the Board. The person will identify the designated speaker on the speaker's form referenced in **Subsection D** below. The chair reserves the right, in her or her discretion, to limit such time in order to prevent repetition, limit abuse or maintain decorum.
- D. Each person wishing to speak during public comment must complete, before the beginning of the meeting, and submit to the designated secretary of such Sunshine Board an approved speaker's form (in such form as approved by the Sunshine Board) indicating a desire to be heard, the topic on which he or she wishes to speak and whether that speech is in support, opposition, or neutrality on said proposition, and, if applicable, a designation of a representative to speak for him or her on said proposition. Failure to submit such a form or to complete it as appropriate shall enable the chair of such Sunshine Board not to recognize said person.
- E. If a non-agenda item is presented for consideration by the Sunshine Board, the chair shall, prior to the Sunshine Board taking action on said item, allow for public comment solely on said item in accordance with the above provisions.
- E. The chair will, if necessary, have the authority to maintain decorum in regard to public comments during the said period and discretion to direct said matters as necessary to maintain decorum.
- G. Pursuant to subsection 286.0114(3), Florida Statutes, the requirements of **Subsections A** through **E** above, do not apply to: (i) an official act that must be taken to deal with an emergency situation affecting the public health, welfare or safety, if compliance with the public comment requirement would cause an unreasonable delay in the ability of the Sunshine Board to act; (ii) an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations; (iii) a meeting that is exempt from Section 286.011, Florida Statutes; or (iv) a meeting during which the Sunshine Board is acting in a quasi-judicial capacity. This Subsection does not affect the right of a person to be heard as otherwise provided by law.

- 2.5 **Rulemaking.** The Governing Board may, from time to time, adopt additional rules, or supplement these Administrative Rules, to govern the operation of the Authority and to regulate the affairs and the conduct of its business. All rules, Administrative Rules, resolutions, procedures, or policies adopted by the Governing Board shall have precedence over, govern and control any ~~rules, policies,~~Policies and/or ~~procedures,~~Procedures established by the Chief Executive Officer and/or Authority staff.
- 2.6 **Policies and/or Procedures.** The Chief Executive Officer may establish ~~and/or approve “Policies” and/or “~~Procedures,” which shall be primarily administrative in nature, to carry out these Administrative Rules and other actions of the Governing Board and to regulate the internal operations of the Authority. The ability of the Chief Executive Officer to establish Procedures (but not Policies) may be sub-delegated to Senior Officers or department directors. Policies and/or Procedures may not change, or otherwise be in conflict with, these Administrative Rules or any actions of the Governing Board. All Policies and/or Procedures shall be made available for public inspection at the offices of the Authority. All Policies and/or Procedures shall be furnished to the Governing Board and the Governing Board may request revisions, modifications, or amendments to the Policies and/or Procedures at any time and from time to time. These Administrative Rules shall have precedence over, govern and control the Policies and/or Procedures.
- 2.7 **Contracts and Other Instruments.** The Governing Board may, from time to time, authorize and approve contracts, instruments, agreements and other obligations of the Authority as permitted and authorized under the Act and these Administrative Rules.
- 2.8 **Budget of the Authority.** The Treasurer (to the extent an individual is appointed to such office), Chief Executive Officer and Authority staff shall annually prepare a proposed budget of the Authority for the next Fiscal Year. Such budget shall set forth the anticipated service levels, expenses and revenues of the Authority, in accordance with Florida law and generally accepted governmental accounting principles. Such budget shall also reflect any preferences or policies of the Governing Board with respect to the information contained therein.
- 2.8.1 **Budget Presentation.** The Chief Executive Officer shall (i) present the proposed budget to the Governing Board for consideration at least forty-five (45) days in advance of the commencement of the next Fiscal Year, or on such other date as may be consented to by the Chairman, in sufficient detail to inform the Governing Board as to the fiscal and policy implications of such budget, and (ii) provide the Members of the Governing Board with additional information as they shall require to evaluate the budget.
- 2.8.2 **Approval of Budget.** The Chief Executive Officer and staff shall make any revisions, additions or deletions to the budget directed by the Governing Board subsequent to the budget presentation and submit the revised budget to the Governing Board in advance of the next Fiscal Year for the Governing Board's consideration and approval.

2.8.3 **Budget Status.** The Chief Executive Officer shall periodically update the Governing Board as to the status of and the Authority's compliance with the budget. Any change that (or series of changes that in the aggregate) constitutes a material deviation or variance from the approved budget shall be subject to the approval by the Governing Board in the form of a budget amendment. All budget amendments shall be submitted for approval by the Governing Board.

2.8.4 **Amendments to Budget.** From time to time, the Governing Board may during any fiscal year amend or modify the budget including, but not limited to, any budget amendments that may be brought about by virtue of any obligations incurred by LYNX as a result of any Emergency or any Financially Exigent Agreement or Situation.

2.9 **Officers of the Authority.** ~~The Governing Board from time to time may appoint one or more Senior Officers and such other officers and agents as it shall deem necessary, and may define their powers and duties. Any number of offices may be held by the same person. The hiring, compensation, and conditions of employment of all Senior Officers must be submitted to and approved by the Governing Board. All the Senior Officers (which would include the CEO) shall constitute the "Senior Staff" of the Authority.~~

2.9.1 **Chief Executive Officer.** Pursuant to the Act, the Governing Board hereby establishes the position of the Chief Executive Officer of the Authority as the highest administrative official and chief executive officer of the Authority.

A. **Powers of the Chief Executive Officer.** The Chief Executive Officer shall, subject to the actions, control, and directions of the Governing Board (including the Chairman in accordance with **Section 2.3.6** above and any limitations contained in these Administrative Rules, have general management and control over the affairs of the Authority. The Chief Executive Officer shall do and perform such duties as are assigned to him or her by the Governing Board, and shall have the authority contained in these Administrative Rules.

B. **Authorization to Carry out Reasonable Measures.** If the Governing Board has authorized the Authority to undertake a particular course of action (including the execution of any Contract by the Authority), the Chief Executive Officer is hereby authorized to take all reasonable actions necessary to carry out that particular course of action, including, but not limited to, the execution of the Contract and other documents, **provided, however,** if such actions either (i) materially deviate from what was authorized by the Governing Board, or (ii) said actions are materially adverse to the Authority (e.g., materially increase the financial obligation of the Authority), said actions may not be taken without the further approval of the Governing Board.

C. **Financially Exigent Situations.** Except as otherwise provided in these Administrative Rules to the contrary, the Chief Executive Officer is authorized to undertake any action on behalf of the Authority that Board authorization would otherwise be required for such action to be undertaken, if each of the following ~~three~~two requirements is satisfied:

1. The Chief Executive Officer concludes that a Financially Exigent Situation would be created by not waiting until the next regularly ~~scheduled~~scheduled meeting of the Governing Board to seek approval; and
2. The Chief Executive Officer obtains the approval of the Chairman of the Board prior to undertaking any action;~~and.~~

Notwithstanding anything to the contrary set forth in these Administrative Rules, the Chief Executive Officer may not delegate to any other officer or employee of the Authority the Chief Executive Officer's power to undertake any action pursuant to this **Section 2.9.1.C.**

In regard to any actions taken under this **Section 2.9.1.C.**, the Chief Executive Officer shall report the action taken to the Governing Board as soon as practicable thereafter (and in any event within ten (10) days after said action is taken). In addition, the CEO shall report said action at the next meeting of the Governing Board.

D. **Certifications.** The Chief Executive Officer is authorized to execute and deliver Certificates and Assurances on behalf of the Authority to FTA on an annual basis and all such similar certifications as are reasonable or necessary to apply for and receive FTA grant funds (whether or not the underlying applications for such grant funds have been approved by the Board prior to the submission date of such certifications).

E. ~~D.~~ **Delegation of Powers and Duties.** Except as otherwise provided in these Administrative Rules (including, for example, the limitation on the Chief Executive Officer's ability to delegate his or her authority to approve and execute Contracts as set forth in Administrative Rule 4), the Chief Executive Officer is authorized to delegate the powers and duties conferred on him or her under these Administrative Rules as necessary and practical to carry out the day-to-day management of the Authority. The foregoing notwithstanding, the Chief Executive Officer shall remain directly accountable to the Governing Board with respect to the exercise of all such powers and duties regardless of whether such powers have been delegated.

2.9.2 **Other Senior Officers.**

- A. The Chief Executive Officer may nominate one or more (i) Senior Officers or (ii) other officers that perform the functions of a C-suite officer or have a policy making function and report directly to the Chief Executive Officer as he or she shall deem necessary, and may define their powers and duties (subject to such limitations as are contained in these Administrative Rules or are otherwise imposed by the Governing Board). Any number of offices may be held by the same person. All such nominations, along with proposed compensation and other conditions of employment, shall be submitted to the Governing Board for consideration and approval, which approval may be granted or withheld in the sole discretion of the Governing Board.
- B. From time to time, there may be a vacancy in an office that requires the nomination of the Chief Executive Officer and the approval of the Governing Board to fill in accordance with Section 2.9.2.A. To avoid harm to the Authority while the Chief Executive Officer undertakes a search for a permanent replacement, the Chief Executive Officer may appoint an individual to fill such vacancy on a temporary basis (which shall not exceed one hundred and eighty days). The Chief Executive Officer shall notify the Governing Board of such appointment at the next regularly schedule meeting of the Governing Board.
- C. In the absence of the Chief Executive Officer, the Governing Board may designate one or more other Senior Officers to act as the Chief Executive Officer on the terms set forth by the Governing Board. In the event of Financially Exigent Situations, the Chairman may designate one or more Senior Officers to carry out the duties of the Chief Executive Officer on terms so directed by the Chairman, and until the Governing Board can meet to make a selection.

2.10 **Authority Offices.** The main office of the Authority shall be located at 445 North Garland Avenue, Orlando, Florida, or such other reasonably accessible location, within the boundaries of the Authority, as the Governing Board shall designate from time to time.

2.11 **Official Seal of Authority.** The seal on file with the clerk to the Governing Board is hereby adopted as the Authority's official seal pursuant to the Act. The Chairman, Vice Chairman, Chief Executive Officer, Secretary and Clerk to the Governing Board are hereby authorized to apply the official seal to resolutions, contracts and other instruments of legal import. Notwithstanding the foregoing, the application of the official seal shall not be a condition to the legal effectiveness of any resolution, contract or other instrument of legal import. The Chairman and other Members of the Governing Board and the Chief Executive Officer are each hereby authorized to use or display the official seal as a symbol of the Authority.

2.12 **Authorization to Establish Committees.** The Governing Board, by resolution adopted by a Majority of the Members, may create one or more committees which may exercise such powers as shall be conferred or authorized by the resolution creating said committee or committees. The composition of any committee, the removal of committee members, and the filling of vacancies shall be determined by the Governing Board. No committee may exercise any authority which is required by applicable law to be exercised solely by the Governing Board.

2.12.1 **Establishment of Oversight Committee; Purpose.** A committee is hereby established to be known as the Oversight Committee. The Oversight Committee's primary functions are (i) to serve as a workshop to review and discuss matters prior to the Governing Board taking official action on such matters and (ii) to oversee the Finance and Audit Committee and the Risk Management Committee. The Oversight Committee is provided specific authority to make recommendations to the Director of Finance/Chief Financial Officer, the Chief Executive Officer and the Governing Board with respect to matters that come before it.

- A. **Composition.** The Oversight Committee shall be comprised of five members (each an "**Oversight Committee Member**"). The Members of the Governing Board shall comprise the membership of the Oversight Committee; *provided, however*, that any Oversight Committee Member may designate an employee of the governmental entity that such member represents to attend any meeting of the Oversight Committee and exercise all of the powers of the Oversight Committee Member in such member's absence. The duration of any designation shall be for such period of time as is determined by the Oversight Committee member making the designation.
- B. **Meeting Schedule and Notice.** The Oversight Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Oversight Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Oversight Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law.
- C. **Quorum.** The presence in person of a majority of the Oversight Committee Members shall constitute a quorum for the transaction of business.

- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Oversight Committee Members shall constitute an act of the Oversight Committee.
- E. **Officers.** The Oversight Committee shall annually elect from its members a chairperson and vice chairperson and such other officers as determined by the Oversight Committee. The chairperson, and in his or her absence the vice chairperson, shall preside over all meetings of the Oversight Committee. In the absence of a chairperson or vice chairperson, the Oversight Committee members shall elect a replacement chairperson for such meeting.
- F. **Responsibilities.** The Oversight Committee shall carry out such responsibilities as are assigned to it by the Governing Board and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Oversight Committee shall:

- 1. **General.**

- a. Review and make recommendations to LYNX staff and the Governing Board as to the agenda for upcoming meetings of the Governing Board.
- b. Serve as a workshop to discuss and make recommendations to the Governing Board on matters being considered or to be considered by the Governing Board as the Oversight Committee may deem appropriate.
- c. Receive reports from the Finance and Audit Committee and Risk Management Committee and provide recommendations and guidance.
- d. Review the Chief Executive Officer's Report to the Governing Board and make recommendations to the Chief Executive Officer regarding the same.

2.12.2 **Establishment of Finance and Audit Committee; Purpose.** A committee is hereby established to be known as the Finance and Audit Committee. The Finance and Audit Committee is responsible for recommending to the Oversight Committee and Authority Staff financial policies, goals and budgets that support the mission, values and strategic goals of the Authority, and for overseeing the annual audit of the Authority's financial statements.

- A. **Composition.** The Finance and Audit Committee shall be comprised of five members (each an "**Finance and Audit Committee Member**").

Each Member of the Governing Board shall be entitled to designate one Finance and Audit Committee Member from among the employees of the governmental entity that he or she represents. Each Finance and Audit Committee Member should have expertise in financial matters. The Director of Finance/Chief Financial Officer of the Authority will not be a member of the Finance and Audit Committee but will support the committee.

- B. **Meeting Schedule and Notice.** The Finance and Audit Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting or call a special meeting. The Finance and Audit Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Finance and Audit Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. It is initially contemplated, although not required, that the Finance and Audit Committee would meet on at least a monthly basis.
- C. **Quorum.** The presence in person of a majority of the Finance and Audit Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Finance and Audit Committee Members shall constitute an act of the Finance and Audit Committee.
- E. **Officers.** The Finance and Audit Committee shall annually elect from its members a chairperson and such other officers as determined by the Finance and Audit Committee. The chairperson shall preside over all meetings of the Finance and Audit Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Finance and Audit Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** The chairperson (or his or her designee from the Finance and Audit Committee) shall regularly provide reports to the Oversight Committee on the status of matters before the Finance and Audit Committee, and shall provide reports to the Governing Board regarding such matters on an as needed basis.
- G. **Responsibilities.** The Finance and Audit Committee shall carry out such responsibilities as are assigned to it by the Governing Board or by

the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In furtherance thereof the Finance and Audit Committee shall:

1. **General.**

- a. Review the Authority's proposed annual budget as presented by the Authority's staff for the upcoming fiscal year.
- b. Recommend the annual budget to the Oversight Committee for approval after incorporating necessary amendments.
- c. Monitor and report to the Oversight Committee on the Authority's compliance with its adopted budget during the fiscal year (actual vs. estimated).
- d. If directed by the Governing Board, conduct investigations into any matters within the Finance and Audit Committee's scope of responsibilities. The Finance and Audit Committee shall have unrestricted access to members of the Authority's staff and relevant information. The Finance and Audit Committee may retain independent counsel, accountants or others to assist if in the conduct of any such investigation. Operating budget reserves may be used for investigative costs if necessary.

2. **Internal Controls and Risk Assessment.**

- a. Review and evaluate the effectiveness of the Authority's process for assessing significant risks or exposures and the steps the Authority's staff has taken to monitor and control such risks to the Authority. The Finance and Audit Committee shall review any significant findings and recommendations of the Authority's external auditors together with the Authority's staff's responses including the timetable for implementation of recommendations to correct any weakness in internal controls.
- b. Receive annual information from the Authority's external auditors regarding their independence, and if so determined by the Finance and Audit Committee, recommend that the Authority takes appropriate actions

to satisfy itself of the Authority's external auditor's independence.

3. **Internal Audit.**

- a. Confirm and assure the independence and adequacy of resources for internal audit services.
- b. Review the annual internal audit plan and the focus on risk.
- c. Consider and review with the Authority's staff:
 - (i) Significant findings and the Authority's staff's response including the timetable for implementation to correct weaknesses.
 - (ii) Any difficulties encountered in the course of an audit such as restrictions on the scope of work or access to information.

4. **Compliance with Laws, Regulations, and Code of Conduct.**

Determine and make recommendations to the Oversight Committee as to whether the Authority is in compliance with pertinent laws and regulations, is conducting its affairs in accordance with the Code of Ethics set forth in Administrative Rule 5, and is maintaining effective controls against conflicts of interest and fraud.

5. **Financial Reporting.** Review with the Authority's staff and the Authority's external auditors at the completion of the annual examination:

- a. Communications from the Authority's external auditors in the audit planning process that are required by Government Auditing Standards.
- b. The annual financial statements and related footnotes.
- c. The Authority's external auditors' audit of the financial statements and their report.
- d. Management's Certification of the financial statements.
- e. Any significant changes required in the audit plan.

- f. Any difficulties or disputes with the Authority's staff encountered during the audit.
- g. The organization's accounting principles.
- h. Other matters related to conduct that should be communicated to the Finance and Audit Committee in accordance with Government Auditing Standards #61.
- i. Review with the Authority's staff, the Authority's financial performance on a regular basis.

6. **External Auditor.**

- a. Recommend to the Oversight Committee the Authority's external auditors to be appointed and the related compensation.
- b. Review and approve the discharge of the Authority's external auditors.
- c. Review the scope and approach of the annual audit with the Authority's external auditors.
- d. Approval all non-audit services provided by the Authority's external auditors.

2.12.3 **Establishment of Risk Management Committee; Purpose.** A committee is hereby established to be known as the Risk Management Committee. The Risk Management Committee is responsible for reviewing and providing recommendations to the Authority with respect to the Authority's safety, insurance and risk management programs.

- A. **Composition.** The Risk Management Committee shall be comprised of five members (each a "**Risk Management Committee Member**"). Each Member of the Governing Board shall be entitled to designate one Risk Management Committee Member from among the employees of the governmental entity that he or she represents. Each Risk Management Committee Member should have expertise in the particular matters that are to come before the Risk Management Committee. The Director of Risk Management of the Authority will not be a member of the Risk Management Committee but will support the committee.
- B. **Meeting Schedule and Notice.** The Risk Management Committee shall annually establish a schedule for meetings; provided, that the chairperson may cancel or reschedule any previously scheduled meeting

or call a special meeting. The Risk Management Committee shall meet at the offices of the Authority, or at such other location within the jurisdiction serviced by the Authority. All meetings of the Risk Management Committee except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, Florida law. As provided in Section 768.28(16), Florida Statutes, portions of meetings and proceeds conducted solely to the evaluation of claims or which relate solely to offers of compromise of claims are exempt from the public meeting requirements of Section 286.011, Florida Statutes, and Section 24(b), Article I of the State Constitution. It is initially contemplated, although not required, that the Risk Management Committee would meet on a triannual or quarter annual basis.

- C. **Quorum.** The presence in person of a majority of the Risk Management Committee Members shall constitute a quorum for the transaction of business.
- D. **Committee Action.** If a quorum is present, the affirmative vote of a majority of the Risk Management Committee Members shall constitute an act of the Risk Management Committee.
- E. **Officers.** The Risk Management Committee shall annually elect from its members a chairperson and such other officers as determined by the Risk Management Committee. The chairperson shall preside over all meetings of the Risk Management Committee. In his or her absence at any particular meeting, the vice chairperson shall preside over the meeting (if one has been elected). In the absence of a chairperson or vice chairperson, the Risk Management Committee members shall elect a replacement chairperson for such meeting.
- F. **Reports.** At the next meeting of the Oversight Committee following each meeting of the Risk Management Committee, the chairperson (or his or her designee from the Risk Management Committee) shall provide a report to and solicit input from the Oversight Committee on the status of matters before the Risk Management Committee. The chairperson (or his or her designee from the Risk Management Committee) shall also provide reports to and solicit input from the Oversight Committee regarding such matters on an as needed basis.
- G. **Responsibilities.** The Risk Management Committee shall carry out such responsibilities as are assigned to it by the Governing Board or the Oversight Committee and take such actions as it deems appropriate within the scope of its responsibilities assigned hereunder. In

furtherance thereof the Risk Management Committee shall and is specifically authorized to:

1. Review pending legislation pertaining to liability and sovereign immunity matters and review LYNX's risk management programs and insurance coverages, and provide periodic status updates and recommendations to the Oversight Committee regarding such matters.
2. If requested by the Governing Board, Oversight Committee or Director of Risk Management, review tort and worker's compensation based demands, claims and lawsuits where the Authority is or would be a potential defendant, respondent or otherwise responsible party, and provide recommendations to the Governing Board, Oversight Committee or Director of Risk Management, as appropriate, regarding such demands, claims and lawsuits. Such recommendations may include whether or not to settle such demands, claims and lawsuits and, if the Risk Management Committee believes that settlement is appropriate, the recommended terms of such settlement.

IThe undersigned hereby ~~certify~~certifies that ~~Section 2.12 of~~ the foregoing constitutes a true, correct and complete copy of Administrative Rule 2 ~~was amended by the Governing Board of the Authority at its duly called meeting on September 25, 2014.~~incorporating all amendments approved to date.

Dated: , 2017.

~~Deborah Henderson, Assistant Secretary~~Name:
Title:

Document comparison by Workshare 9 on Thursday, November 30, 2017
1:59:17 PM

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Document 1 ID	interwovenSite://PDC-DMS/Active/41387186/1
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Document 2 ID	interwovenSite://PDC-DMS/Active/41387186/5
Description	#41387186v5<Active> - Amendment to Administrative Rule 2 (April 2017) - LYNX - Rules
Rendering set	Standard

Legend:	
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<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
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Deletions	31
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	91

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Approve Resolution 17-009 to appoint Brian Anderson to fill the vacancy in Administrative Committee and Board of Trustee appointments for the Retirement plans

Date: 12/7/2017

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution No. 17-009 authorizing the appointment of Brian Anderson Interim Director of Human Resources to the Administrative Committee and Trustee Board for the 457 Deferred Compensation Plan, Money Purchase Plan, and the Defined Contribution Plan for Bargaining Unit Employees and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan). Mr. Brian Anderson will replace Ms. Blanche Sherman on the Administrative Committee, Trustee Boards and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan) and will serve with Ms. Donna Tefertiller, Director of Training and Development and Mr. Albert Francis II, Chief Financial Officer.

BACKGROUND:

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

Administrator, and has the power to appoint, it may appoint any person(s) to perform its duties as the Administrator.

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

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

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

FISCAL IMPACT:

There is no fiscal impact to the agency for this appointment.

CERTA RESOLUTION NO. 17-009

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO FILL VACANCIES IN
ADMINISTRATIVE COMMITTEE AND BOARD OF TRUSTEE
APPOINTMENTS FOR RETIREMENT PLANS**

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

WHEREAS, there are vacancies in the positions previously filled by Blanche Sherman on the Administrative Committees and/or Boards of Trustees of the Plans; and

WHEREAS, LYNX has the right and/or obligation to fill those vacancies.

NOW, THEREFORE, BE IT RESOLVED THAT: Brian Anderson is hereby appointed, effective immediately, to the following positions:

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

APPROVED AND ADOPTED this ____ day of _____, 2017 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Rose Hernandez
(Technical Contact)
Tiffany Homler
(Technical Contact)
Thomas Stringer, Jr
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Miscellaneous
Authorization to Enter into the Transportation Partner Agreement with
Seminole State College to Provide Transit Services and to Amend the
FY2018 Amended Operating Budget

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board's authorization for the Chief Executive Officer (CEO) or designee to enter into the Transportation Partner Agreement with Seminole State College to provide student access to transit services in a not-to-exceed amount of \$24,473 annually, and to amend the FY2018 Amended Operating Budget accordingly. The term of the agreement is for a period of five years commencing on January 8, 2018 and ending January 7, 2023. The agreement is fully funded by Seminole State College.

BACKGROUND:

In an effort to broaden collaborative partnerships for transportation solutions with community partners, LYNX has been working with Seminole State College over the past several months to identify public transportation needs at each of its college campuses. Those conversations evolved into a discussion of how to get students to utilize LYNX services.

The Transportation Partner Agreement provides that all students, faculty, and staff can utilize LYNX regularly scheduled fixed-route and NeighborLink services for a flat annual service fee which equates to \$1.00 per student per year. Although the amount being paid is nominal, LYNX staff sees this as an opportunity to develop a ridership market for years to come as well as provide much needed transportation services to an underserved population.

LYNX Board Agenda

Seminole State College students, faculty and staff will show their valid Seminole State identification card to access the vehicle. LYNX intends to transition this to a mobile fare pass once the proposed mobile fare payment system has been implemented. All Seminole State riders will comply with the LYNX Rider Code of Conduct.

The initial term of the Transportation Partner Agreement is for five (5) years. However, there is a termination provision both for cause or convenience.

FISCAL IMPACT:

LYNX staff will amend upon approval, the FY2018 Operating Budget by \$24,473 to provide transit services to faculty, staff, and students of Seminole State College. The appropriate budget amount will be included in future years.

Addendum

The annual service fee for the Seminole State College and Lynx Transit Services agreement will be paid in one lump sum based on the following calculation:

- 1) **Fall:** (Unduplicated head count of Fall enrollment at end of add/drop + 3%)
 - a. Example with: $(19,000 + 570) \times \$1 = \$19,570$
- 2) **Spring:** (25% of Final unduplicated headcount for Fall Calculation which represents new student enrollment in the Spring) X (\$0.75)
 - a. Example $(19,750 \times 0.25) \times (\$0.75) = \$3,669$
- 3) **Summer:** (10 % of summation of total count from Fall + Spring which represents new student enrollment for Summer) X (\$0.50)
 - a. Example $(19750+4938) \times (.10) \times (\$0.50) = \$1,234$

Estimated Total: \$24,473

For purpose of the agreement effective January 1, 2018, Seminole State College will pay \$19,749 based on fall enrollment of 19,000 and the calculations described above.

$$((19,750+4,937) \times (0.75)) + ((24,687 \times 0.10) \times 0.50) = \$19,749$$

[Akerman Draft: 10/16/17]

Lloyd Draft: 11/27/17]

INTERLOCAL AGREEMENT
(Pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes)
By and between

Seminole State College of Florida

and

Central Florida Regional Transportation Authority (d/b/a LYNX)

Relating to Public Transit Services

INTERLOCAL AGREEMENT

RELATING TO PUBLIC TRANSIT SERVICES

THIS INTERLOCAL AGREEMENT (this “Agreement”), made in the County of Seminole, State of Florida, effective as of January 8, 2018, is entered into by and between SEMINOLE STATE COLLEGE OF FLORIDA, a [political subdivision], created by [Chapter 1000], Florida Statutes (“SSCF”), whose principal address is 100 Weldon Boulevard, Sanford, Florida 32773, and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes (“LYNX”), whose principal address is 455 North Garland Avenue, Orlando, Florida 32801.

WITNESSETH

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties;

WHEREAS, SSCF’s students and employees (located at SSCF’s Sanford/Lake Mary, Oviedo, Altamonte Springs and Heathrow campuses) desire and have a need for public transit service throughout the LYNX service area;

WHEREAS, it is anticipated that the additional ridership to LYNX resulting from the services contemplated herein may cause LYNX to be eligible for additional funds from the United States Department of Transportation, Federal Transit Administration (“FTA”), and, to the extent that such funds are provided, LYNX and SSCF desire to allocate such funds as more particularly set forth herein; and

WHEREAS, this Agreement is made and entered into by SSCF and LYNX pursuant to the Florida Interlocal Cooperation Act of 1969, Part I, Chapter 163, Florida Statutes, the purpose of which is “to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”.

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, SSCF and LYNX agree as follows:

Section 1. Public Transit Services. LYNX agrees to make available public transit services to SSCF students and employees during the Term in accordance with the following provisions:

(a) Unlimited transit services will be made available to all enrolled SSCF students and current SSCF employees showing valid student or employee identification.

(b) Transit services will be available on all LYNX fixed-route and NeighborLink routes during times in which LYNX makes such transit services available to the general public.

(c) Transit services will be made available regardless of whether classes are in session or suspended due to a holiday, vacation, weekend or other such circumstance.

(d) Neither SSCF nor SSCF students or employees will be provided with charter bus service or specialized service other than what is made available to the general public.

Section 2. [Student/Employee Identification; Eligibility. SSCF has provided LYNX with samples of the current identification cards used for SSCF students and employees and will provide LYNX with updated samples (or other information reasonably sufficient for LYNX to identify current student and employee identification cards) as the student and employee identification cards are revised or replaced from time to time. LYNX must be able to determine whether a student is currently enrolled in or an employee is currently employed by SSCF by reviewing the student or employee identification card. Once a student is no longer enrolled in or an employee is no longer employed by SSCF, whether due to, in the case of a student, graduation or suspension of his or her academic pursuits or, in the case of an employee, the termination of that employee's employment, that student or employee will no longer be entitled to public transit services under this Agreement. Provided that a student or employee presents a valid student or employee identification at the time he or she boards a vehicle, that student or employee will be permitted access to public transit services. If a student or employee does not so present a valid student or employee identification card at the time of boarding, he or she will be required to pay a full fare to access public transit services. LYNX reserves the right to deny public transit services to any SSCF student or employee who fails to comply with LYNX ridership policies (as having applicability to the general public), including the LYNX Rider Code of Conduct as the same may be revised, amended or amended and restated from time to time.]]¹

Section 3. Grant Funds. In accordance with FTA regulations, LYNX intends to report the ridership on the public transit services provided to SSCF students and employees to FTA as additional LYNX ridership. To the extent that such additional ridership permits LYNX to obtain additional FTA funding, LYNX will allocate such additional funding to SSCF transit, which may be applied by SSCF, in its discretion, to offset any amounts payable to LYNX hereunder or pursuant to that certain Interlocal Agreement Relating to Shuttle Services between the parties dated on or about the date hereof (although such funding may not be applied

¹ LYNX and SSCF to confirm the mechanics by which students and employees will provided access to public transit services.

retroactively). It is contemplated that LYNX will not receive any additional FTA funding as a result of the increased ridership until two years after such increased ridership is first reported.

Section 4. Annual Service Fee. In consideration of the transit services to be provided by LYNX under Section 1, SSCF will pay LYNX an annual service fee (the “Annual Service Fee”) for each service year (as defined below) for the fall, spring and summer terms per the attached addendum. The Annual Service Fee will be due and payable no later than January 15 for the 2017-2018 academic year and then payable no later than September 1 of each subsequent year. For the avoidance of doubt, the number of SSCF employees shall not factor into the calculation.

Section 5. Term. Subject to the termination rights under Section 6, the term of this Agreement (the “Term”) shall be for a period of 3 years commencing on September 1 of each year. The Term shall automatically renew for an additional period of 3 years unless either party delivers written notice to the other prior to ninety days of the expiration of the then current Term of its desire not to renew such Term.

Section 6. Termination of Agreement.

(a) For Cause. If either party (the “Breaching Party”) fails to fulfill any material covenant, term or condition under this Agreement, the other party (the “Non-Breaching Party”) shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which termination shall be effective upon the Breaching Party receiving a written notice from the Non-Breaching Party to that effect or upon such other date as specified in the notice.

(b) For Convenience. Either party may terminate this Agreement at any time upon giving notice to the other party to that effect with such termination being effective as of ninety (90) days following receipt of written notice of such termination or such later period as specified in the notice of termination.

Section 7. Independent Contractor. LYNX is acting as an independent contractor and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties. In addition, nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement.

Section 8. Amendments. This Agreement may be amended only through a written document executed by the parties hereto.

Section 9. Jurisdiction and Venue. In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, the exclusive jurisdiction and venue for such legal action shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida.

Section 10. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 11. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and shall remain in full force and effect.

Section 12. Waiver. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

Section 14. Construction. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 15. Signatory. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the terms and conditions of this Agreement as stated.

Section 16. Notices. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to SSCF: Seminole State College of Florida
100 Weldon Boulevard
Sanford, Florida 32773
Attn: Dr. Jan Lloyd, Associate Vice President

With copy to: Seminole State College of Florida
100 Weldon Boulevard
Sanford, Florida 32773
Attn: Paul Carland, General Counsel

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Chief Executive Officer

With a copy to: Akerman LLP
420 South Orange Avenue, Suite 1200 (32801)
Post Office Box 321
Orlando, Florida 32802-0321
Attn: Patrick T. Christiansen, Esq.

Section 17. Assignability. Neither party shall assign, convey, or transfer its interests in this Agreement without the prior written consent of the other party, which the other party may grant or withhold at its discretion. However, any merger by either party into a different governmental agency or any substitution of such party by a different governmental agency shall not require the other party's prior written consent.

Section 18. Binding Agreement. This Agreement is binding upon the parties and shall inure to their successors or assigns.

Section 19. Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

Section 20. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

Section 21. No Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant, promise, or obligation of any official, officer, director, agent, or employee, whether elected, appointed, or otherwise, of SSCF or LYNX in their respective individual or private capacity and neither shall any such persons or entities be subject to personal or private liability by reason of any covenant, promise, or obligation of SSCF or LYNX hereunder.

Section 22. Sovereign Immunity. Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles, and each party retains its rights under sovereign immunity.

Section 23. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede all previous discussions, understandings, and agreements.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first set forth above.

SEMINOLE STATE COLLEGE OF FLORIDA

By: _____
Name:
Title:

Attest:

By: _____
Name:
Title:

[Signatures continue on following page]

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Edward Johnson,
Chief Executive Officer

Attest:

By: _____
Name:
Title:

This Agreement is approved as to form
for reliance only by LYNX and for no
other person and for no other purpose.

Akerman LLP, Counsel for LYNX

By: _____
Name:
Title:

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
LEONARD ANTMANN
(Technical Contact)
Dyana Blickle
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Enter into the Transportation Partner Agreement with the University of Central Florida (UCF) to Provide Transit Services and to Amend the FY2018 Amended Operating Budget

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board's authorization for the Chief Executive Officer (CEO) or designee to enter into the Transportation Partner Agreement with the University of Central Florida ("UCF") to provide student access to transit services in an amount estimated to be \$66,000 annually, and to amend the FY2018 Amended Operating Budget accordingly. The term of the agreement is for an initial period of five (5) years with an automatic five (5) year renewal period beginning December 8, 2017. The agreement is fully funded by the University of Central Florida.

BACKGROUND:

In an effort to broaden collaborative partnerships for transportation solutions with community partners, LYNX has been working with the University of Central Florida over the past several months to identify public transportation needs at each of its college campuses. Those conversations evolved into a discussion of how to get students to utilize LYNX services.

The Transportation Partner Agreement provides that all students, faculty, and staff can utilize LYNX regularly scheduled fixed-route and NeighborLink services for a flat annual student enrollment service fee which equates to \$1.00 per student per year. Although the amount being paid is nominal, LYNX staff sees this as an opportunity to develop a ridership market for years to come as well as provide much needed transportation services to an underserved population.

For year 1, LYNX would receive \$44,000 which is consistent with the University semester system and equates to 2/3 of the school year.

University of Central Florida students, faculty and staff will show their valid UCF identification card to access the vehicle. LYNX intends to transition this to a mobile fare pass once the proposed mobile fare payment system has been implemented. All UCF riders will comply with the LYNX Rider Code of Conduct.

FISCAL IMPACT:

Upon approval, LYNX staff will amend the FY2018 Operating Budget by \$44,000 to provide transit services to faculty, staff, and students of the University of Central Florida for fiscal year 2018. The appropriate budgeted revenue amount will be included in future years.

TRANSPORTATION PARTNER AGREEMENT

THIS TRANSPORTATION PARTNER AGREEMENT (the “Agreement”), effective as of December 1, 2017, is made and entered into by and between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF CENTRAL FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (“UCF”), having an address of 4365 Andromeda Loop, Orlando, Florida 32816, and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes (“LYNX”), whose principal address is 455 North Garland Avenue, Orlando, Florida 32801.

WITNESSETH

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties;

WHEREAS, UCF’s students and employees desire and have a need for public transportation service in the LYNX service area; and

WHEREAS, UCF and LYNX desire to partner in order provide public transportation for UCF’s students and employees.

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, UCF and LYNX agree as follows:

Section 1. Transit Services. LYNX agrees to provide transit services to UCF students and employees during the Term (as defined below) in accordance with the following provisions:

(i) Unlimited transit services will be made available to all enrolled, UCF students showing valid student identification with official UCF transportation insignia (must have such identification and such insignia to be eligible), and to all UCF employees showing valid employee identification with official UCF transportation insignia (must have such identification with such insignia to be eligible).

(ii) Transit services will be available on all LYNX fixed-route and NeighborLink routes during times in which LYNX makes such transit services available to the public.

(iii) Transit services will be made available regardless of whether classes are in session or between sessions, or UCF is closed due to a holiday, vacation, weekend or other such circumstance.

(iv) Nothing in this Agreement shall be construed to provide UCF, UCF students, or UCF employees with charter bus service or specialized service other than what is made available to the public.

Section 2. Student Identification/Employee Credentials; Eligibility. UCF has provided LYNX with samples of the current student identification card and the current employee identification card, with the current transportation insignia (which indicates eligibility for up to a year, used respectively for UCF students and employees). UCF will provide LYNX with updated samples (or other information reasonable sufficient for LYNX to identify current student/employee identification cards and transportation insignias) as the student/employee identification cards/insignias are revised or replaced from time to time. LYNX must be able to determine whether a student or employee is eligible by reviewing the student/employee identification card; provided, that if a student or employee presents such valid identification with the transportation insignia at the time he or she boards a vehicle, that student or employee will be permitted access to transit services in accordance with Section 1. If a student or employee does not so present such valid credentials at the time of boarding, he or she will be required to pay a full fare to access the transit services. LYNX reserves the right to deny transit services to any UCF student or employee who fails to comply with LYNX ridership policies (as having applicability to the general public), including the LYNX Rider Code of Conduct as the same may be revised, amended or amended and restated from time to time. As mutually agreed upon by the parties, this card-based method of verification of eligibility may be replaced by or supplemented with a mobile application or other alternative means of verification.

Section 3. Marketing. The parties will cooperate to regularly develop and implement seamless advertising and promotional efforts to increase the visibility and image of the LYNX-UCF transit program. The parties will reasonably cooperate in promoting the program to attract more riders to more fully utilize the LYNX's services hereunder. The parties will mutually agree upon respective responsibility for the costs associated with advertising and promotional efforts through printed or other media vehicles, social media, bus wraps, bus stop advertising, UCF communications to students and employees, and special events. All advertising and promotional efforts will be coordinated through, and reviewed and approved by the parties in a manner to be mutually agreed upon, prior to publication, distribution, or other implementation. In connection with such advertising and promotional efforts, such coordination, review and approval of the parties shall also include the use by a party of the other party's name or registered mark(s) in connection with any advertising or promotional campaign in furtherance of this Agreement.

Section 4. Other Collaborative Efforts.

(a) The parties agree to cooperate in the planning and implementation of an internship program for UCF students in the business and marketing areas of LYNX's administrative offices.

(b) The parties agree to cooperate in the creation and implementation of a planning and data sharing partnership in which UCF will provide extensive data for LYNX planners and LYNX would provide ridership data on UCF students, to the extent available.

(c) The parties agree to cooperate in the other areas, which may include joint efforts with respect to matters such as student research opportunities, cyber security projects, training for LYNX employees, sustainability projects, and the contemplation of comprehensive transportation solutions for UCF students, beyond bus services.

Section 5. Payment. In consideration of the transit services to be provided by LYNX hereunder, UCF will pay LYNX an annual service fee (the “Annual Service Fee”) for each service year (as defined below) equal to \$1.00 per enrolled UCF student as of the first day of the fall semester of such service year. For example, if the UCF student enrollment for fall 2017 is 66,000 students, then UCF would pay LYNX \$66,000 for the 2017-2018 service year; provided, however, that since the initial service year is for an eight month period (2/3 of a year), the total amount due for the initial service year shall be the pro-rated amount of \$44,000. The final service year shall be similarly pro-rated. The Annual Service Fee will be due and payable no later than November 1 of each service year; provided, however, that the service fee for the initial service year shall be due and payable no later than March 1, 2018.

Section 6. Term. Subject to the termination rights under Section 7, the term of this Agreement (the “Term”) shall be for a period of five years commencing on the date hereof. The Term shall automatically renew for an additional period of five (5) years unless either party delivers written notice to the other prior to August 1, 2022 of its desire not to renew such Term. Each year of the Term beginning on August 1 and ending on July 31 is referred to herein as a “service year”. The initial service year will commence on the date hereof and end on July 31, 2018. The final service year of the initial Term will commence on August 1, 2022 and end on November 30, 2022.

Section 7. Termination of Agreement.

(a) For Cause. If either party (the “Breaching Party”) fails to fulfill any material covenant, term or condition under this Agreement, the other party (the “Non-Breaching Party”) shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may (i) cease making payment to LYNX pursuant to Section 5, if the Non-Breaching Party is UCF, or (ii) cease providing transit services pursuant to Section 1, if the Non-Breaching Party is LYNX, and/or terminate this Agreement, which termination shall be effective upon the Breaching Party receiving a written notice from the Non-Breaching Party to that effect or upon such other date as specified in the notice. To the extent that this Agreement is terminated pursuant to this Section 7(a) prior to the end of a particular service year, when Lynx is the non-breaching party, LYNX shall be entitled to receive or retain that portion of the Annual Service Fee applicable to the period of time during which transit services were provided for such service year.

(b) For Convenience. Either party may terminate this Agreement at any time upon giving at least one hundred eighty (180) days' notice to the other party to that effect; provided that such termination shall be effective as of the end of the then current service year.

Section 8. Independent Contractor. LYNX is acting as an independent contractor and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties. In addition, nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement.

Section 9. Amendments. This Agreement may be amended only through a written document executed by the parties hereto.

Section 10. Jurisdiction and Venue. In the event either party deems it necessary to take legal action to enforce any provision of this Agreement, the exclusive jurisdiction and venue for such legal action shall be in courts of competent jurisdiction located in Orange County, Florida.

Section 11. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 12. Severability. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and shall remain in full force and effect.

Section 13. Waiver. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining to the parties and the actions contemplated by this Agreement.

Section 15. Construction. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 16. Signatory. Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the

above conditions and intends to fully abide by the terms and conditions of this Agreement as stated.

Section 17. Notices. All legal notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to UCF:	Curt Sawyer Associate Vice President Administrative Affairs University of Central Florida 4365 Andromeda Loop Orlando, Florida 32816
With copy to:	Jordan Clark Associate General Counsel University of Central Florida 4365 Andromeda Loop Orlando, Florida 32816
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Chief Executive Officer
With a copy to:	Akerman LLP 420 South Orange Avenue, Suite 1200 (32801) Post Office Box 321 Orlando, Florida 32802-0321 Attn: Patrick T. Christiansen, Esq.

For Program and Operational Purposes:

As to UCF:	(*) (*) (*)
As to LYNX:	Tiffany Homler Hawkins, Chief Administrative Officer Tomika Monterville, Director of Planning

Section 18. Assignability. Neither party shall assign, convey, or transfer its interests in this Agreement without the prior written consent of the other party, which the other party may grant or withhold at its discretion. However, any merger by either party into a different

governmental agency or any substitution of such party by a different governmental agency shall not require the other party's prior written consent.

Section 19. Binding Agreement. This Agreement is binding upon the parties and shall inure to their successors or assigns.

Section 20. Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

Section 21. No Third-Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

Section 22. Sovereign Immunity. Each party hereto is a governmental agency or unit entitled to the benefit of the principles of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall constitute a waiver by either party of such principles, and each party retains its rights under sovereign immunity.

Section 23. Complete Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede all previous discussions, understandings, and agreements.

Section 24. Insurance. LYNX is self-insured for liability for injury or death of any person or damage or loss of property.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first set forth above.

UNIVERSITY OF CENTRAL FLORIDA

By: _____
Dr. John C. Hitt,
President

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Edward Johnson,
Chief Executive Officer

This Agreement is approved as to form
for reliance only by LYNX and for no
other person and for no other purpose.

Akerman LLP, Counsel for LYNX

By: _____
Name:
Title:

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

From: Thomas Stringer, Jr
CHIEF OPERATIONS OFFICER
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Miscellaneous
Authorization to execute a Purchased Transportation Service Agreement
with the City of Winter Springs for paratransit services.

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to execute a Purchased Transportation Service Agreement with the City of Winter Springs for paratransit services, effective January 1, 2018.

BACKGROUND:

The City of Winter Springs provides recreational and meal programs to seniors within their jurisdiction. To provide additional outreach, the City desires to provide transportation services for approximately eleven (11) residents to their facility on Wednesdays, Fridays, and the last Sunday of each month.

The City of Winter Springs is paying 100% for these services. LYNX will provide these trips within the ACCESS LYNX program and charge the City of Winter Springs \$9.83 for each one-way passenger trip provided, less any fare collected. This rate was determined based on a productivity of three passenger trips per revenue hour.

FISCAL IMPACT:

LYNX staff included in the FY2018 Operating Budget revenue of \$25,086 for designated paratransit trips within the City of Winter Springs. The appropriate operating budget amounts will be included in future years.

Consent Agenda Item #7.D. vi

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Belinda Balleras
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Miscellaneous**
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, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution #17-008 attached hereto. This action also includes authorization for the Chief Executive Officer (CEO) or designee to execute Joint Participation Agreements (JPA) and Notices of Grant Award for multi-year awards from FDOT originating from these programs, as well as any future amendments to the JPAs or Notices of Grant Awards.

LYNX intends to submit grant applications for Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities Program) funding to FDOT for approximately \$700,000 in capital and \$800,000 in rural operating funds, for Section 5311 (Formula Grants for Rural Areas) approximately \$500,000 in operating funds, and for Section 5339 (Bus and Bus Facilities Capital Program) for approximately \$2,500,000 in the FY2018/2019 FDOT funding cycle.

BACKGROUND:

On October 17, 2017, the Florida Department of Transportation conducted workshops to announce its funding solicitation and guidance for FTA's Section 5310-Enhanced Mobility of Seniors and Individuals with Disabilities Program, Section 5311-Formula Grants for Rural Areas Program, and Section 5339-Bus and Bus Facilities Program under MAP-21. These solicitations are due for submission December 22, 2017.

The funding programs are described as follows:

- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310)***: Provides formula funding to improve mobility for seniors and individuals with disabilities.

MAP-21 expanded the eligibility of the 49 U.S.C. 5310 program funds to be used for operating expenses, in addition to capital expenses, for transportation services addressing the needs of seniors and individuals with disabilities. Not less than 55 percent of the funds available for this program must be used for capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable. Remaining funds may be used for operations, such as: public transportation projects that exceed the requirements of the ADA; public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit services; or develop alternatives to public transportation that assist seniors and individuals with disabilities.

The matching requirements for this program remain the same: capital assistance is provided on an 80% Federal share, 10% FDOT share and 10% local share, with operating assistance requiring a 50% match.

LYNX intends to apply for both capital and operating projects; approximately \$700,000 for vehicles and approximately \$800,000 for rural NeighborLink and other on-demand services. These operating projects are part of our continuing initiatives to address paratransit cost reductions with NeighborLink routes, travel training and customer outreach. Rural 49 U.S.C. 5310 funding is available for capital and operating, with replacement of vehicles being FDOT's priority. Eligible expenses for operating includes funds for projects that provide transportation to the elderly and disabled above and beyond the ADA services.

- ***Formula Grants for Rural Areas Program (49 U.S.C. 5311)***. The Rural Areas program provides formula funding for the purpose of supporting public transportation in areas with a population of less than 50,000. Funding may be used for capital, operating, planning, job access and reverse commute projects, and administration expenses.

LYNX intends to apply for operating projects, approximately \$500,000 of 49 U.S.C. 5311 to maintain provision of services in the rural areas. 49 U.S.C. Section 5311 operating funds are 50% federal and 50% non-Department of Transportation match. 49 U.S.C.

- ***Bus and Bus Facilities (49 U.S.C. 5339)***. The Bus and Bus Facilities Program provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities for services in the rural areas.

LYNX intends to apply for capital projects, approximately \$2,500,000 under the 49 U.S.C. 5339 for 4 Compressed Natural Gas buses and 8 paratransit vehicles with the necessary technologies and equipment. These capital purchases will support the provision of either fixed-route and

LYNX Board Agenda

paratransit services that operate either entirely or predominately in rural areas. 49 U.S.C. Section 5339 capital funds are 80% federal and 20% non-federal share (FDOT will provide the required 20% match).

FISCAL IMPACT:

LYNX staff will include the Section 5310, 5311, and 5339 project awards in future operating and capital budgets as appropriate.

AUTHORIZING RESOLUTION
CFRTA RESOLUTION No. 17-008

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY; AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR FY18/19 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAM, FY18/19 SECTION 5339 FEDERAL TRANSIT ADMINISTRATION FUNDS FOR RURAL AREA BUS AND BUS FACILITIES PROGRAM, AND FY18/19 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION FUNDS FOR RURAL AREA ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY 2018-27 which has been submitted to FDOT in November 2017 and the TDP is consistent with the ten-year Transportation Improvement Program (TIP) and FDOT's State Work Program, and the projects identified in the TDP are consistent with METROPlan Orlando's year 2040 Long Range Plan and Five Year Transportation Improvement Program (TIP).

WHEREAS, this is a resolution of the GOVERNING BOARD of the Central Florida Regional Transportation Authority (hereinafter BOARD), which hereby authorizes the signing and submission of the LYNX grant applications and supporting documents and assurances to the Florida Department of Transportation.

WHEREAS, this BOARD has the authority to authorize the execution of the Joint Participation Agreement and any supplements thereof, pursuant to grant awards made by the Florida Department of Transportation as authorized by chapter 341, Florida Statutes and/or by the Federal Transit Administration Act, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD has the authority to authorize the execution of Joint Participation Agreements to be issued by FDOT in FY18/19.
3. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to file and execute the applications on behalf of the Central Florida Regional Transportation Authority, d/b/a LYNX with the Florida Department of Transportation.

4. The BOARD authorizes Edward L. Johnson, 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 rural transportation services (5311), capital assistance for rural bus and bus facilities (5339), and rural transportation services for elderly persons with disabilities program funds (5310 operating and capital).
5. The BOARD authorizes Edward L. Johnson, Chief Executive Officer, or designee, to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements and supplements.
6. That the above authorizations shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION 17-008 APPROVING THE SUBMITTAL OF GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FY18/19 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAMS, FY18/19 SECTION 5339 FEDERAL TRANSIT ADMINISTRATION FUNDS FOR RURAL AREA BUS AND BUS FACILITIES PROGRAM, AND FY18/19 SECTION 5310 FEDERAL TRANSIT ADMINISTRATION FUNDS FOR RURAL ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM.

APPROVED AND ADOPTED this 7th day of December, 2017, by the Governing Board of Directors of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Tiffany Homler
CHIEF ADMINISTRATIVE OFFICER
Rose Hernandez
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Approval of the 2018 Board of Directors' Meeting Dates and LYNX Administrative Staff Holidays

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval for the LYNX Board of Directors meeting dates for 2018 and LYNX Administrative Staff holidays.

BACKGROUND:

The LYNX Board of Directors typically holds its meetings on the fourth Thursday of the month. Meetings can be cancelled if there are no urgent or time-sensitive issues. The proposed dates for 2018 are as follows:

- January 25, 2018
- February 22, 2018
- March 22, 2018
- April 26, 2018
- May 24, 2018
- June 28, 2018
- July 26, 2018
- August 23, 2018
- September 27, 2018
- October 25, 2018
- December 6, 2018

LYNX historically has provided ten paid holidays for its administrative staff in which the offices are closed. One of those holidays has been the "Easter Holiday" or Good Friday. This has created a conflict with our partner agencies as LYNX is one of the few that still offers this holiday. On November 12-13, LYNX Administrative staff were polled on their preference for holidays. An overwhelming number preferred switching the Easter Holiday for the "Day after

LYNX Board Agenda

Thanksgiving” which had not previously been a LYNX paid holiday. The proposed administrative staff paid holidays for 2018 are as follows:

- | | |
|-------------------------------------|--------------------------------|
| • New Year’s Day | January 1st |
| • Martin Luther King Jr.’s Birthday | Third Monday in January |
| • Memorial Day | Last Monday in May |
| • Independence Day | July 4th |
| • Labor Day | First Monday in September |
| • Thanksgiving Day | Fourth Thursday in November |
| • Day after Thanksgiving | The Day Following Thanksgiving |
| • Christmas Day | December 25th |
| • Birthday | Floating (Supervisor Approval) |
| • Seniority (Anniversary) | Floating (Supervisor Approval) |

Once approved, the revised holidays will be changed in the policy and signed by the Chief Executive Officer. A draft is attached for information. These holidays are not reflective of the holidays that LYNX runs reduced service, or Sunday schedule. The reduced service holidays are:

- New Year’s Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

HUMAN RESOURCES POLICY/PROCEDURE	Policy Number: HR-021
SUBJECT: Holidays	EFFECTIVE DATE:
SIGNATURE OF APPROVAL: Edward L. Johnson Chief Executive Officer, LYNX	REVISION NUMBER: 1 REPLACES: N/A APPROVED DATE:

OBJECTIVE:

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

SCOPE:

This policy applies to Administrative employees.

AUTHORITY:

Authority for this policy and procedure are as follows:

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

POLICY:

The Authority designates and observes certain days each year as holidays. Eligible employees on the active payroll are entitled to the following paid holidays:

New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	The Day Following Thanksgiving
Christmas Day	December 25th
Your Birthday	

This is a paid day off each year. If you don't use it before your next birthday, this day will be forfeited.

Your Anniversary Day

A paid day off each year, earned on the anniversary of your hire date. If you don't use it before your next anniversary, this day will be forfeited.

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

ELIGIBILITY FOR HOLIDAY PAY:

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

Non-Exempt employees

If you're not required to work on the holiday, you'll be paid holiday pay at your regular pay rate for the number of hours normally scheduled to work on the workday. If you are required to work on the holiday, you'll be paid your regular wages for hours worked, plus additional holiday pay at your regular pay rate for the number of hours normally scheduled to work on the workday; or choose another day off (for the number of hours normally scheduled to work on the holiday) within the same workweek as a substitute holiday, at management's discretion. This same pay policy applies if you work during a holiday that falls on your regularly scheduled day off.

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

Exempt employees

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

Holiday on Leave Day

Holidays which occur during scheduled annual leave, shall be charged to holiday leave and not to annual leave.

When a holiday falls within a period of leave of absence without pay, the employee will not be paid for the holiday.

An employee who is scheduled to work on the day observed as a holiday and who calls in sick will be charged with holiday time for that day and not sick leave.

In order to receive holiday pay, an employee who is eligible for holiday pay must declare the holiday on the timesheet that he/she turns in at the end of the pay period in which the holiday occurred.

EXCEPTIONS TO THIS POLICY:

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

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
BRUCE DETWEILER
(Technical Contact)
Antonio Pimpinella
(Technical Contact)
Walter Gant
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Approve Proposed Service Changes Effective January 7, 2018

Date: 12/7/2017

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 January 7, 2018.

BACKGROUND:

On December 7, 2017, 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 January 7, 2018. A total of three (3) public workshops/public hearings were held between October 17, 2017 and October 19, 2017. LYNX customers and the public were able to provide input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, October 17, 2017, 5-7 PM
Location: Kissimmee City Hall, Kissimmee, FL
Public Participation: Four (4) attendees, two (2) comments

Date/Time: Wednesday, October 18, 2017, 4-6 PM
Location: LYNX Central Station, Orlando, FL
Public Participation: One (1) attendee, three (3) comments

Date/Time: Thursday, October 19, 2017, 5-7 PM
Location: Altamonte Springs City Hall, Altamonte Springs, FL
Public Participation: Six (6) attendees, five (5) comments

LYNX Board Agenda

The public comment period for the proposed service changes ran from October 12, 2017 to November 11, 2017. Generally, citizen comments were favorable or neutral with respect to proposed changes, except at the Altamonte Springs hearing, where citizens expressed their concern with the elimination of the NeighborLink Route 652. 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 area, on www.golynx.com, and on LYNX's social media sites including Facebook and Twitter.

PROPOSED SERVICE CHANGES:

Significant route changes included modifying Link 405 to serve the new Florida Hospital Apopka campus.

Schedule adjustments would include time changes on Links 8, 21, 26, 28, 29, 34, 36, 44, 50, 57, 63, 111, and FastLink 441.

Increased service is proposed for Link 37.

Maps and schedules are being finalized and upon completion will be posted on www.golynx.com. The next service change is scheduled for April 22, 2018.

JANUARY 7, 2018 SERVICE PROPOSAL

ROUTE ADJUSTMENTS

- **Link 405** – Apopka Circulator (Orange County) – From Apopka Superstop, route will extend to the new Florida Hospital Apopka via Central Avenue, 13th Street, Park Avenue, Cleveland Street, Central Avenue, 13th Street, Ocoee Apopka Road, Hawthorne Avenue, 10th Street, and Central Avenue. Minor schedule changes. (Note: This change took effect on December 3, 2017)

SCHEDULE ADJUSTMENTS

- **Link 8** – West Oak Ridge Rd./International Drive (Orange County) – Minor schedule adjustments.
- **Link 21** – Universal Studios (Orange County) – Weekday 4:55 a.m. trip from Sand Lake Commons to begin at Universal Orlando. Northbound route will no longer operate through Universal Orlando Employment Center.
- **Link 26** – Pleasant Hill Road/Poinciana (Osceola County) – Minor schedule adjustments.

- **Link 28** – E. Colonial Drive/Azalea Park (Orange County) – Minor schedule adjustments.
- **Link 29** – E. Colonial Drive/Goldenrod (Orange County) – Minor schedule adjustments.
- **Link 50** – Downtown Orlando/Magic Kingdom (Orange County) – Daily 5:30 a.m. and weekday 6:05 am. trips from the Transportation and Ticketing Center will begin at Disney Springs Transfer Center. Minor schedule adjustments.
- **Link 57** – John Young Parkway (Orange County/Osceola County) – Minor schedule adjustments.
- **Link 63** – LYMMO Orange/North Quarter (Orange County) – Route will run every 20 minutes instead of every 15 minutes.
- **Link 111** – SeaWorld/Orlando International Airport (Orange County) – Minor schedule adjustments.
- **FastLink 441** – Kissimmee/Downtown Orlando (Orange County/Osceola County) – Minor schedule adjustments.

ADDED SERVICE

- **Link 37** – Pine Hills/Florida Mall (Orange County) – Add 10 p.m. trip from Florida Mall on Saturdays

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2018 Adopted Operating Budget or additional funding, if necessary, from FDOT and/or LYNX Local Funding Partners upon their approval of the proposed service changes.

Action Agenda Item #8.C

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
BRUCE DETWEILER
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization for Use of Reserve Funds to Fund FastLink 406 through April 21, 2018

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to use LYNX reserves to fund the continuation of the FastLink 406 route.

BACKGROUND:

FastLink 406 is a limited stop route from LYNX Central Station to Medical City via SR 417 and Narcoossee Road. The route serves Valencia College Lake Nona Campus and the Orlando VA Medical Center.

The route was initially introduced in 2015 as a Florida Department of Transportation (FDOT) Service Development Grant (SDG). The SDG provides 50% of the route funding for two years. The City of Orlando provided the other 50% match. The SDG funding expired in August of 2017. The City of Orlando agreed to continue funding the route until January 7, 2018.

While the ridership is not optimal, the route provides an option for quicker access to the Lake Nona area including the Orlando VA Medical Center. In August 2017, LYNX entered into a partnership agreement with Valencia College that provides Valencia students, faculty and staff access to the LYNX system. Elimination of this route would leave the Lake Nona campus without transit service.

LYNX staff continues to research options to provide service for this area. Options include replacing with NeighborLink vehicle, extension of other routes to serve area and reduction in service levels. LYNX staff has reached out to Orange and Osceola Counties for funding participation.

FISCAL IMPACT:

LYNX staff included budget for the FastLink 406 route through January 17, 2018. Upon Board approval, continuation funding will be provided from savings and reserves until the April 21, 2018 bid change.

Action Agenda Item #8.D

To: LYNX Board of Directors

From: Brian Anderson
DIRECTOR OF HUMAN RESOURCES
Sylvia Pinzon
(Technical Contact)

Phone: 407.841.2279 ext: 6219

Item Name: Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596, from October 1, 2017 through September 30, 2020

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Collective Bargaining Agreement with the Amalgamated Transit Union (ATU) Local 1596 for the period of October 1, 2017 – September 30, 2020.

BACKGROUND:

On September 30, 2015 the Labor Agreement between Central Florida Regional Transportation Authority and the Amalgamated Transit Union AFL-CIO Local 1596 expired. For the next two (2) years management and Union representatives attempted to come to an agreement on issues of pension and wages. As recent as October 30, 2017 negotiations stalled and an impasse hearing was scheduled. Chief Executive Officer Mr. Edward L. Johnson asked the leadership of the ATU to return to the table and to include him in the hopes of bringing closure to the matter. On November 2, 2017 negotiations were held, and on November 13, 2017 a tentative agreement was reached by both parties in regards to wages. This vote now cleared the way for the Pension Plan Trustees to modify the pension plan document in accordance with the collective bargaining agreement. This was done at the last quarterly pension board meeting in November 2017.

On November 13, 2017 a tentative agreement was reached by both parties in regards to wages.

Wages: wages to be paid according to the following schedule:

- 1) Year One: (10/1/17 – 9/30/18): A one-time lump sum payment of 6% the first full pay period after execution, ratification, and approval of the 2017-2020 CBA, based upon pay rate as of September 30, 2017. (This will not change the top rate). This payment shall (a) be prorated based upon months employed by LYNX from 10/1/16 to 9/30/17; and (b)

only be made to those bargaining unit members who are still employed by LYNX on the date this CBA is ratified by the Union and approved by the LYNX Board. A 3% change to the top rate and a one-step move for everyone in pay progression retroactive to the first full pay period in October 2017.

- 2) Year Two: (10/1/18 - 9/30/19): A 3% charge to the top rate and a one-step move for everyone in pay progression effective the first full pay period in October 2018.
- 3) Year Three: (10/1/19 - 9/30/20): A one-step move for everyone in pay progression effective the first full pay period in October 2019. The Union shall, however, have the right to request a re-opener (as to wages only and not as to a step move in pay progressions) in year three. Any such re-opener request must be made in writing and delivered to the Authority's Chief Executive Officer no less than 90 days and no more than 180 days before September 30, 2019.

Transportation Uniforms: The Transportation uniform allowance will increase from \$270.00 to \$295.00 per year.

Maintenance Uniforms: The Maintenance uniform allowance will increase from \$138.00 to \$163.00 per year

FISCAL IMPACT:

LYNX staff included funds in the FY2018 Adopted Operating Budget to support the current year impact of this contract.

The amount for the lump sum payments of approximately \$2,263,899 is proposed to come from LYNX reserves. Staff will prepare a proposed budget amendment in January to reflect this change. Future years will be budgeted based on the approved Union contract.

Action Agenda Item #8.E

To: LYNX Board of Directors

From: Brian Anderson
DIRECTOR OF HUMAN RESOURCES
Sylvia Pinzon
(Technical Contact)

Phone: 407.841.2249 ext 6219

Item Name: Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, from October 1, 2017 through September 30, 2020

Date: 12/7/2017

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of the Union-ratified Labor Agreement between LYNX and the Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, Maintenance and Transportation Supervisors, covering the period of October 1, 2017 through September 30, 2020.

BACKGROUND:

The ATU AFL-CIO, through its Local Chapter 1749, has represented those employees classified as LYNX transportation and maintenance supervisors since 2002. This collective bargaining unit is currently comprised of twelve (12) Maintenance Supervisors and forty-six (46) Transportation Supervisors. LYNX and Local 1749 have been performing pursuant to a collectively bargained Labor Agreement effective during the three-year period from October 1, 2014 through September 30, 2017.

Pursuant to Article 20 of said Labor Agreement, Management and Union negotiation teams convened on October 16, 2017 to negotiate a new Labor Agreement for the three-year period from October 1, 2017 through September 30, 2020.

The negotiating parties were represented by:

Representing Management: James W. Seegers, Counsel, Baker Hostetler

Representing Union: Scott Penrose, Local 1749 President, LYNX Maintenance Supervisor

On October 23, 2017, the membership of Local 1749 voted on and unanimously ratified the Labor Agreement as tentatively agreed to by the negotiation teams.

An overview of material items negotiated by the parties is presented below.

ARTICLE 11 CLASSIFICATIONS AND BIDDING

11.1 Classifications

1. Transportation Supervisors
2. Vehicle Maintenance Supervisors
3. Facilities Maintenance Supervisors

11.2 Transportation Supervisor

All Transportation Supervisors will bid at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1

11.3 Vehicle Maintenance Supervisor

All Vehicle Maintenance Supervisors will bid for shifts at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1. The Body Shop Supervisor shall be assigned based on meeting requisite qualifications and seniority.

11.4 Facility Maintenance Supervisors

All Facility Maintenance Supervisors will bid for shifts at least two (2) times per year in approximately equally increments with an aspirational target of April and October (or as needed) based on seniority within classification as listed above in 11.1.

11.5 Any deviation to the bid processes set forth above in 11.2-11.4 will remain within management rights, but will be discussed with the Union prior to implementation.

ARTICLE 12 UNIFORMS

12.1 The Authority will provide an annual uniform allowance for all Supervisors as set forth below. The Authority will select the materials, color and composition of the uniform. The Authority shall supply inclement weather gear, jackets and hats as needed, for all supervisors.

\$370.00 in year FY 2018

\$370.00 in year FY 2019

\$370.00 in year FY 2020

12.2 The Authority will provide an annual safety shoe allowance for all Maintenance Supervisors of \$150.00, and an annual shoe allowance of \$100.00 for Transportation Supervisors who will be required to purchase in a color and style determined by the Authority.

LYNX Board Agenda

ARTICLE 13 WAGES

13.1

YEAR ONE

New Hires/ Current Transportation Supervisor Steps:

1. \$25.89
2. \$26.67
3. \$27.47
4. \$28.29

New Hires/ Current Maintenance Supervisor Steps:

1. \$28.99
2. \$29.86
3. \$30.76

NO STEP MOVE

YEAR TWO

New Hires/ Current Transportation Supervisor Steps:

1. \$26.67
2. \$27.47
3. \$28.29
4. \$29.14

New Hires/ Current Maintenance Supervisor Steps:

1. \$29.85
2. \$30.76
3. \$31.68

NO STEP MOVE

YEAR THREE

This Article is subject to a wage re-opener in Year 3. The re-opener request must be made in writing and delivered to the Union President (if requested by the Authority) or the Director of Human Resources (if requested by the Union) no less than ninety (90) days and no more than one hundred eighty (180) days before September 30, 2019.

FISCAL IMPACT:

LYNX staff included funds in the FY2018 Adopted Operating Budget to support the implementation of this contract. Future years will be budgeted based on the approved Union contract.

Action Agenda Item #8.F

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Brian Anderson
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to approve Resolution 17-010 of the Central Florida Regional Transportation Authority (d/b/a/ LYNX) to amend the LYNX MONEY PURCHASE PLAN and to ratify and authorize certain employer contributions.

Date: 12/7/2017

ACTION REQUESTED:

Authorization to approve Resolution 17-010 of the Central Florida Regional Transportation Authority (d/b/a/ LYNX) to amend the LYNX MONEY PURCHASE PLAN and to ratify and authorize certain employer contributions,

BACKGROUND:

The LYNX Money Purchase Plan ("Plan") provides tax-qualified retirement benefits to LYNX's administrative employees and employees represented by the Amalgamated Transit Union, Local 1749 (commonly referred to as the "supervisors' union").

Certain participants in the Plan are facing practical challenges because the Plan requires them to make an irrevocable Plan contribution election immediately upon hire, which they cannot change later in the future to accommodate changes in their cash-flow and retirement planning needs.

Additionally, certain re-hired and promoted participants in the Plan are facing challenges due to recent IRS guidance that seems to prohibit them from obtaining the maximum possible retirement benefits under the Plan.

Carolyn Kershner, Esq., Akerman LLP, attended the September meeting of the LYNX Finance & Audit Committee and presented a proposed Plan design enhancement that offers potential solutions to these challenges, with the goal of creating a "win-win" result for both the participants and LYNX. The LYNX Finance & Audit Committee accepted her recommendations.

FISCAL IMPACT:

LYNX staff will continue to fund the new Plan with the employer's contribution percentage based on employee election. There will be no fiscal impact for the implementation of these Plan design enhancement recommendations.

CERTA RESOLUTION NO. 17-010

RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX MONEY PURCHASE PLAN AND TO RATIFY AND AUTHORIZE CERTAIN EMPLOYER CONTRIBUTIONS WITH RESPECT TO CERTAIN ELIGIBLE PLAN PARTICIPANTS

WHEREAS, LYNX, as the sponsoring employer, previously established the LYNX Money Purchase Plan, effective October 1, 1994, and thereafter amended such plan from time to time (as amended, "the Plan"); and

WHEREAS, the Plan currently provides eligible employees with the opportunity to make voluntary, irrevocable elections to have pre-tax contributions to the Plan deducted from their paychecks, which contributions are referred to as "pick-up contributions"; and

WHEREAS, if an eligible employee makes pick-up contributions, LYNX makes an employer matching contribution to the employee's Plan account up to a maximum of 1.5% of the employee's Plan compensation ("1.5% employer matching contribution"); and

WHEREAS, recent federal tax guidance concerning pick-up contributions has created legal uncertainty and impediments to the ability of certain re-hired or promoted employees to make pick-up contributions; and

WHEREAS, without the legal ability to make pick-up contributions, the affected employees cannot qualify to receive the 1.5% employer matching contribution from LYNX to their Plan accounts; and

WHEREAS, it is LYNX's desire for all eligible employees to be able to receive the maximum intended employer contributions to their retirement savings, in order to help the employees achieve a secure financial future; and

WHEREAS, when certain prior employees were recently re-hired and were determined to be legally unable to make the pick-up contribution elections, a short-term accommodation was operationally implemented whereby employer contributions equal to 1.5% of the employees' compensation have been made to a LYNX Deferred Compensation Plan account for them, in order for those employees to receive the same maximum intended employer contributions to their total retirement savings as are available to all other eligible employees; and

WHEREAS, certain other current eligible employees or future eligible employees will be, or may be, similarly impacted by the legal uncertainty and impediments arising from the aforementioned federal tax guidance; and

WHEREAS, LYNX wishes to ensure that all similarly-impacted eligible employees are provided with the same maximum intended employer contributions to their total retirement savings as are available to all other eligible employees; and

WHEREAS, to avoid future complexity and uncertainty in connection with pick-up contribution elections, it has been proposed that LYNX amend the Plan to eliminate the pick-up contribution feature; and

WHEREAS, to allow all eligible employees to be able to receive the maximum intended employer contributions to their retirement savings, it has been proposed that LYNX amend the Plan to provide that the employer matching contribution to an eligible participant's Plan account will be computed based on the participant's elective deferral to the LYNX Deferred Compensation Plan rather than computed based on pick-up contribution amounts; and

WHEREAS, unrelated to the foregoing subjects, certain questions recently arose regarding the administrative application of the Plan's vesting provisions that provide credit for certain prior employment with a public organization within the State of Florida or any public transportation agency; and

WHEREAS, it has been proposed that LYNX confirm, not change, the existing long-standing administrative application of the aforementioned Plan vesting provisions by amending the Plan to add the details of the existing administration; and

WHEREAS, it has been proposed that all of the aforementioned proposed amendments to the Plan be accomplished via the adoption of an *Amendment #1 to the LYNX Money Purchase Plan Amended and Restated Plan and Trust Document*, in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The operational accommodation whereby employer contributions equal to 1.5% of employees' compensation have been made to a LYNX Deferred Compensation Plan account for certain re-hired employees who were determined to be legally unable to make pick-up contribution elections to the Plan is hereby ratified and approved.
2. The Administrative Committees of the LYNX Money Purchase Plan and the LYNX Deferred Compensation Plan, with such assistance as they may require from LYNX Human Resources, Finance, and Accounting personnel, are hereby authorized and directed to determine which current eligible employees and/or future eligible employees are similarly-impacted and to implement the

operational accommodation for those employees, including, if applicable, with such retroactive equitable contribution adjustments as the Administrative Committees, in consultation with the LYNX CEO, determine are necessary or desirable to ensure that all eligible employees have the opportunity to receive the same maximum intended employer contributions to their retirement savings. This authorization and direction concerning the operational accommodation shall remain in effect only until such time as all eligible employees can legally qualify for a 1.5% LYNX employer matching contribution to the Plan, unless the LYNX Governing Board otherwise sooner modifies this authorization and direction.

3. The amendments to the LYNX Money Purchase Plan contained in *Amendment #1 to the LYNX Money Purchase Plan Amended and Restated Plan and Trust Document* attached hereto as Exhibit "A" are hereby approved.
4. The LYNX CEO is hereby authorized to execute the *Amendment #1 to the LYNX Money Purchase Plan Amended and Restated Plan and Trust Document* attached hereto as Exhibit "A" for, and on behalf of, LYNX.
5. Any and all actions heretofore or hereinafter taken by the aforementioned Administrative Committees and/or by the LYNX CEO and/or by 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.

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ON FOLLOWING PAGE.]

CERTA RESOLUTION NO. 17-010

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO RATIFY AND
AUTHORIZE CERTAIN EMPLOYER CONTRIBUTIONS WITH RESPECT TO
CERTAIN ELIGIBLE PARTICIPANTS IN THE LYNX MONEY PURCHASE
PLAN**

APPROVED AND ADOPTED this ____ day of _____, 2017 by the
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

Work Session Item #9.A

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: LYNX 2017 Accomplishments and 2018 Goals

Date: 12/7/2017

LYNX CEO, Edward Johnson, will review the 2017 Accomplishments and 2018 Goals for LYNX.

In setting a course for LYNX, 5 Major Emphasis Areas were established to provide focus for the LYNX core business of public transportation. Those five areas were:

- Enhance Communications
- Improve Efficiencies
- Establish More Partnerships
- Increase Brand Recognition and Community Involvement
- Improve Customer Confidence in System

In preparing for 2018, LYNX will be focusing on the following:

- Continue with 2017 Major Emphasis Areas
- Establish CyberSecurity Program and Oversight Position
- Create an Innovation and Sustainability Program
- Develop an Autonomous Vehicle Program Strategic Plan
- Establish Central Florida's Transit Vision (High Level)
- Seek Funding for Vision 2030 Corridors
- Purchase Off-board Payment Systems for Key Areas
- Host a Board Retreat

Work Session Item #9.B

To: LYNX Board of Directors

From: **Tiffany Homler**
CHIEF ADMINISTRATIVE OFFICER
Tomika Monterville
(Technical Contact)
Douglas Robinson
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Update on LYNX Forward

Date: 12/7/2017

BACKGROUND:

In March 2017, the Board of Directors authorized use of HDR Engineering Inc. to begin preparing the ten-year Transit Development Plan (TDP) major update and a Route Optimization Study (ROS). Together, the TDP and ROS are referred to as LYNX Forward.

A draft TDP major update is complete and has been submitted to the Florida Department of Transportation (FDOT) District 5 Office for review and approval. The ROS is underway and will continue through spring 2018.

OVERVIEW:

LYNX staff will provide a brief update on progress of LYNX Forward at all Board of Directors and committee meetings until the ROS effort is complete.

This update provides an overview of ROS purpose and principles, existing conditions, characteristics of existing LYNX riders, a review of service types, an introduction to service and network concepts and plans for public involvement.



LYNX Forward

Route Optimization Study

LYNX Board of Directors Meeting

December 7, 2017



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Central Florida Regional Transportation Authority

FORWARD

Agenda

1. Forward/ROS Purpose and Principles
2. Existing Conditions & Rider Characteristics
3. Review & Discussion of Service Types
4. Service Concepts / Network Development
5. Input and **Direction of LYNX Forward**

Route Optimization Study Purpose

- 1 Meet **future mobility needs** through new and improved mobility services
- 2 Allocate resources in the most **effective and efficient** manner possible
- 3 Improve regional **connectivity to SunRail**
- 4 Continue to serve existing riders while **gaining new riders**
- 5 **Serve new markets** with focused and specialized service delivery models and integration with complementary modes (e.g. rideshare and bikeshare)

ROS Guiding Principles/Objectives

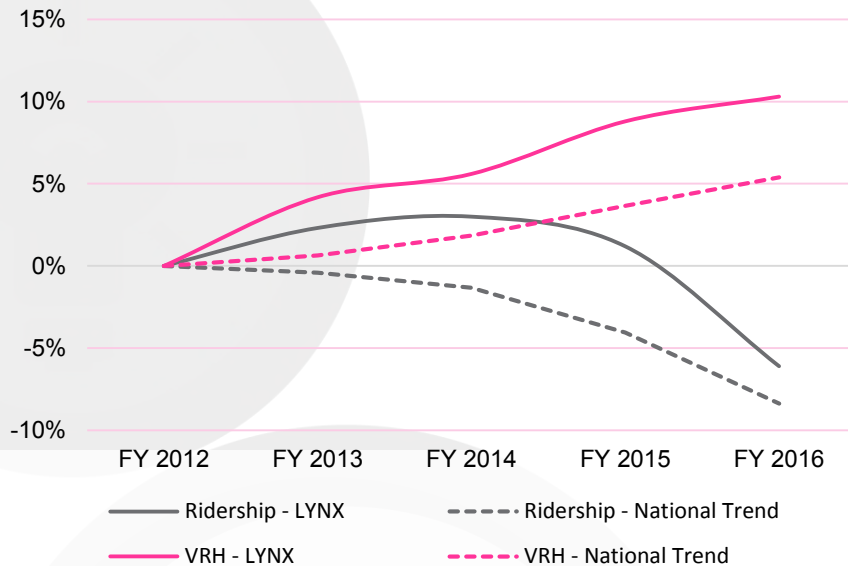
- Improve service frequency
- Match service levels and delivery methods to demand
- Improve service reliability and travel time competitiveness
- Streamline route structure
- Enhance regional connectivity and travel speeds
- Enhance system design clarity and usability
- Apply alternative service delivery methods such as shared use mobility (e.g. TNCs) and contracted mobility service



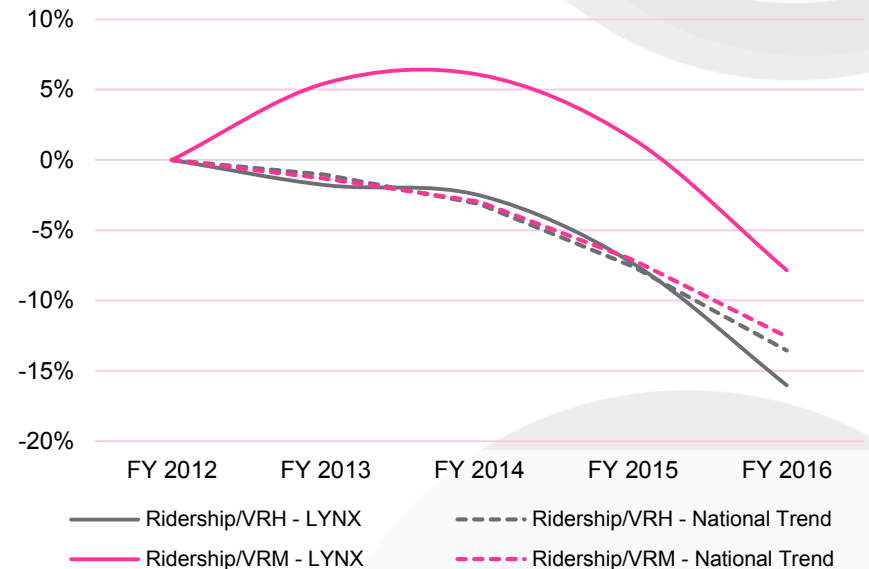
Existing Conditions

Recent Trends

Fixed-Route Ridership and Revenue Hours Percent Change



Fixed-Route Productivity Percent Change



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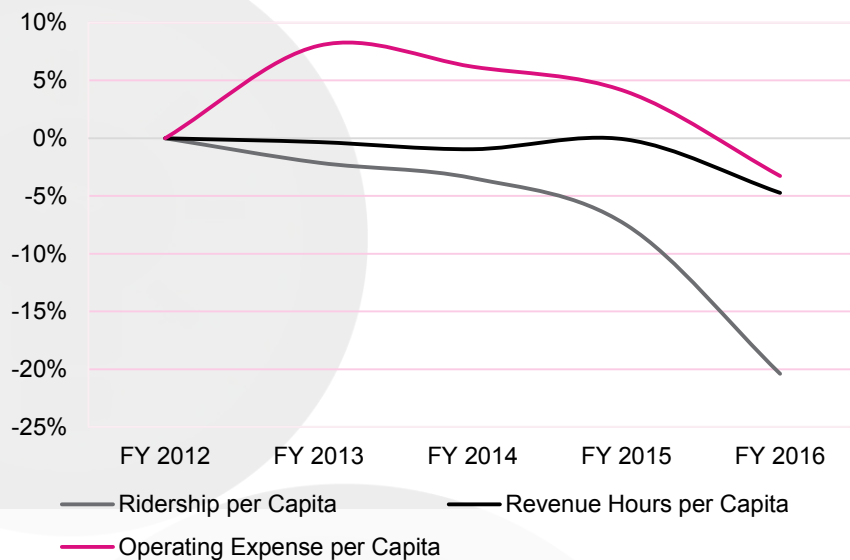
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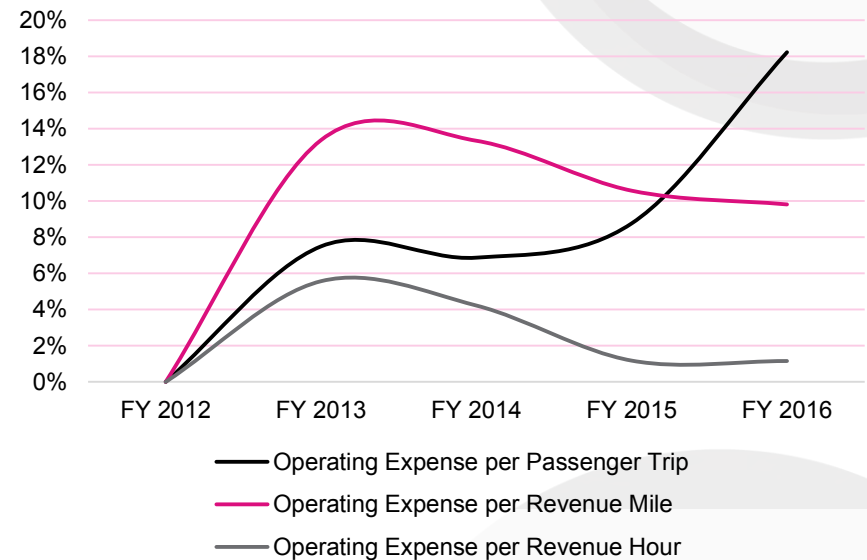
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Recent Trends

Fixed-Route Service Coverage Percent Change



Fixed-Route Cost Efficiency and Effectiveness Percent Change



Key Takeaways:

- Ridership is down
- Productivity is down
- Population is growing
- Service is not keeping up with growth
- We are losing market share!



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Existing LYNX Rider

- **66%** live in households with a total income less than \$30k per year
- **61%** do not have access to a vehicle
- **79%** live in a household with one or fewer vehicles
- **52%** do not have a driver's license

60-70% Transit Dependent, maybe higher!



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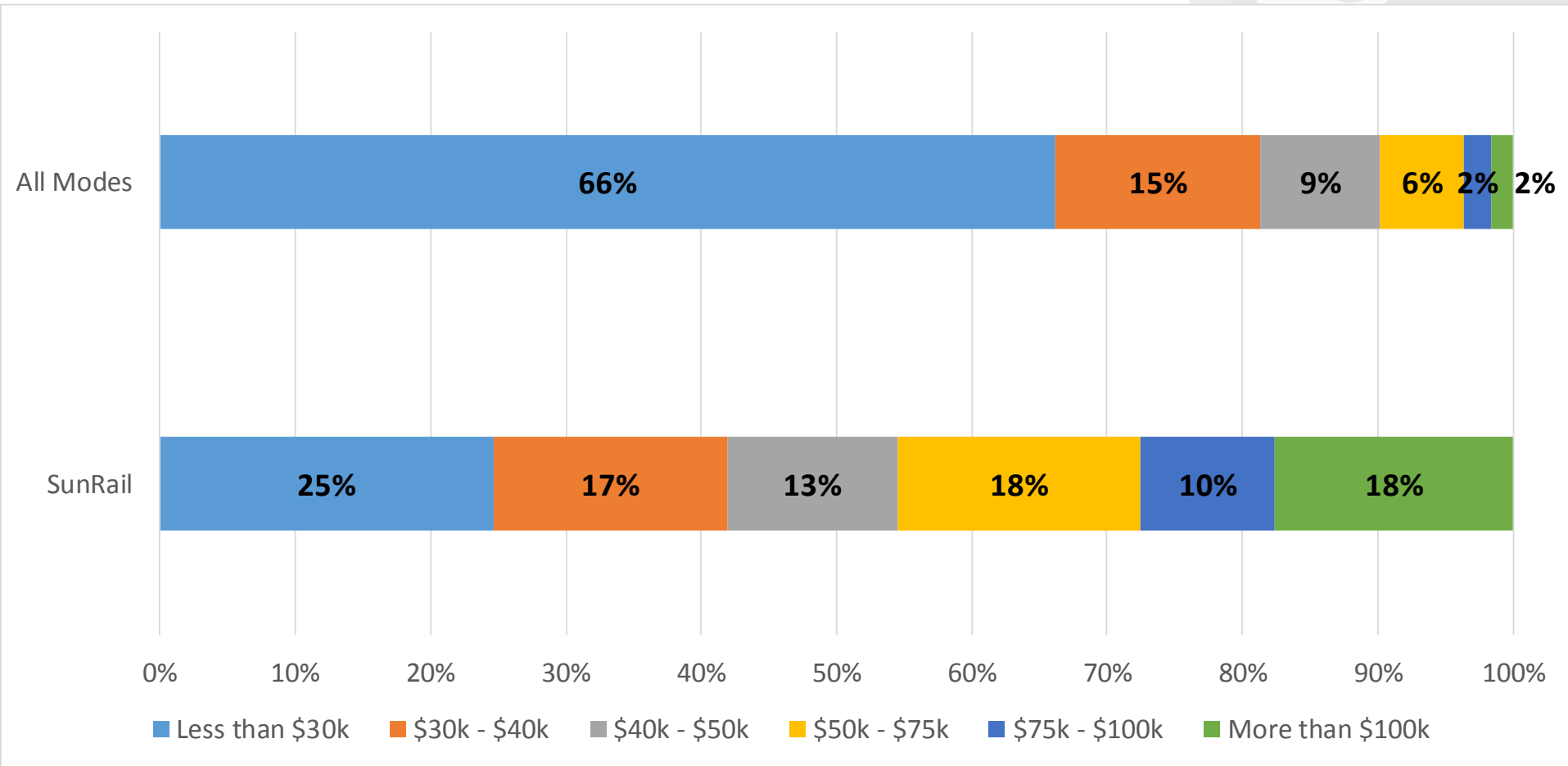


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Household Income – SunRail vs. All Modes





ROS Service Types for Network Development

Mobility Toolbox

Conventional Transit Services

Fixed Guideway

Intercity Rail

Commuter Rail

Light Rail

Streetcar

Bus Rapid Transit

Fixed Route

Local Bus

Limited Stop Bus

Regional Express
Bus

Commuter Express
Bus

Intercity Bus

Flexible Transit Services

Semi-Fixed Route

Flexible Route
Segments

Route Deviation

Point Deviation

Zonal / Anchored
On-Demand

Demand Response
Connector

Zone Route

Fully On-Demand

Vanpool

Private Shuttles /
Microtransit

Taxi / TNC / Dial-a-
Ride

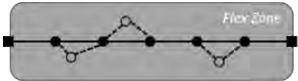
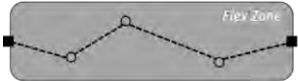
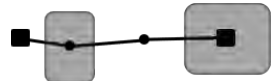
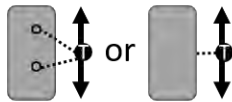
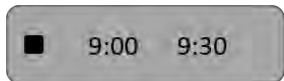
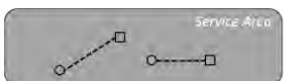


ROS Service Types

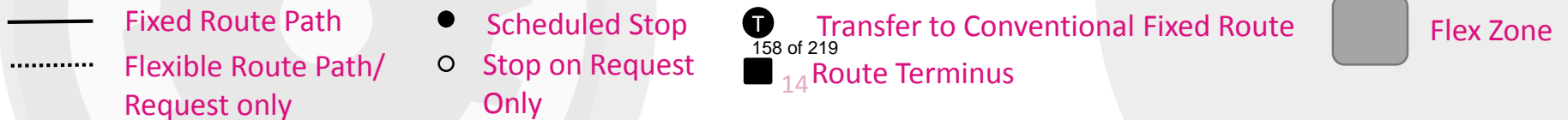
- High Frequency Core Fixed Route Service
- Limited Stop Service
- Regional Express Service
- Commuter Express Service
- Primary and Secondary Fixed Route Service
- Neighborhood / Activity Center Circulators
- On-Demand / Flexible Transit Services

Fixed Route Transit Services Summary

Delivery Model	Purpose	Focus	Application
High Frequency Core	Serve high ridership corridors	Short trips within corridors, minimize transfer times	Major arterials
Limited Stop/BRT	Serve high ridership corridors	Moderate-long trips within corridors, shorten travel times	Major arterials
Regional Express	Serve Activity Center to Activity Center Travel	Long regional trips, shorten travel times	Toll and Interstate facilities, major arterials
Commuter Express	Serve commuter market to high employment centers	Long regional trips, shorten travel times	Toll and Interstate facilities, major arterials
Primary & Secondary Fixed Route	Serve moderate ridership corridors Secondary: Serve high & moderate ridership neighborhoods	Local connector trips, local to corridor network connections	Minor Arterials & Primary Neighborhood Streets
Circulators	Primary activity center and neighborhood streets	Neighborhood and activity circulation, activity center to corridor/express network connections	Activity Centers & neighborhood streets

Flexible Transit Services Summary

Delivery Model	Illustration	Description
Deviated Fixed Route		Regular schedule operating along path, with or without marked bus stops, deviating to serve on-demand zone
Point Deviation		Serves on-demand requests in a zone, but also serves a small number of stops in the zone, following no regular path
Flexible Route Segments		Conventional fixed route, fixed schedule, but switches to on-demand operation for a limited portion of route
Demand Response Connector		On-demand mode within a zone, with one or more scheduled transfer points to a fixed-route network or rail station
Zone Route		Operates in on-demand mode within a zone with established departure and arrival times at one or more established locations.
Taxi / TNC / Dial-a-Ride		Provides point-to-point on-demand service within a defined zone with no fixed timepoints. Can be operated as sequential or concurrent trip sharing.
Private Shuttles / Microtransit		Traditional private shuttles provide limited stops, only picking up specified riders. Microtransit provides pooled on-demand service within defined zone using dynamic routing based on demand.
Vanpools / Ridesharing / Ridesplitting		Passengers share private trip from common origins to common destinations. Ridesplitting incorporates mobile app to match drivers to passengers.





ROS Service Network Concepts

Concept Network Design

Service Type	Concept 1	Concept 2	Concept 3
	Application / Emphasis		
High Frequency Core Fixed Route Service	High	Moderate	Low
Limited Stop / BRT Service	Low-Moderate	Moderate-High	High with BRT
Regional Express Service	Low	Moderate	High
Commuter Express Service	High	Low	Moderate
Primary Fixed Route Service	High	Moderate	Moderate
Secondary Fixed Route Service	High	Moderate	Low
Circulator Service	Moderate	Moderate	Low
On-Demand Services	Low	Moderate	High



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Central Florida Regional Transportation Authority

FORWARD 

Service Concept Summary

Concept	Emphasis	Travel Market
Concept 1 – High Frequency Core Local Network	High Frequency Local Corridor and Commuter Services	Short Corridor Trips and Work Commute Market
Concept 2 - High Frequency Limited Stop / BRT Service w/ Regional Express	High Frequency Limited Stop / BRT and Regional Express Services	Moderate-Long Trips and Regional Travel
Concept 3 – High Frequency Limited Stop / BRT, Regional Express & On-Demand Services	High Frequency Limited Stop/BRT, Regional Express and On-Demand Services	Moderate-Long Trips, Regional Travel, & On-Demand Market



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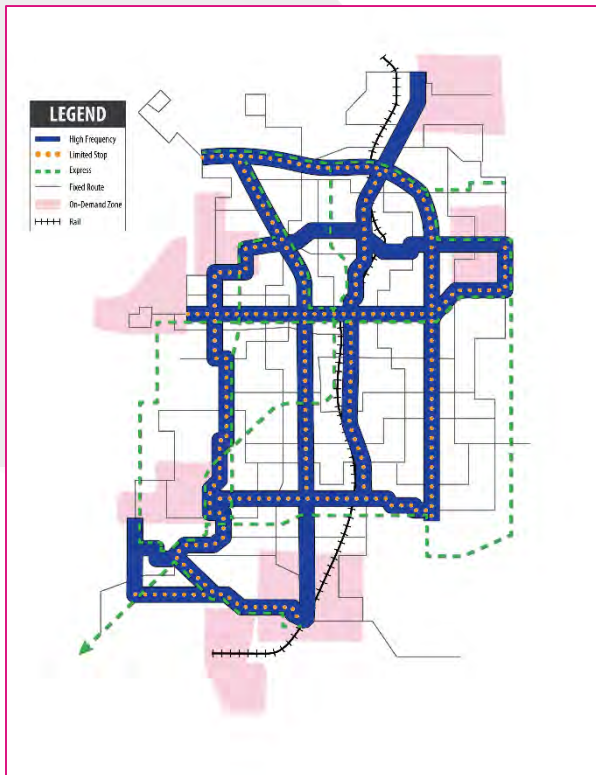
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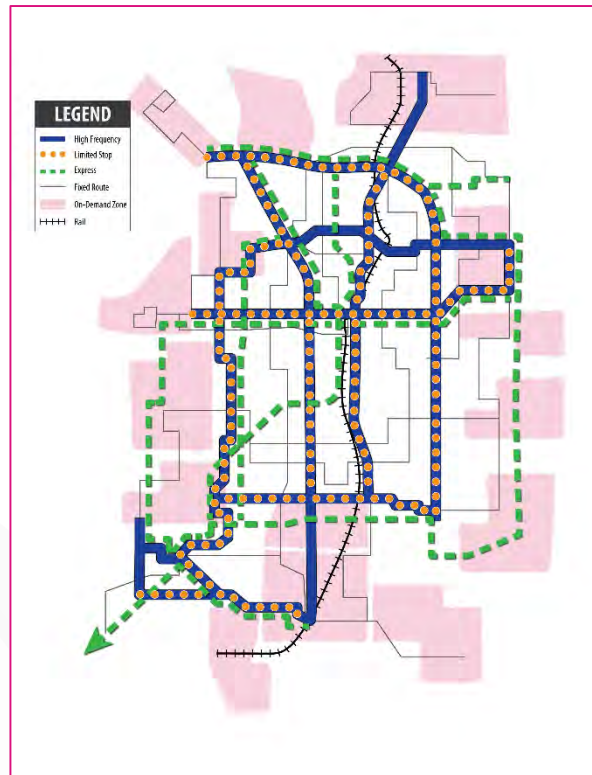
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System Concept Comparison

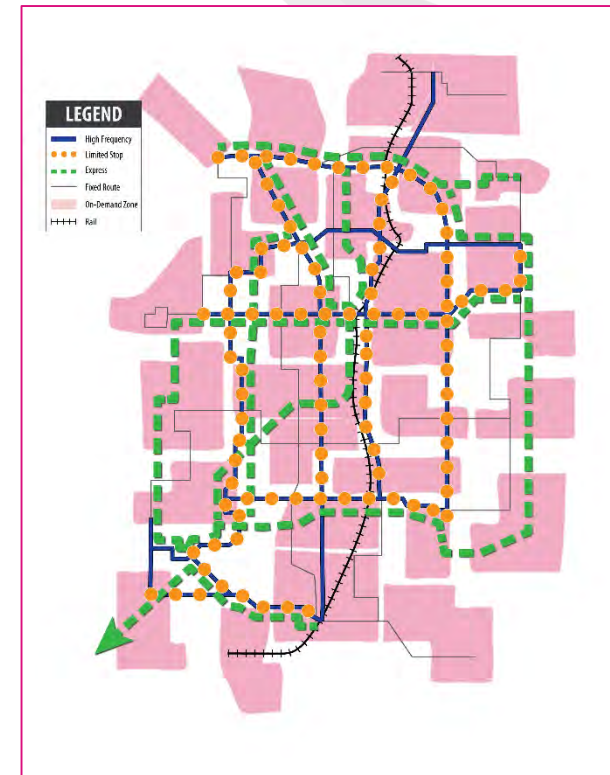
Concept 1 - High Frequency Core Local Route Network



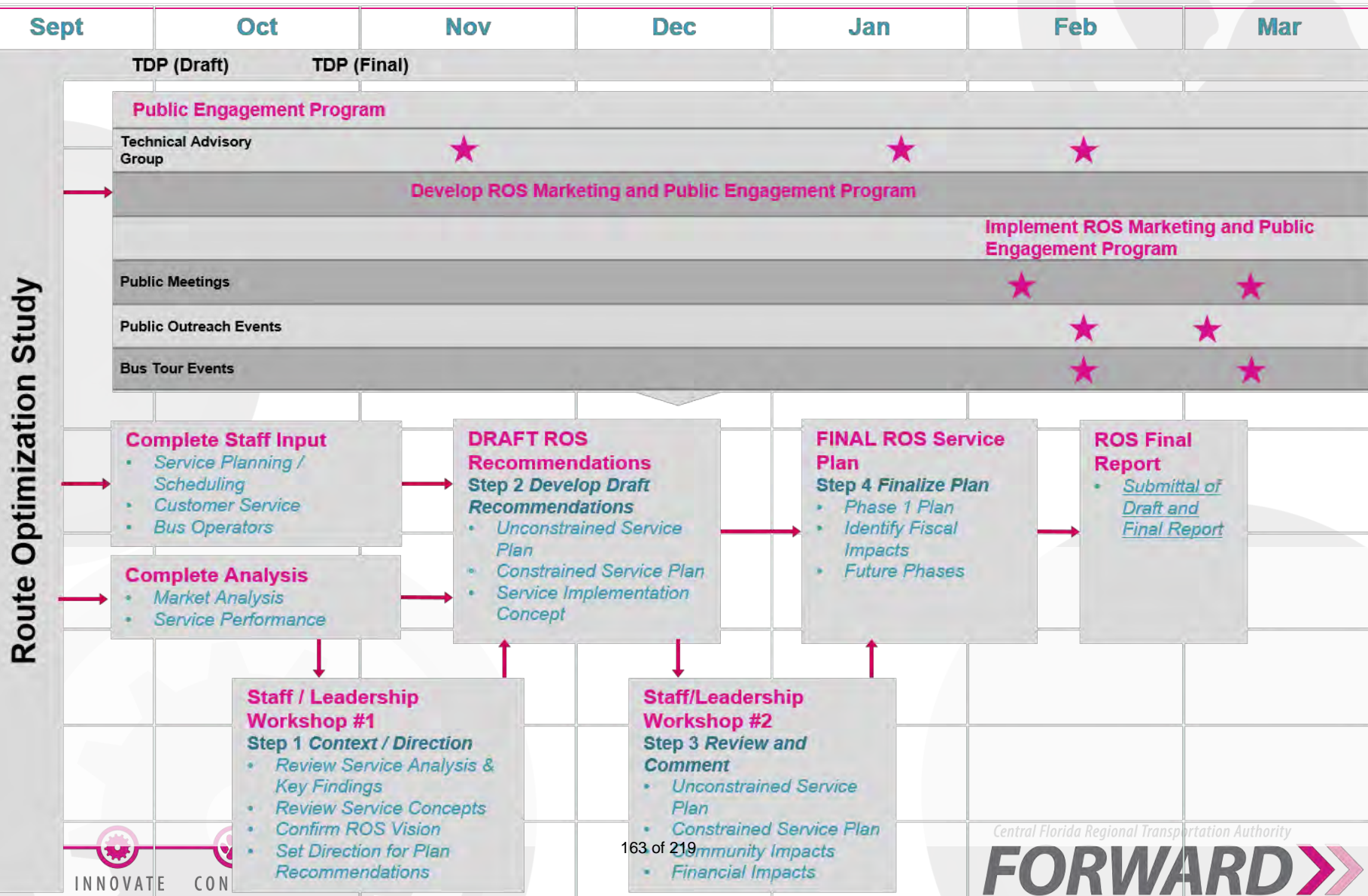
Concept 2 - High Frequency Limited Stop/ BRT Service w/ Regional Express



Concept 3 – High Frequency Limited Stop/BRT, Regional Express & On-Demand Services



Input / Direction of LYNX Forward



Work Session Item #9.C

To: LYNX Board of Directors

From: Edward Johnson
CHIEF EXECUTIVE OFFICER
Tiffany Homler
(Technical Contact)

Phone: 407.841.2279 ext: 6017

Item Name: Presentation on Orlando Economic Partnership's Central Florida
Transportation Task Force Final Report

Date: 12/7/2017

BACKGROUND:

In January 2015, the Orlando Economic Partnership created the Central Florida Transportation Task Force with the mission “to assemble and resource regional business champions to establish and advance the most influential shortlist of regional transportation projects and strategies.” This was a two-year effort of regional volunteers.

Tracey Stockwell, Senior Vice President & CFO, Universal Orlando Resort will present the recommendations.

ADVANCING TRANSPORTATION SOLUTIONS

Central Florida Transportation Task Force



ORLANDO
ECONOMIC
PARTNERSHIP

Tracey Stockwell
Senior Vice President & CFO
Universal Orlando Resort





RECOMMENDATION #1

Establish an Alliance for Regional Transportation



RECOMMENDATION #2

Establish a Committee for Change



RECOMMENDATION #3

Responding to Concerns – Safety, Cybersecurity and Counterterrorism

Information Item A: Business Development Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)

Janet Amador
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Business Development Report: September, October and November 2017

Date: 12/7/2017

COMMUTER VANPOOL

Commuter Vanpool		
Vanpools	September 2017 FY17	October 2017 FY18
Vanpool Participants	844	*852
Total Revenue Miles YTD	2,907,362	*240,000
New Vanpools	3	6
Returned Vanpools	2	4
Current Vans in Service	184	186
Pending Vanpool Interest	Veterans Affairs	Bright Future
	Coleman Prison	Coleman Prison
	Lockheed Martin	Lockheed Martin
	TSA	Estella Loving Care LLC
	PEO STRI	Orlando VA
Phone Inquiries	45	*49

* Estimated Numbers

Information Item B: Information Item

To: LYNX Board of Directors

From: David Dees
DIR RISK MANAGEMENT AND SAFETY
David Dees
(Technical Contact)
Esther Mitchell
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Information Item
Notification of Settlement Agreement Pursuant to Administrative Rule 6

Date: 12/7/2017

LYNX General Liability Settlements (August 24, 2017 through November 16, 2017)

Claimant	Date of Incident	Short Description	Settlement Amount	Date Paid
Dene Renee Calderon	9/22/2013	Bus Struck Object	\$65,000.00	9/22/2017
Delois Reynolds	10/29/2015	Bus Struck MV	\$5,000.00	10/6/2017
Dorrell Russell	9/2/2016	Bus Struck MV	\$11,441.41	8/25/2017
Anthony Brown	9/7/2016	Bus Struck MV	\$14,500.00	8/25/2017
Manmohan Gupta	10/12/2016	Bus Struck MV	\$3,953.75	8/25/2017
Gladys Fernandez (WC)	3/17/2017	MV Struck Bus from Side	\$4,000.00	9/22/2017
Sonia Pellot	3/17/2017	Bus Struck MV	\$908.45	11/16/2017
Elise Vaughn	3/28/2017	Bus Struck MV	\$1,186.42	8/25/2017
Clay Clay (Progressive Auto)	4/24/2017	MV Struck Bus from the Side	\$633.04	10/12/2017
Christopher Yanak	5/3/2017	Bus Struck MV	\$7,451.43	8/25/2017
Diana Dunn	6/1/2017	Bus was Rear-ended	\$500.55	8/31/2017
Lynn Callihan	6/20/2017	LYNX Car Struck MV	\$2,304.16	8/25/2017
Brandon Raady	6/20/2017	Bus Struck MV	\$1,076.36	9/28/2017
Crystal Large	7/7/2017	Bus Struck MV	\$2,040.49	8/31/2017
Roger Iliff	7/11/2017	Bus Struck MV	\$2,583.87	8/25/2017
Kethra Williams	7/13/2017	Bus Struck MV	\$1,415.06	10/5/2017
Keith Oropeza	7/19/2017	Bus Struck MV	\$829.43	8/24/2017
David Chapman	7/20/2017	Bus Struck MV	\$1,094.40	11/2/2017
Malva Rueben	8/4/2017	Bus Struck MV	\$3,963.58	10/6/2017

LYNX Board Agenda

John Hill	8/4/2017	Bus Struck MV	\$1,090.36	11/16/2017
German Britto (Progressive)	8/17/2017	Bus Struck MV	\$6,325.13	11/2/2017
Tarra Harris	8/31/2017	Property Replacement	\$50.00	9/22/2017
Michael Pickett	8/31/2017	Bus Struck Object	\$2,553.87	10/2/2017
Andre Mobley	9/13/2017	Bus Struck MV	\$2,346.67	11/2/2017
LaSharon Ohara	9/14/2017	Bus Struck MV	\$1,964.44	10/6/2017
Elizabeth Guzower (Magic Touch Auto)	9/26/2017	MV Sideswiped Bus	\$1,278.43	10/6/2017
Deni Cavalcanti	10/25/2017	Road Ranger Incident	\$551.00	11/16/2017

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Dorrell Russell	9/2/2016	Bus Struck MV	\$11,441.41	8/25/2017
Anthony Brown	9/7/2016	Bus Struck MV	\$14,500.00	8/25/2017
Manmohan Gupta	10/12/2016	Bus Struck MV	\$3,953.75	8/25/2017
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Brandon Raady	6/20/2017	Bus Struck MV	\$1,076.36	9/28/2017
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Roger Iliff	7/11/2017	Bus Struck MV	\$2,583.87	8/25/2017
Kethra Williams	7/13/2017	Bus Struck MV	\$1,415.06	10/5/2017
Keith Oropeza	7/19/2017	Bus Struck MV	\$829.43	8/24/2017
David Chapman	7/20/2017	Bus Struck MV	\$1,094.40	11/2/2017
Malva Rueben	8/4/2017	Bus Struck MV	\$3,963.58	10/6/2017
John Hill	8/4/2017	Bus Struck MV	\$1,090.36	11/16/2017
German Britto (Progressive)	8/17/2017	Bus Struck MV	\$6,325.13	11/2/2017
Tarra Harris	8/31/2017	Property Replacement	\$50.00	9/22/2017
Michael Pickett	8/31/2017	Bus Struck Object	\$2,553.87	10/2/2017
Andre Mobley	9/13/2017	Bus Struck MV	\$2,346.67	11/2/2017
LaSharon Ohara	9/14/2017	Bus Struck MV	\$1,964.44	10/6/2017
Elizabeth Guzower (Magic Touch Auto)	9/26/2017	MV Sideswiped Bus	\$1,278.43	10/6/2017
Deni Cavalcanti	10/25/2017	Road Ranger Incident	\$551.00	11/16/2017

Through subrogation, LYNX will be pursue all expenses loss due to accidents where the agency was not found "at-fault".

Monthly Report A: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)

Janet Amador
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report October 2017 - November 2017

Date: 12/7/2017

COMMUNITY EVENTS AND OUTREACH

ASHE Multi-Modal Tour

On Sept. 20 LYNX hosted a multi-modal tour for the American Society of Highway Engineers. The group traveled on a LYNX bus to the Lake Mary SunRail Station and returned back to LYNX Central Station by train. LYNX customer service and planning staff provided an overview of the agency and assisted with questions.

Meet the Community Day

LYNX participated in Meet the Community Day on Sept. 27 hosted by Kids R Kids Apopka. Approximately 100 three and four year old students were able to board a LYNX bus and learn about the agency.

Train to Plane

LYNX continued to promote Train to Plane at Orlando International Airport in September and October passes were dispersed to OIA employees allowing them to commute to and from work for 30 days using the train and Links 11, 42 and 111.

Hurricane Maria Evacuee Assistance

The agency continues to staff two assistance centers at Orlando International Airport and Osceola Heritage Park for Hurricane Maria evacuees. LYNX staff has been answering questions, assisting with travel planning and providing free 30-Day bus passes with schedule books.

LYNX PRESS RELEASES | MEDIA NOTES: SEPTEMBER - NOVEMBER 2017

- September 6 Media Alert – LYNX hurricane Irma Statement at 5:30 p.m.
- September 7 Media Alert – LYNX hurricane Irma Statement at 5 p.m.
- September 8 Media Alert – LYNX hurricane Irma Statement at 11:30 a.m.
Media Alert – LYNX hurricane Irma Statement at 6 p.m.
- September 9 Media Alert – LYNX hurricane Irma Statement at 10:30 a.m.
Media Alert – LYNX hurricane Irma Statement at 7 p.m.
- September 10 Media Alert – LYNX hurricane Irma Statement at 10 a.m.
- September 11 Media Alert – LYNX hurricane Irma Statement at 2:30 p.m.
Media Alert – LYNX hurricane Irma Statement at 5 p.m.
- September 14 Update: Limited Press Release
- September 15 Public Workshops for Participation in Powering with LYNX
- September 19 Media Alert – Citrus Connection to Increase Hours on Links 416 and 427
- October 6 Media Alert LYNX to Hold Public Hearings and Workshops for January 2018
Service Change
LYNX Hurricane Maria Evacuee Assistance
- October 11 Support Rally4Transit
- October 13 LYNX Bus Tracker Real-Time App Now Available
- October 17 LYNX Board of Directors and Oversight Committee Meetings Canceled for October 26
- October 23 LYNX Rolls Out NeighborLink Booking Mobile Application
- October 27 LYNX to Participate in FDOT Mobility Week
- October 30 LYNX Operator Wins Operator of the Year from Florida Public Transportation Association
LYNX Marketing Wins Two First Place Awards from Florida Public Transportation Association
- November 1 Reminder-LYNX to Participate in FDOT Mobility Week
- November 6 LYNX Rolls Out See Something, Say Something Safety Mobile Application
- November 9 Thanksgiving Day Holiday Schedule
- November 10 Operators Earn LYNX Safety & Performance Award
- November 17 Santa Returns to Drive Annual Holiday Cheer

LYNX NEWS ARTICLES: SEPTEMBER – NOVEMBER 2017

- September 1 [Three people taken to hospital after seven-vehicle crash on Colonial Drive near SR 417](#)
Orlando Sentinel
That caused a chain-reaction crash with five other vehicles, including a dump truck and a Lynx bus, Montes said. The driver of the Sentra, a passenger ...
- September 8 [Orlando, Sanford airports to close Saturday evening](#)
Orlando Sentinel
With Hurricane Irma getting closer, Orlando, Sanford and Melbourne ... LYNX and LYMMO buses to shut down when sustained winds are 35 mph.
- [SunRail, Lynx, I-4 Ultimate hit the brakes as Hurricane Irma rolls in](#)
Orlando Business Journal
The period beginning 12 hours before sustained winds are expected to reach 35 mph, Access LYNX will only be providing life sustaining medical trips."
- September 9 [LYNX bus route information ahead of Hurricane Irma](#)
WFTV Orlando
The LYNX Emergency Operations Center has been activated. The agency is continuing to monitor the impacts to the region from Hurricane Irma in ...
- [Hurricane Irma: Orange County updates include mandatory mobile home evacuation](#)
Orlando Sentinel
The LYNX bus service will continue until wind speeds reach a sustained level of 35 mph or until three hours before any curfew. Schools are closed ...
- [7 things to know today and when Orlando airports, others will suspend operations](#)
Orlando Business Journal
The period beginning 12 hours before sustained winds are expected to reach 35 mph, Access LYNX will only be providing life-sustaining medical trips.
- [Hurricane Irma: Utility companies prepare for major power outages](#)
WFTV Orlando
OUC will provide tree trimmers with meals and hotels, and LYNX buses will help transport them between shifts to the Operations Center. The additional ...

LYNX Board Agenda

- September 10 [LYNX Hurricane IRMA Statement](#)
MassTransitMag.com (press release) (registration) (blog)
The KnightLynx 212 Red/Downtown Orlando will not offer service Friday or Saturday. KnightLynx 210 Blue will operate as scheduled. LYNX continues ...
- September 11 [LYNX ceases operations ahead of Hurricane Irma](#)
WFTV Orlando
LYMMO and ACCESS LYNX will not be providing service on Sunday until further notice. LYNX has more than 100 bus operators and employees on ...
- September 12 [Hurricane Irma: Outreach workers make final sweep to get Orlando's homeless into shelters](#)
Orlando Sentinel
Hurricane Irma: Outreach workers make final sweep to get Orlando's ...
LYNX bus service had already stopped Sunday by the time workers found ...
- [LYNX will be providing limited hourly service Monday](#)
WFTV Orlando
LYNX will return to full fixed-route and LYMMO operations for Tuesday service. ACCESS LYNX service will begin providing dialysis and oncology trips ...
- September 13 [Flooding from Hurricane Irma prompts evacuation of Kissimmee mobile home park](#)
WFTV Orlando
One resident told Channel 9 she needs her prescription medication but was unable to get into the park. A Lynx bus arrived to help shuttle services.
- September 14 [IRMA: 2 Orange County assisted living facilities evacuated](#)
News 13 Orlando
... Greentree Assisted Living off Forest City Road. According to reporter Erin Murray, 39 people were placed on a LYNX Orlando bus and evacuated...
- September 24 [Amazon headquarters bid: a prime opportunity for Central Florida](#)
Orlando Sentinel
Mass transit might be Orlando's Achilles heel. LYNX, the region's bus system, doesn't have a dedicated funding source, which limits its reach and ...

LYNX Board Agenda

- September 27 [LYNX buses evolve, improve, deserve more support](#)
Orlando Sentinel
Lynx is also evolving. Every bus now has Wi-Fi — as well as GPS tracking that allows smartphone users to see where their buses are and when they'll ...
- October 5 [Major companies willing to hire Puerto Ricans fleeing into Central Florida](#)
WKMG Orlando
ORLANDO, Fla. - From LYNX Transportation to Walt Disney World Resorts, companies all over Central Florida are offering jobs to some of the 100,000 ...
- October 6 [LYNX helping Puerto Ricans with bus passes and jobs](#)
Orlando Rising
Since Tuesday, [LYNX](#) staffers have handed out 137 free, 30-day passes and discussed job opportunities with Puerto Rico hurricane
- October 9 [Dialysis patient says ACCESS LYNX service makes him late to his treatments](#)
WKMG Orlando
ORLANDO, Fla. - An Orlando man who depends on public transportation to get him to his medical appointments said the Access Lynx bus service has ...
- [Bill Sublette kicks off campaign for Orange County mayor](#)
Orlando Sentinel
... be to improve public transportation in the county, which he said could be done by guaranteeing a dedicated funding source for the LYNX bus system.
- October 10 [Major companies willing to hire Puerto Ricans fleeing into Central Florida](#)
Click Orlando
Up to 100,000 Puerto Ricans expected to move to area after Hurricane Maria
- [¿Cómo y dónde buscar ayudas para boricuas que llegan a la Florida?](#)
El Sentinel
El azote del huracán María en Puerto Rico no solo ha dejado a la isla en una precaria situación, sino que ha forzado a otros estados como la Florida...

October 11

New Transit Technology to Transform UCF Downtown and Beyond Orlando Business Journal Subscriber Only Article

It may sound like a scene from a science fiction story: more than 66,000 [University of Central Florida](#) students heading to and from class on a driverless shuttle that automatically stops at crosswalks for pedestrians and cyclists, talks to traffic signals via sensors and gets powered up at charging stations.

But it's really not that far in the future, as a new \$12 million federal grant will let Central Florida test some intelligent transportation system technologies aimed at enhancing pedestrian safety and easing congestion.

And it may put Orlando on the map as a transit exploration hub, bolstering the region's technology presence and perhaps even transforming the whole region.

The Federal Highway Administration awarded the grant to a team including the [Florida Department of Transportation](#), UCF and MetroPlan Orlando, the region's metropolitan planning organization. The group's role will be to test several smart transportation technologies locally and make recommendations, MetroPlan announced on Oct. 5.

The programs will be created and deployed between 2018 and 2019 in downtown's \$1 billion Creative Village — where UCF Downtown will open in 2019 — and at UCF's main east Orlando campus. Operation and maintenance will continue through 2021.

"It's a significant grant and there are impacts in terms of visibility and establishing UCF at the forefront of this technology around the country," economist [Sean Snaith](#) said. "This may be a seed that will grow something special, like how the [UCF] medical school became a huge part of Medical City," in Lake Nona, Snaith said, adding UCF's project is smaller in scale but can grow. The high-tech solutions also may resolve UCF's existing parking issues. Plus, Creative Village — which is expected to be a local digital media industry hub — is being developed as a transit-oriented development. The community already is set to have a Lymmo rapid-bus transit line through LYNX, the [Central Florida Regional Transportation Authority](#), and will be close to downtown's SunRail commuter train stops.

"UCF is a good test bed; it's like a small city itself," said [Eric Hill](#), MetroPlan Orlando director of transportation management and operations. "We can show how it would work in a controlled environment and roadway network out there with lots of pedestrians."

The transit technology may help attract more firms like as Luminar Technologies Inc., which has a 50,000-square-foot manufacturing and production facility in [Central Florida Research Park](#) that develops cameras and sensors for self-driving cars, known as LiDAR.



METROPOLITAN ORLANDO

The East Orlando deployment area that will test the new transportation technology.

“I’m encouraged to hear they’ve received this grant and see more great minds getting to work on transportation technology,” said [Jason Eichenholz](#), Luminar Technologies co-founder and chief technology officer, a longtime veteran of the local photonics industry.

Here’s a closer look at what UCF will test:

- PedSafe, which digitally connects vehicles, people and traffic lights to develop a pedestrian- and bicycle-collision avoidance system
- GreenWay, which uses sensors and new traffic-signal technology to help the transportation system quickly adapt to real-time traffic conditions
- SmartCommunity, a transportation management system that shares travel-time data of various transit systems so people can see what is quicker

Use of these technologies may resolve multiple issues in safety and efficiency with less delays, frustration and accidents, Mohamed Abdel-Aty, engineering professor and chairman of the Civil, Environmental and Construction Engineering Department, who leads UCF’s Smart Cities initiative, told *Orlando Business Journal*.

“UCF will have connected shuttles and we are even bringing up having autonomous cars on campus,” he said.

October 14

[LYNX releases real-time bus tracker app](#)

Bungalower

The Central Florida Regional Transportation Authority, or “LYNX” to her friends, has just released a new real-time bus tracker app. The free app allows ...

October 20

Here's what Orlando's Amazon HQ2 proposal highlights Orlando Business Journal Subscriber Only Article

The 68-acre, \$1 billion Creative Village development, which will be anchored by a new University of Central Florida campus, is at the forefront of Orlando's proposal to lure in the big catch— Amazon.com Inc.'s (NYSE: AMZN) second headquarters, known as HQ2.

One of the major focal points of the city of Orlando's proposal is highlighting the collaboration and partnership our community is known for, Orlando spokeswoman Cassandra Lafser told *Orlando Business Journal*. "Through partnerships across party lines with other local governments, together with our regional agencies, we have secured funding and invested in top-ranked infrastructure, including \$10 billion in transportation infrastructure; state-of-the-art sports and cultural venues and the creation of a downtown campus for UCF that will bring more than 7,000 students to downtown's Creative Village."

Downtown Orlando's planned Creative Village is one of the ideal locations the Orlando Economic Partnership and the city previously confirmed that they



identified as a potential site for HQ2, as well as the [future NeoCity tech campus](#) in Osceola County, land adjacent the [Tupperware SunRail station](#) and [Lake Nona](#).

"These partnerships speak to Orlando's commitment to build on the strong foundation that exists today and continue to evolve into a city of the

future, which we look forward to Amazon being a part of," Cassandra said.

The city played a major part in UCF Downtown becoming a reality. Last year, the city of Orlando agreed to hand over ownership of 15 acres at the intersection of Parramore Avenue and Livingston Street to UCF, hand over ownership of the Center for Emerging Media building, realign and renovate Livingston Street, conduct storm water improvements, lease the 603-space Centroplex garage to UCF for five years, and acquire and hand over the title to the CSX rail spur parcel on the campus property, *OBJ* previously reported.

The UCF Downtown campus itself meets some of Amazon's requirements on its wish list.

[Amazon's HQ2](#) request for proposals states that it seeks 100 acres of vacant land or 500,000-plus square feet of existing office space with room to expand, as well as access to mass transit and proximity to major transportation corridors and financial incentives.

LYNX Board Agenda

Once opened in 2019, Creative Village and UCF will have access to public bus agency [LYNX's new downtown LYMMO bus service](#) that will connect people in Creative Village to the area's downtown core. It also will be near downtown Orlando's SunRail station. It also would be a good resource for Amazon to recruit talent from to fill the 50,000 jobs it expects its HQ2 to create that will pay an average annual wage of \$100,000.

And although we may not be as transit-oriented as some of our competitors, we have the expansion of the \$1.3 billion commuter rail SunRail, the \$2.3 billion revamping of Interstate 4 being the state's largest infrastructure project and the future high-speed Brightline train that will run from South Florida to Orlando's world-class airport.

The region also recently [won an \\$11.9 million grant](#) to test high-tech transit technologies that include sensors, self-driving cars and traffic signals that communicate with shuttles at UCF's main campus and Creative Village.

Orlando, along with the other dozens of cities vying for the headquarters, all will be waiting for 2018 when Amazon announces the site it selected from the proposals.

Flip through *OBJ's* gallery of images for the new downtown campus and [see which other cities are sending proposals to Amazon.](#)

- October 21 [Influx of storm victims continues in Osceola County](#)
Osceola News-Gazette
Osceola County School District officials said they already have enrolled ...
From Lynx to the CareerSource Central Florida, a state-funded agency
- October 23 [LYNX unveils NeighborLink mobile app](#)
MetroExpress
NeighborLink is a flex-service aimed to make public transportation more accessible for residents living in less-populated areas.
- October 24 [LYNX rolls out neighborlink booking mobile application](#)
Osceola News-Gazette
LYNX operates 13 NeighborLink routes in Bithlo, Buena Ventura Lakes, Intercession City/Campbell City, Goldsboro, Kissimmee, Maitland, Pine Hills, ...

October 26

Dear Amazon: Here's how Orlando plans to land your HQ2
Orlando Business Journal
Subscriber Article Only

The Amazon.com Inc. headquarters in Seattle, with the city's Space Needle in the background.

Delve inside the highlights of our area's big proposal to woo the e-commerce giant's second headquarters. Licked, sealed and stamped.

The [Orlando Economic Partnership](#), working with the city of Orlando, sent off a proposal in an effort to land Seattle-based [Amazon.com](#) Inc.'s second headquarters, known as HQ2.



DAVID RYDER | BLOOMBERG

The Florida cities vying for HQ2 sent their proposal to Enterprise Florida, the state's economic development agency, which forwarded those packages to Amazon (Nasdaq: AMZN) on Oct. 19.

If Orlando were to attract Amazon's HQ2, it would likely be the biggest win in decades with 44,000 direct jobs, according to a new economic study done by the [Orlando Economic Partnership](#).

The partnership's study — presented to the Orlando City Council on Oct. 23 — used Implan, a model for calculating economic impact data, along with data from Amazon's own request for proposals. The group looked at a 15-year period, since that's the timeframe for HQ2's buildout, said [Dale Brill](#), [Orlando Economic Partnership](#) senior vice president of research. "The sheer volume of direct job creation, in my experience with statewide projects, is six times larger than any other project in the state's recent history," Brill told Orlando Business Journal. "It gives you a sense of the magnitude of impact this would have on our region."

Neither the partnership nor the city have made their proposal public, but

they revealed some highlights to OBJ.

Creative Village, UCF Downtown

One of Central Florida's biggest selling points is the community collaboration we're known for, Orlando spokeswoman [Cassandra Lafser](#) told OBJ. Local partnerships have brought about major investments, including the [University of Central Florida](#) campus that will anchor downtown's \$1 billion Creative Village mixed-use development, bringing more than 7,000 students to a joint UCF/Valencia College campus. Creative Village is one of the areas that officials confirmed as a possible HQ2 site, since it meets some of Amazon's requirements. Amazon's HQ2 wish list included having 100 acres of vacant land or 500,000-plus square feet of existing office space with room to expand, as well as mass transit access and proximity to major transportation corridors.

Once it opens in 2019, UCF Downtown will be near [the Central Florida Regional Transportation Authority] Lynx's new downtown LYMMO bus service that will connect Creative Village to downtown's core. It also will be close to the Lynx Central Station bus hub and two SunRail commuter train stations.

UCF also would be a good resource for Amazon to pull talent from to fill the 50,000 jobs it expects HQ2 to create — paying an average annual wage of \$100,000.

Incentives not included

Amazon's HQ2 request for proposals drew 238 bids from across North America — including one from New Jersey that's offering an eye-popping \$7 billion in subsidies, according to American City Business Journals research.

But the Orlando economic group isn't discussing incentives our region would offer.

"We are first working on a great proposal so Amazon takes notice and sees its most important requirements can be met here as far as site, talent and transportation," [Orlando Economic Partnership](#) President [Tim Giuliani](#) previously told OBJ. "Once we present the proposal, we will then advance to an incentive conversation thereafter."

Amazon's HQ2 request for proposals said financial incentives may play a role in its final decision. Ironically, it appears the Orlando region's proposal may not have included a solid number when it comes to incentives.

But local municipalities and the state have offered financial incentives to many other big companies creating jobs in the area. KMPG LLP got a \$3.8

LYNX Board Agenda

million incentive package to create 80 jobs by the end of 2019 at a new \$430 million training center in Lake Nona; [ADP](#) LLC got \$1.44 million in incentives for bringing 1,600 jobs by 2021 at a new regional headquarters in Maitland; and OneWeb LLC will receive \$1.25 million in incentives for creating 250 jobs by the end of 2019 at its new \$85 million satellite-making plant in Cape Canaveral.

Amazon Effect

The [Orlando Economic Partnership](#) conducted an analysis looking at Amazon HQ2's potential impact in a 15-year period. Here's what it would generate for our area:

44,000: direct jobs

26,300: construction jobs

17,650: management jobs

\$106.6M: in state and local taxes

\$5B: in labor

\$3.85B: in construction spending

Source: [Orlando Economic Partnership](#)

October 28

[Ticked off! @urine on bus seat](#)

Orlando Sentinel

I'm ticked off at the low life that urinated on the seat of the LYNX bus on Sunday, then exited quietly so another passenger would sit on it. They need to ...

SOCIAL MEDIA: SEPTEMBER – NOVEMBER 2017

September 1	Labor Day weekend. Survey participants: It's time to collect your All-Day Pass. LYNX Forward. Response to complaint about a bus driver. Response to complaint regarding a bus operator taking a bathroom break.
September 2	Labor Day Weekend.
September 3	Labor Day holiday schedule.
September 4	Happy Labor Day!
September 5	Hurricane preparedness.
September 6	LYNX Forward public workshops. Hurricane Irma service update.
September 7	Response to positive feedback. LYNX hurricane Irma notice. Hurricane Irma update: KnightLYNX 212 will not offer service Friday or Saturday.
September 8	LYNX Forward Caribbean Health Summit has been canceled. LYNX Forward public workshops. Hurricane Irma Update: Our Emergency Operations Center has been activated. Hurricane Irma update.
September 9	Hurricane Irma update. We're helping OUC to prepare for recovery. Hurricane Irma update: LYNX buses and Road Rangerw will be off the street at 10a. Sept 10. Hurricane Irma limited service.
September 10	All service has stopped. LYNX services will be off the street to keep all roads clear for emergency situations. Response to complaints about LYNX employees expected to drive to work during the storm. Response to complaint about the CEO. Informed employee that our CEO was at the Emergency Operations Center leading the team throughout the storm. Reminder about mandatory curfew.
September 11	Ready and waiting for when we get back on the roads. All service is still off the road. We are working to return service as safely as possible. Working to resume limited service once local curfews are lifted. Providing limited hourly service on select routes. Response to question about service. Response to question about Link 8 service.

LYNX Board Agenda

- September 12 We're back to regular service.
Please be patient as we return to normal service.
Response to complaint about Link 40 buses.
Links 13, 15 and 25 have minor detours but are servicing all stops.
Links 13, 15, 25, 21 and 37 are on detour due to down power lines and other unsafe conditions.
Evacuating residents from the Good Samaritan Society mobile home park.
- September 13 Service update: Links 13, 21 and 37 are on detour due to unsafe conditions.
Service alert: Armstrong Blvd. will be closed due to a fallen tree.
- September 14 SR 436 survey.
SunRail service is still suspended. Consider LYNX as an alternative.
In support of our partners at Citrus Connection, Links 416 and 427 will be fare-free.
LYNX Forward public workshops.
- September 15 Consider LYNX as your mode of transportation, as SunRail service continues to be suspended.
LYNX Forward workshops.
- September 16 Explore the sites that make Orlando one of the top vacation destinations in the world!
- September 17 Name that bus stop.
- September 18 Name that bus stop answer: LYMMO Lime line on Terry Avenue.
First 25 attendees to show up at LYNX Forward workshops receives an All-Day Pass.
LYNX Forward workshop at Kissimmee City Hall.
- September 19 LYNX Forward workshop at Casselberry City Hall.
- September 20 LYNX will add additional service on
- September 21 LYNX Forward Public Workshop photos.
Public Workshop 30-Day pass winner.
- September 22 Happy first day of Fall.
Service alert: Detour due to Global race energy.
- September 23 Purchase a 7 or 30-day pass and save money.
- September 24 Sunday Funday.
- September 25 Travel Training program.
Service alert: Detour due to Universal's Microsoft event.
- September 26 Service alert: Lions game detour.
LYNX SR 436 outreach event.
Service alert: bus stop relocation at Disney.

LYNX Board Agenda

- September 27 SR 436 Study survey.
Ride LYMMO to the Lions game.
Service alert: SunRail not operating due to police activity.
SunRail service back to normal.
Response to complaint about bus delays.
Response to complaint about the bus not kneeling to all customers.
- September 28 Additional service on Links 416 and 427.
- September 29 Happy National Coffee Day!
LYNX Forward Friday.
- September 30 Lions game detour.
Ride LYMMO to the Lions game.
SR 436 outreach event in Casselberry.
Links 416 and 427 added service.
- October 1 Additional service on Links 416 and 427 begins today.
- October 2 OBJ roundtable at LYNX Central Station
Response to complaint regarding Wi-Fi service on the bus.
Response to complaint about a bus operator.
Thanked customer for positive feedback about a bus operator.
Response to customer feedback regarding Link 40. Invited them to fill out the LYNX Forward survey.
Response to complaint about a NeighborLink missing a pickup.
Response to complaint about a bus operator skipping a stop.
Service alert: Detour on Hughey Avenue due to the I-4 Ultimate Project.
Our thoughts and love are with the city of Las Vegas.
Service alert: Rio Grande closure due to Jones High School homecoming.
- October 3 Columbus day schedule.
Response to complaint about Links 102 and 436 as well as flooding at Fern Park.
Response to complaint about our bus schedules.
Service alert: Michigan Street closure due to the Boone High School homecoming.
Response to complaint about a bus operator not using his seatbelt.
- October 4 SR 436 survey.
Service alert: I-4 closure affecting Links 38 and 50.
Thanked customer for notifying us about an accident.
Service alert update: I-4 has reopened.
- October 5 Throwback Thursday.
Service alert: LYMMO Grapefruit line detour.
SR 436 outreach event at Baldwin Park.
- October 6 January proposal.
Service alert: weekend detours.
Ride LYMMO to Orlando City Stadium for the USA v PAN match.
Reminder: SR 436 outreach event at Baldwin Park.
- October 7 Columbus day schedule.

LYNX Board Agenda

October 8	Sunday Funday.
October 9	Normal schedule on Columbus Day.
October 10	Be sure to have money/pass in hand before boarding the bus.
October 11	SR 436 survey.
October 12	Throwback Thursday. Real-time bus app announcement.
October 13	Service alert: downtown street closures due to the Come out with pride parade. LYNX Forward Friday.
October 14	Service alert: downtown Orlando street closures due to come out with pride parade. LYNX bus tracker app.
October 15	Service alert: Detour at Orlando City Stadium due to Lions game. Ride LYMMO to the Lions game.
October 16	LYNX bus tracker app.
October 17	Public workshop/hearing at Kissimmee City Hall. Response to customer complaint regarding a passenger. Response to complaint regarding a bus operator skipping a bus stop. Response to question regarding the LYNX bus tracker app. Response to concern about an issue with the bus tracker app.
October 18	Public workshop/hearing at LYNX Central Station.
October 19	Public workshop/hearing at Altamonte City Hall.
October 20	LYNX Forward Friday. Response to customer concern regarding the elimination of NeighborLink 652. Service alert: several detours throughout the weekend. Referred to the website for service detours.
October 21	LYNX ID services open from 9a-1p. Reminder about weekend detours.
October 22	Real-time bus tracker.
October 23	Response to complaint about service delays. Response to customer feedback about the LYNX bus tracker app. Technology projects video. Launched NeighborLink mobile app.
October 24	Solar tree at LYNX Central Station.
October 25	Fall weather. Response to concern regarding the NeighborLink phone system. Updated a customer letting him know our phone system was modified to prevent dropped calls and additional staff was added to assist with call hold times. Response to question about the fare for NeighborLink. Service alert: Bay changes at Disney Springs transfer center. Service alert: Terry Avenue bus stop relocation.

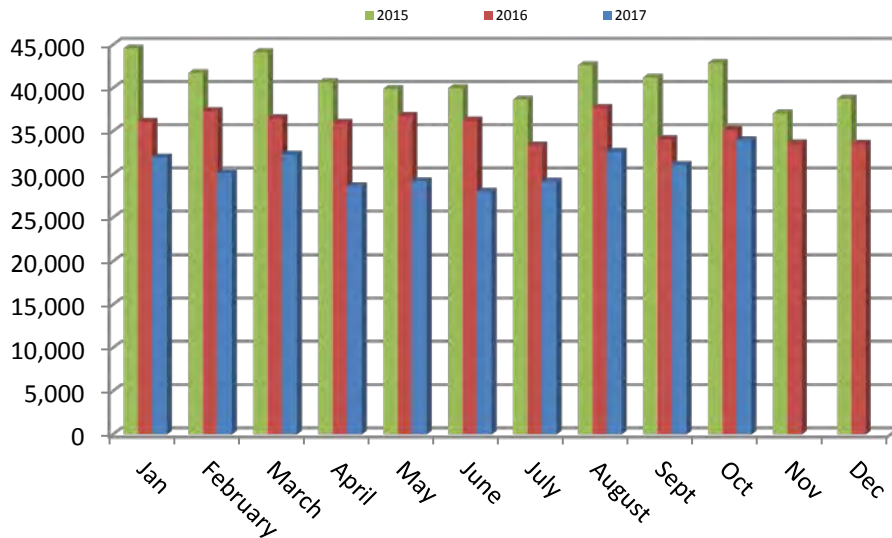
LYNX Board Agenda

- October 26 Throwback Thursday.
- October 27 Orlando Business Journal innovations in tech award.
Weekend detours.
- October 28 Mobility week.
- October 29 LYNX Chair Viviana Janer Instagram Takeover.
- October 30 Mobility week awareness event at LYNX Kissimmee Intermodal Station.
Response to customer feedback about the LYNX bus tracker app.
Response to complaint regarding a bus operator.
Response to customer feedback about the LYNX bus tracker app.
SR 436 survey.
Response to complaint about bus delays due to a FEMA event.
Service alert: New bus stop at Universal Orlando employee lot.
LYNX Operator win operator of the year award.
LYNX Marketing team wins two first place awards.
- October 31 Happy Halloween.
Try Transit Thursday.
Response to question about Try Transit Thursday.
Response to question about the new bus stop at Universal's employee lot.
Response to LYNX Chair Instagram Takeover post.
Response to complaint about ACCESS LYNX phone system.
LYNX Chair Vivian Janer Instagram Takeover.
Proterra bus demonstration.
Response to customer feedback about the LYNX bus tracker app.

Social Media Usage	September 2017	October 2017
Facebook Likes	4,788	4,817
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	90,979	79,608
Twitter Followers	4,997	5,038
WEBSITE Usage		
Total Page Views	705,508	777,739
Total User Visits	101,556	106,561

CUSTOMER SERVICE

Fixed Route Calls



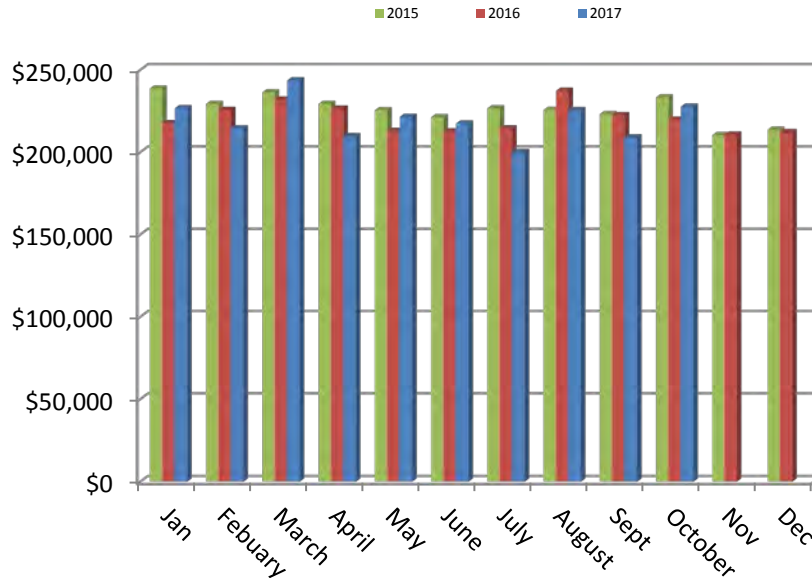
	2015	2016	2017
September	41,225	34,093	31,105
October	42,902	35,171	33,960

Lost & Found Percentage of Recovered



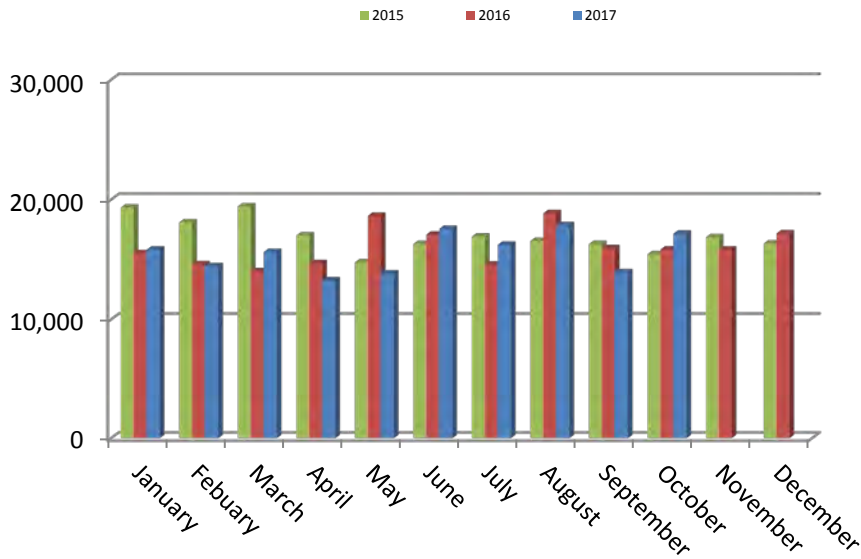
	2015	2016	2017
September	30.87%	36.70%	25.78%
October	31.50%	52.10%	23.60%

Fare Media Sales at LCS



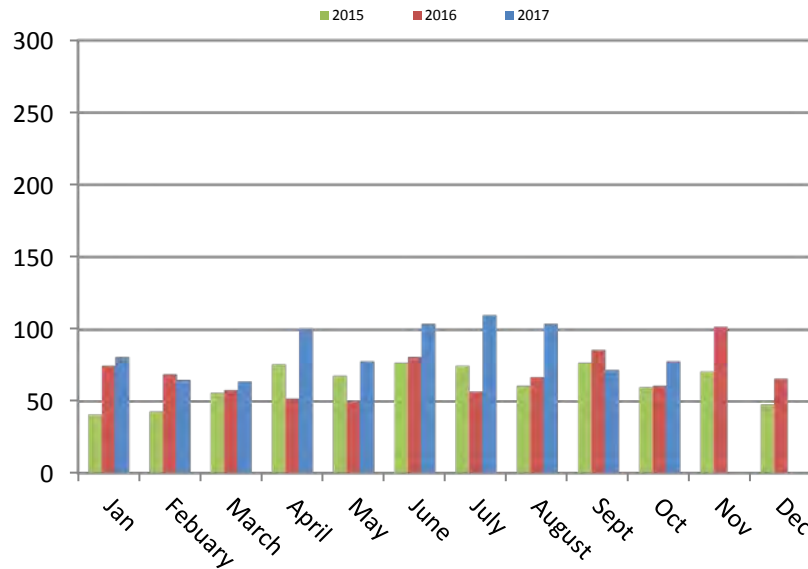
	2015	2016	2017
September	\$223,036	\$222,396	\$208,861
October	\$233,214	\$219,586	\$227,651

Customers Served at LCS



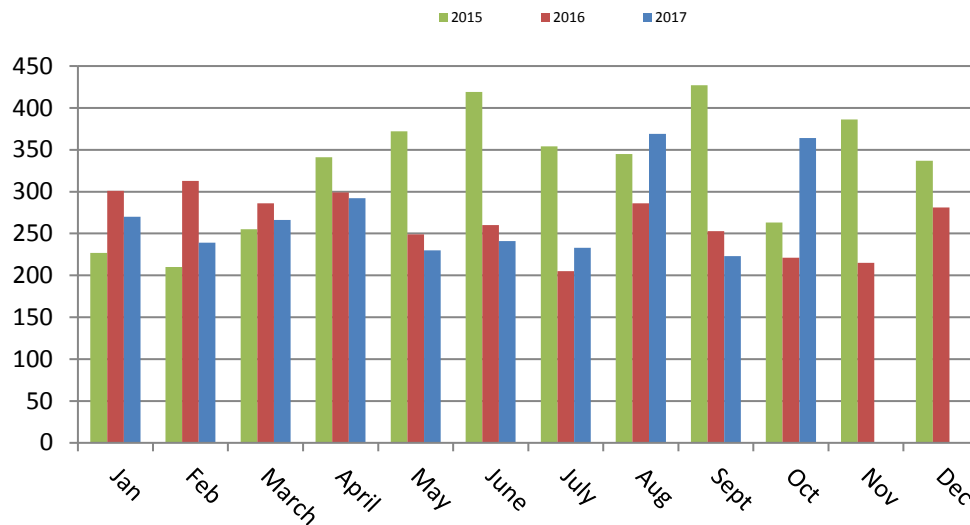
	2015	2016	2017
September	16,292	15,938	13,935
October	15,438	15,832	17,155

Paratransit Concerns



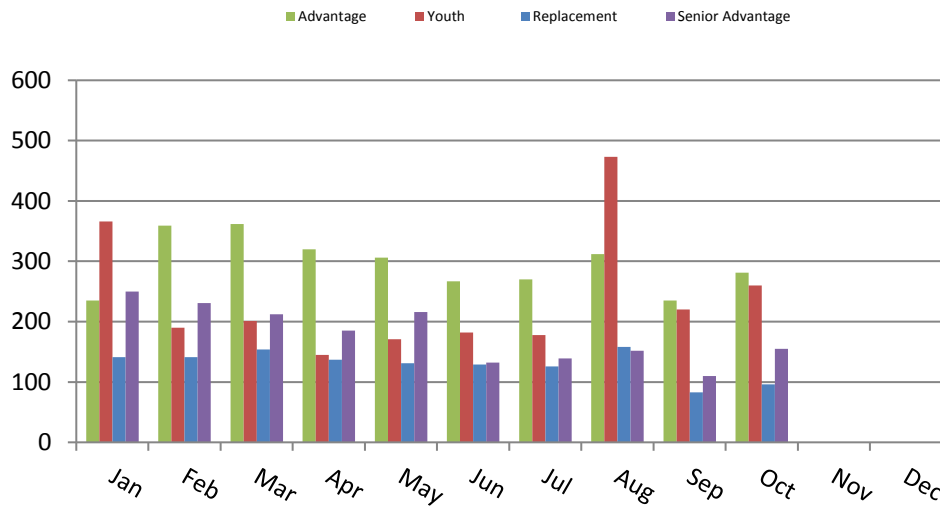
	2015	2016	2017
September	77	86	72
October	60	61	78

Fixed Route Concerns



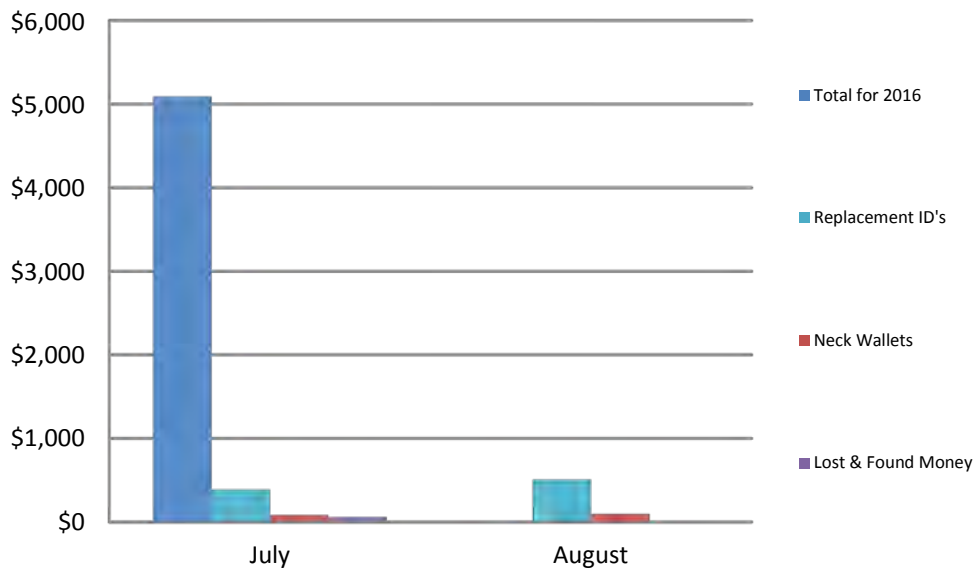
	2015	2016	2017
September	427	253	223
October	263	221	364

IDs ISSUED in 2017



	2015	2016	2017
September	1221	897	648
October	1117	854	792

Income Generated Revenue



	Replacement ID's	Neck Wallets	Lost & Found Money
September	\$349	\$66	\$32
October	\$346	\$80	\$10

Monthly Report B: Ridership Report

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
Clifford Satter
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: FY2017 Ridership Report through September 2017

Date: 12/7/2017

SEPTEMBER 2017 RIDERSHIP OVERVIEW AND HIGHLIGHTS

Total system-wide ridership in September 2017 was 1,943,393. This represents a decrease of 14.27% over the previous year (September 2016).

YEAR TO DATE (SEPTEMBER 2017)

<i>Service Mode</i>	<i>Oct-Sep(FY2016)</i>	<i>Oct-Sep(FY2017)</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	733,901	682,015	-7.07%
LYMMO (GRAPEFRUIT LINE)	486,866	415,149	-14.73%
LYMMO (LIME LINE)	59,371	68,773	15.84%
LYMMO (NORTH QUARTER)	36,378	43,003	18.21%
REGULAR FIXED-ROUTE	24,846,907	23,570,202	-5.14%
NEIGHBORLINK	171,441	149,657	-12.71%
SUBTOTAL - FIXED, NL, + LYMMO	26,334,864	24,928,799	-5.34%
SPECIAL SHUTTLE	86,040	57,945	N/A
EXPRESS LINK 208	9,950	7,727	-22.34%
ACCESS LYNX	549,569	568,061	3.36%
VANPOOL	397,998	448,791	12.76%
SUBTOTAL - OTHER SERVICES	1,043,557	1,082,524	3.73%
TOTAL ALL SERVICES	27,378,421	26,011,323	-4.99%

September Ridership Overview

Other transit agencies in Florida and around the country are experiencing decreases in ridership. For September, factors that influenced ridership include the first full month of schools in session,

partnership with Valencia College to provide free rides on LYNX vehicles, and the launching of LYNX's DoubleMap application.

LYMMO

Through September 2017, total LYMMO ridership is down by eight (8.17%) percent compared to this time last year. The drop in Orange Line ridership may still be related to riders not yet realizing that the Orange Line has been restored to its original alignment and that the North Quarter is now a separate line. The drop in Grapefruit Line ridership may be related to the long-term closure of Central Blvd. due to sewer replacement, which resulted in a detour of the route. The increase in ridership on the Lime Line may be related to the extension of the route to the new Creative Village in Parramore. The increase in ridership on the North Quarter Line may be related to the extension of the route to LYNX Central Station.

NeighborLink

Ridership on the 13 NeighborLink services in September was 10,065. This was 4,024 (12.71%) fewer riders than September 2016.

VanPool

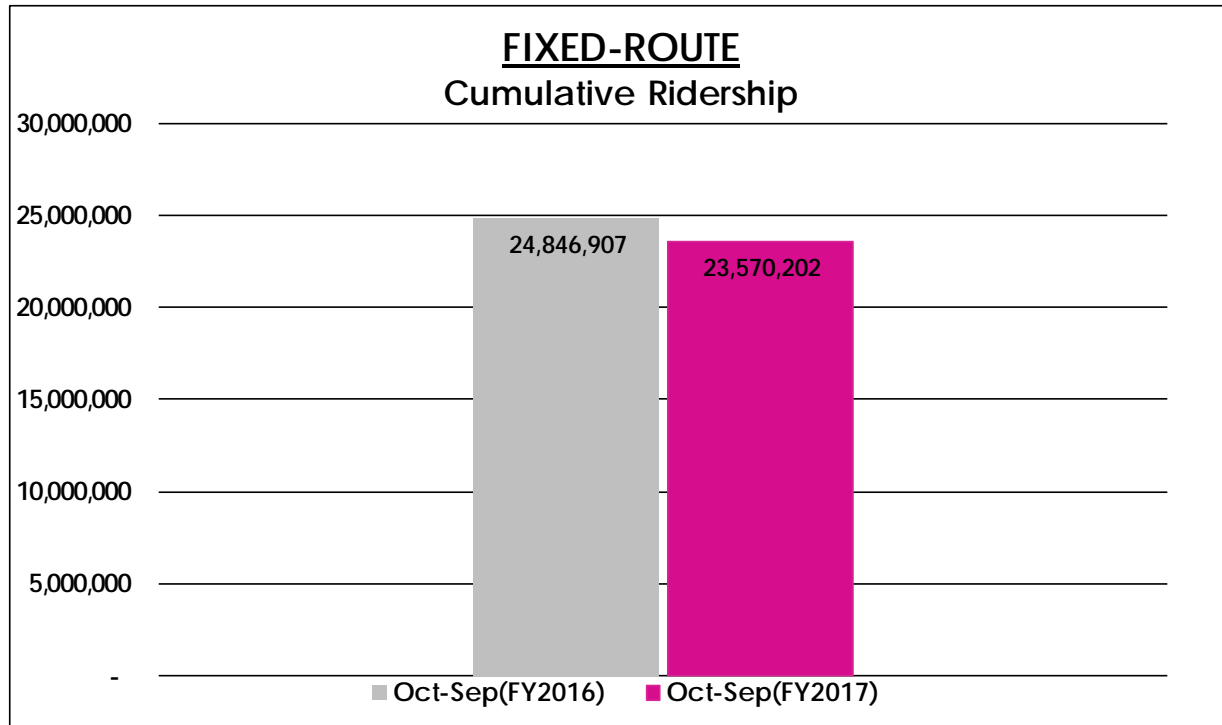
The number of vanpools in service has increased over the last fiscal year giving LYNX an approximate thirteen (12.76%) percent increase in ridership so far this year. In September 2017 there were 181 vehicles in service compared to 157 vehicles in September 2016.

Fixed-Route

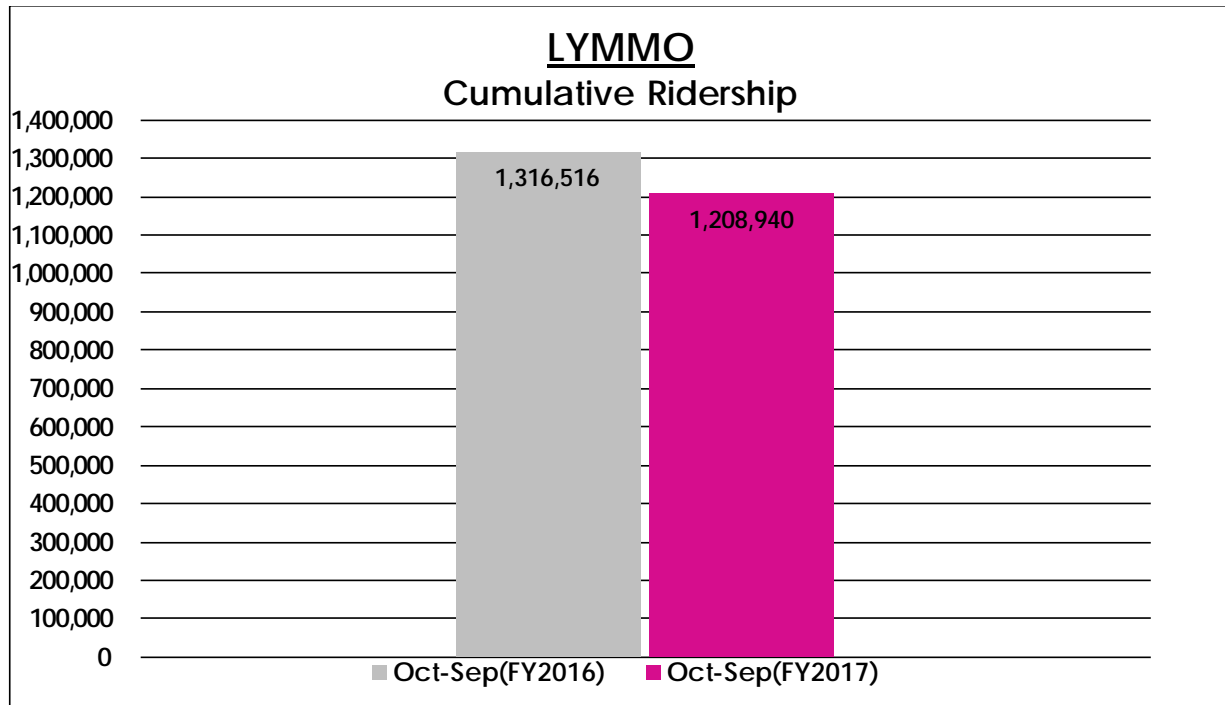
Fixed route ridership continues to fall short of FY 2016 ridership by approximately five (5.14%) percent. The primary reason may be related to a continuance of low fuel costs, increased traffic congestion which leads to decreased on-time performance for the fixed-route system. Other factors may also include an improving economy and a system shut-down for approximately 24 hours due to Hurricane Irma.

ACCESS LYNX

ACCESS LYNX ridership is up by three (3.36%) percent over fiscal year 2016 through September 2017. Part of this increase may be attributed to the rollout of the ACCESS LYNX mobile application that was released in August 2017.

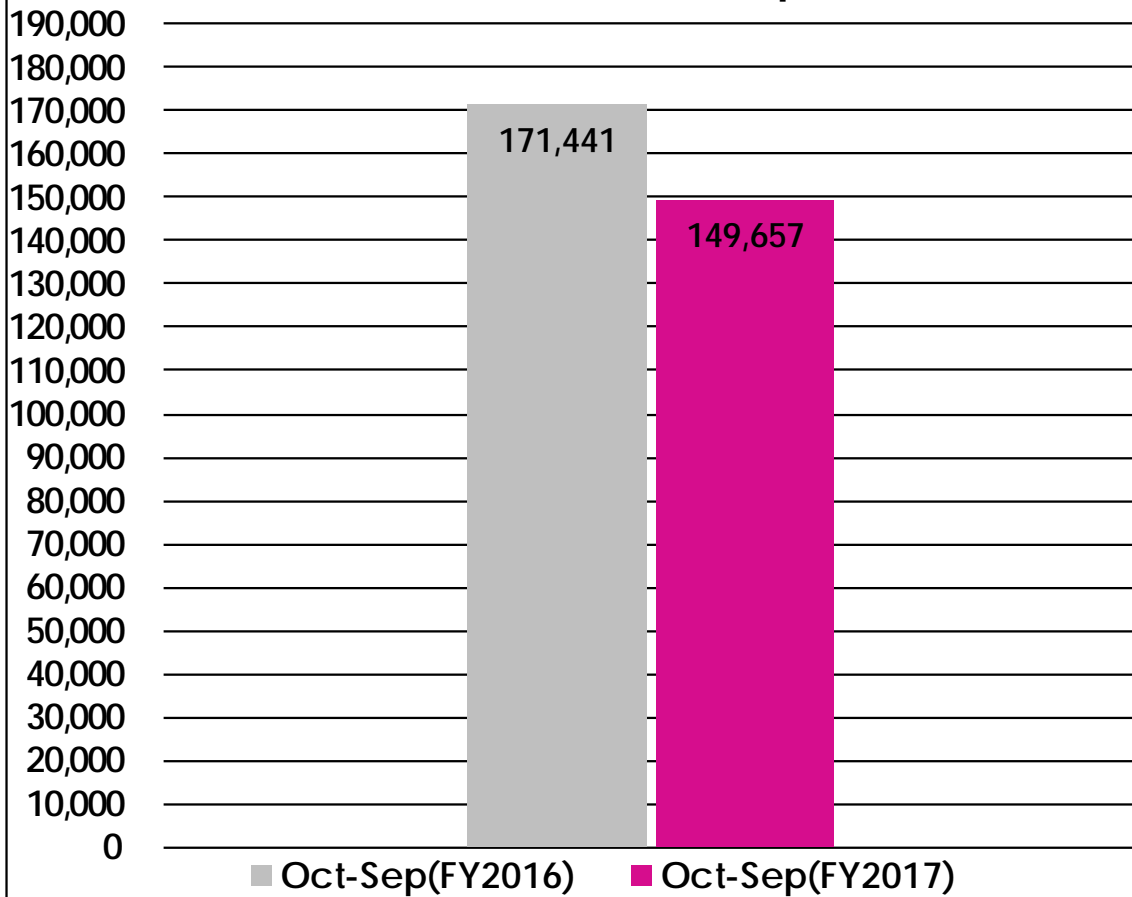


Period	FY TOTAL	Retail Gasoline Prices in Florida	Sep-16	Sep-17	Change
Oct-Sep(FY2016)	24,846,907	Source: U.S. Energy Info Administration	\$2.33	\$2.76	18.65%
Oct-Sep(FY2017)	23,570,202				
Change (%)	-5.14%				

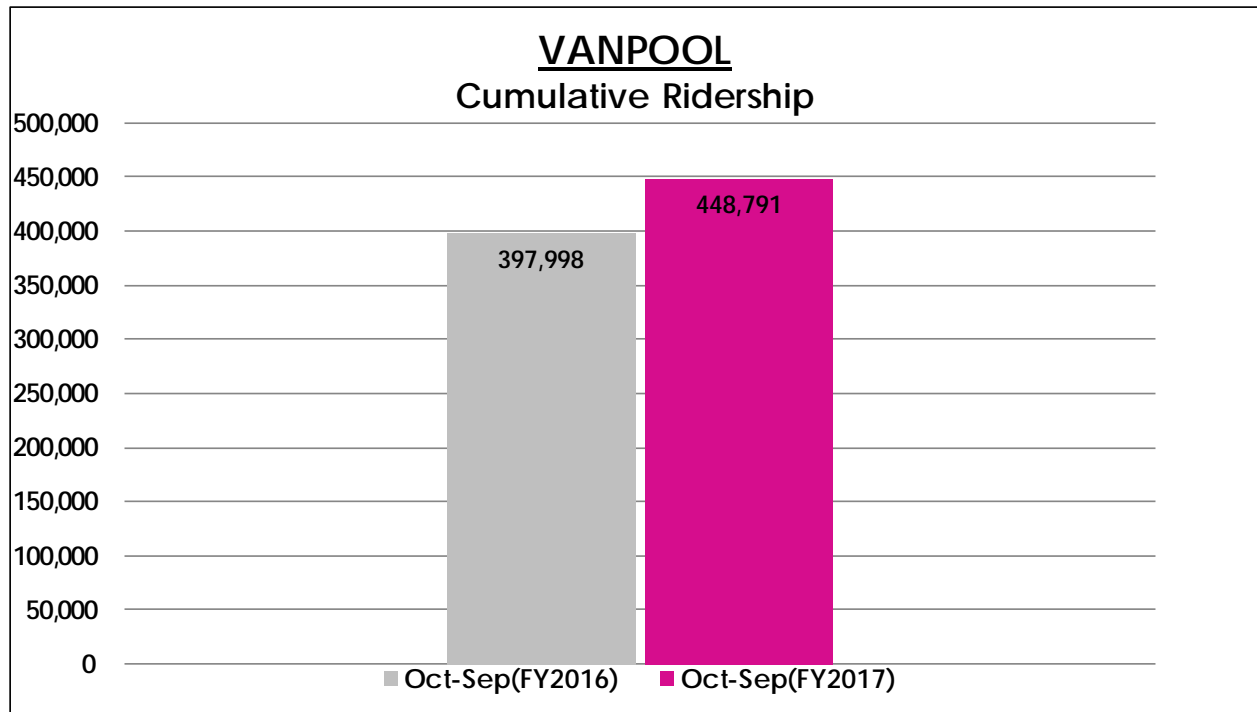


Service Mode	FY 2016	FY 2017	% Change
LYMMO (ORANGE - Downtown)	733,901	682,015	-7.07%
LYMMO (GRAPEFRUIT)	486,866	415,149	-14.73%
LYMMO (LIME)	59,371	68,773	15.84%
LYMMO (N. QUARTER CIRCULATOR)	36,378	43,003	18.21%
TOTAL	1,316,516	1,208,940	-8.17%

NEIGHBORLINK Cumulative Ridership

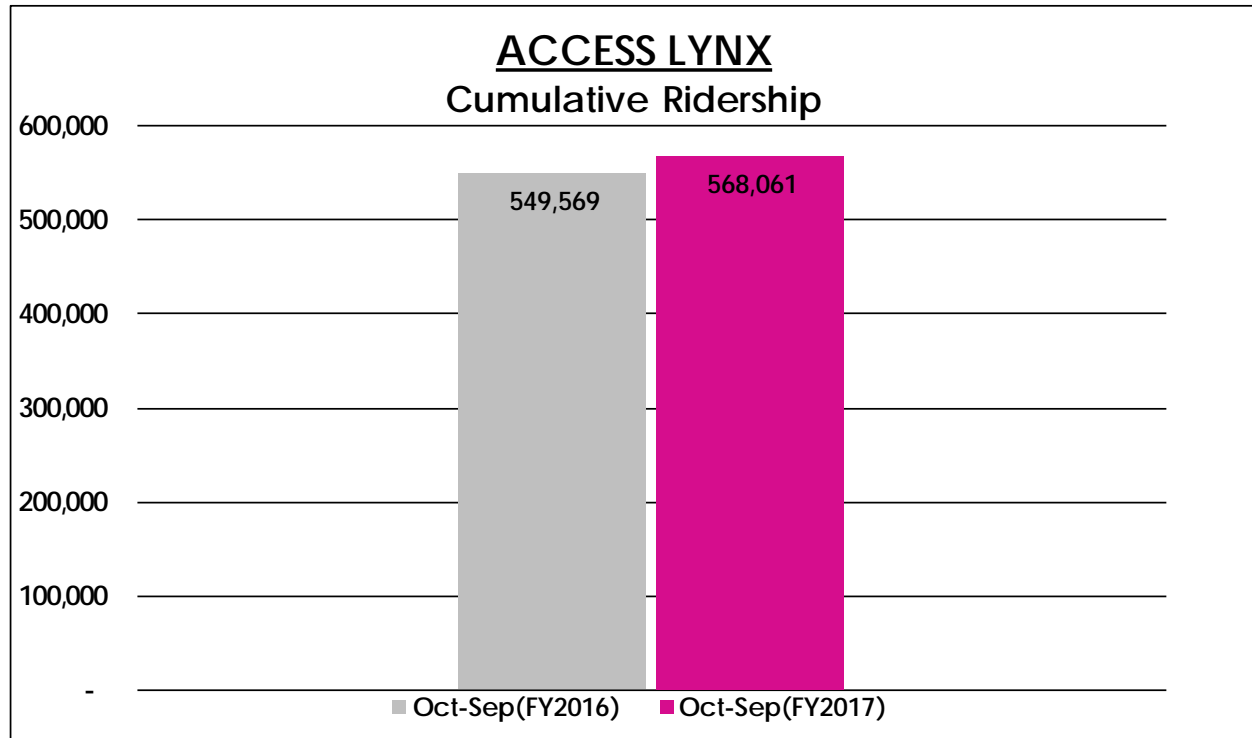


<i>Period</i>	<i>FY TOTAL</i>
Oct-Sep(FY2016)	171,441
Oct-Sep(FY2017)	149,657
Change (%)	-12.71%



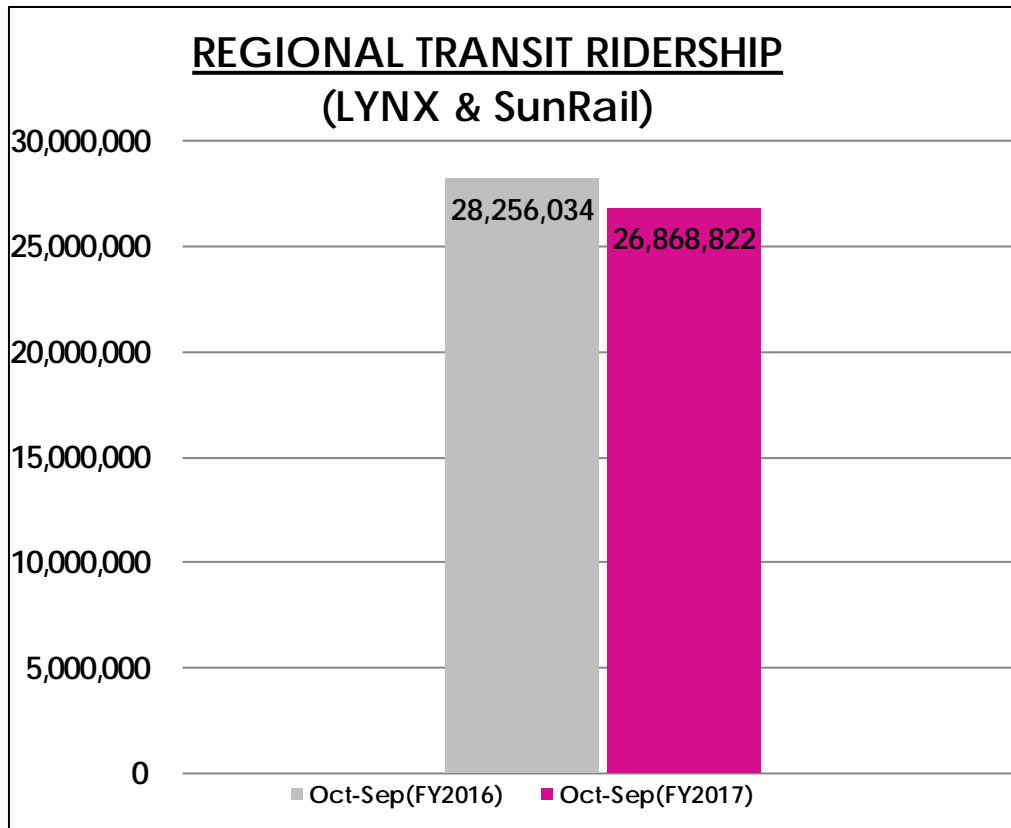
Period	FY TOTAL
Oct-Sep(FY2016)	397,998
Oct-Sep(FY2017)	448,791
Change (%)	12.76%

Vehicles Operated in Maximum Service	Sep-16	Sep-17	Change
Vehicles Operated	157	181	15.29%




Period	FY TOTAL
Oct-Sep(FY2016)	549,569
Oct-Sep(FY2017)	568,061
Change (%)	3.36%

Dates	Medicaid Policy Changes
August 1, 2014	Medicaid clients living in nursing homes were no longer eligible.
October 1, 2014	All Medicaid recipients were switched to HMO.
March 1, 2015	Only transports Medicaid recipients who are eligible either through the Americans with Disabilities Act (ADA), Transportation Disadvantage (TD), or are 80 years and older.




<i>Period</i>	<i>FY TOTAL</i>
Oct-Sep(FY2016)	28,256,034
Oct-Sep(FY2017)	26,868,822
Change (%)	-4.91%

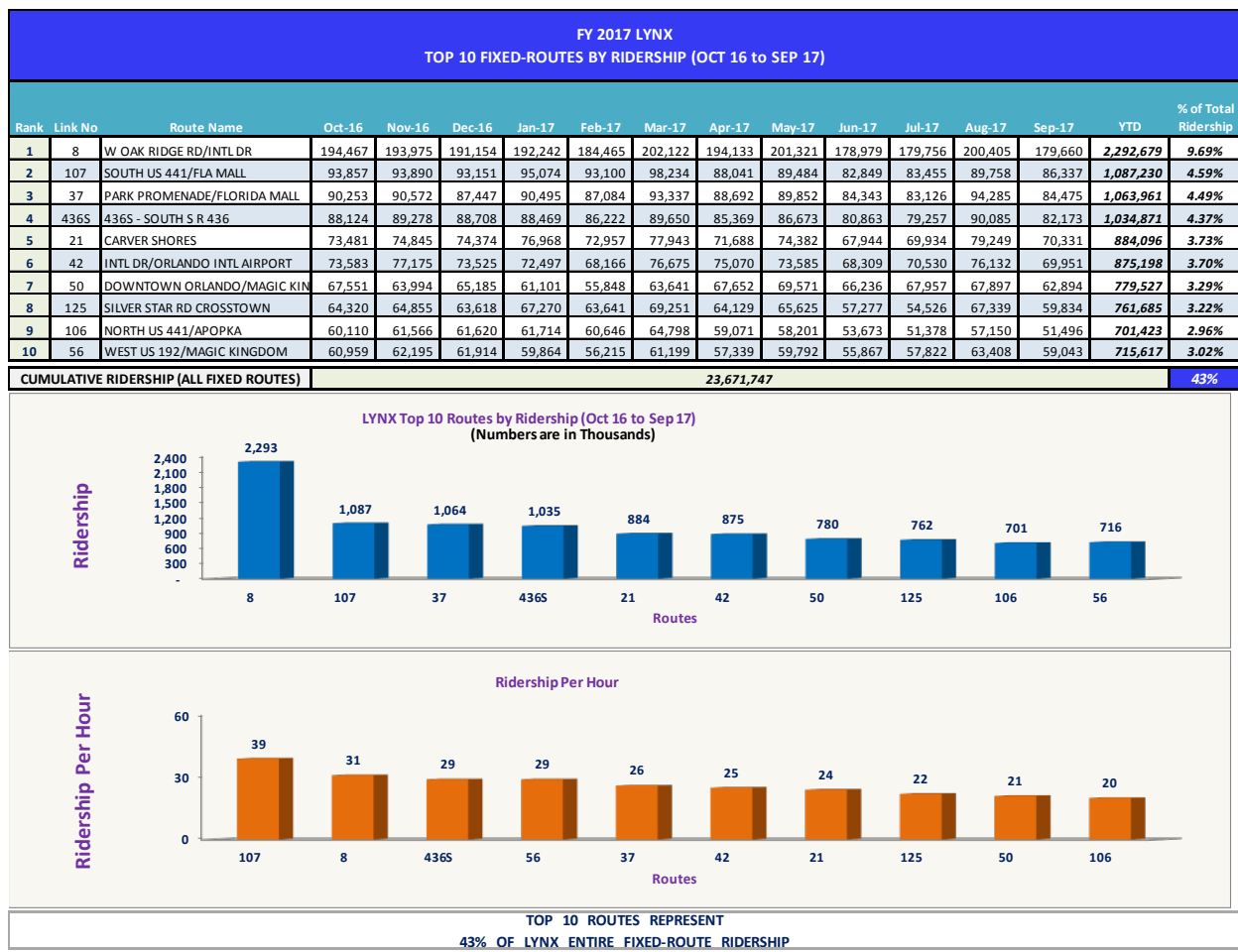
SUNRAIL

SunRail Monthly Ridership by Station													
	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Days of Operation	21	20	21	22	21	21	25	20	22	22	20	23	15
SunRail Station	Ridership Totals												
DeBary	7,370	6,645	7,616	8,916	8,495	8,911	11,657	7,574	8,094	8,638	8,338	7,964	4,538
Sanford	4,987	4,575	5,153	5,539	5,106	5,047	6,806	4,794	4,943	5,399	5,167	5,311	2,839
Lake Mary	6,445	6,143	6,821	7,627	6,684	6,503	9,533	6,971	6,474	6,973	6,628	6,709	3,746
Longwood	4,552	4,215	4,900	5,430	4,963	4,961	6,656	4,639	4,829	4,840	4,485	4,711	2,927
Altamonte Springs	4,699	4,440	4,984	5,472	5,034	5,069	6,723	4,553	4,701	5,107	4,597	5,088	2,965
Maitland	2,946	2,717	2,990	3,170	3,515	3,370	5,207	3,332	3,516	3,378	3,158	3,447	1,928
Winter Park	5,407	5,131	6,608	11,164	7,171	7,340	14,185	6,941	6,082	7,348	7,344	6,484	3,566
Florida Hospital/Health Village	3,681	3,494	3,827	3,872	3,892	4,108	5,290	3,994	4,422	4,568	4,379	4,463	2,544
LYNX Central Station	8,151	7,662	8,240	8,357	7,416	7,687	9,503	7,969	8,737	8,524	7,746	8,663	4,960
Church Street Station	7,154	6,466	7,313	8,001	7,788	8,391	12,136	7,924	8,284	8,754	7,170	8,132	4,885
Orlando Health/Amtrak	2,673	2,531	2,646	2,006	2,854	2,677	3,417	2,698	2,865	2,741	2,406	2,703	1,643
Sand Lake	8,047	7,186	8,267	9,349	8,627	8,766	12,093	8,230	8,644	9,270	8,660	9,134	5,267
Monthly Station Total	66,112	61,205	69,365	78,903	71,545	72,830	103,206	69,619	71,591	75,540	70,078	72,809	41,808
Average Daily Station Total	3,148	3,060	3,303	3,587	3,407	3,468	4,128	3,481	3,254	3,434	3,504	3,166	2,787

SUNRAIL FEEDER BUS

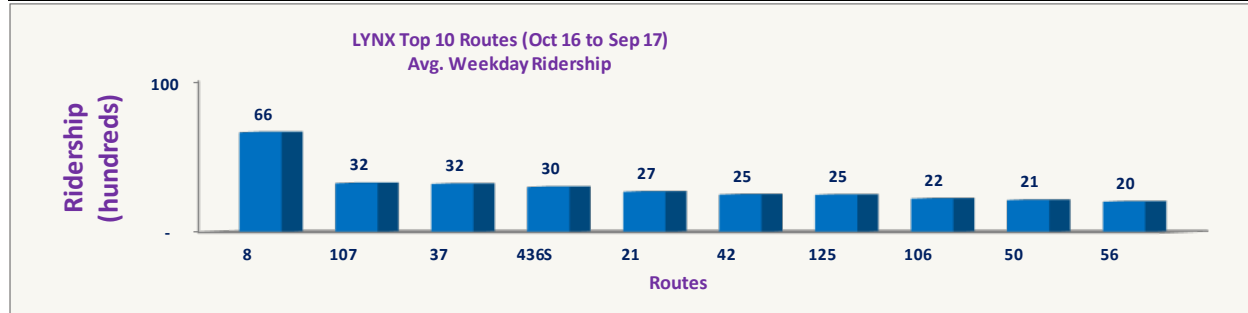
	Fixed-Route Average Daily Boardings & Alightings by SunRail Station Area												
	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Days of Operation	22	23	21	22	21	21	25	20	22	22	20	23	15
SunRail Station	Ridership Totals												
Sanford	438	515	350	450	473	490	435	427	455	406	466	401	372
Lake Mary	88	113	90	104	58	104	99	112	124	112	105	57	82
Longwood	62	66	64	67	70	69	77	56	57	49	50	58	78
Altamonte Springs	157	148	191	184	167	200	205	145	167	169	158	205	156
Maitland	18	20	21	15	19	22	18	27	21	24	18	21	15
Winter Park	203	246	225	255	295	288	270	356	346	343	265	245	297
Florida Hospital/Health Village	456	479	390	319	424	458	350	466	446	448	414	432	472
LYNX Central Station													
Church Street Station													
Orlando Health/Amtrak	18	28	18	26	19	15	22	21	19	20	29	12	30
Sand Lake Road	279	272	289	246	255	293	276	265	357	319	319	290	262
Total - All Stations	1,719	1,887	1,638	1,666	1,780	1,939	1,752	1,875	1,992	1,890	1,824	1,721	1,764

Large increases were seen at Winter Park Station and Orlando Health/Amtrak Station. At Winter Park Station, the increase may attributed to the improvement to Link 1 that were made earlier in the year to better serve the Maitland area.



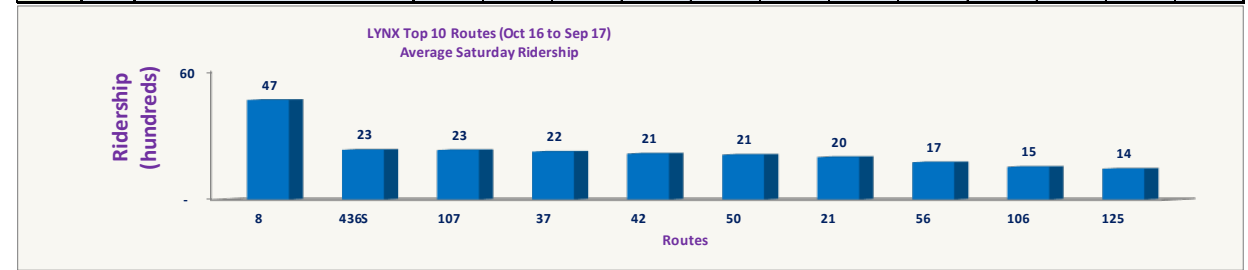
**FY 2017 LYNX TOP 10 FIXED-ROUTES
AVERAGE WEEKDAY RIDERSHIP (OCT 16 to SEP 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
1	8	W OAK RIDGE RD/INTL DR	7,027	7,290	6,970	7,091	7,340	7,152	7,329	7,218	6,474	5,913	5,100	4,224
2	107	SOUTH US 441/FLA MALL	3,435	3,633	3,305	3,566	3,789	3,510	3,328	3,291	3,089	2,472	2,528	2,712
3	37	PARK PROMENADE/FLORIDA MALL	3,323	3,496	3,239	3,407	3,538	3,354	3,431	3,266	3,124	2,472	2,695	2,769
4	436S	436S - SOUTH S R 436	3,275	3,460	3,319	3,370	3,534	3,267	3,364	3,270	3,063	2,057	1,918	1,776
5	21	CARVER SHORES	2,746	2,871	2,739	2,913	2,960	2,820	2,751	2,745	2,539	2,486	2,129	2,213
6	42	INTL DR/ORLANDO INTL AIRPORT	2,531	2,827	2,629	2,630	2,683	2,680	2,810	2,570	2,412	2,181	2,025	1,666
7	125	SILVER STAR RD CROSSTOWN	2,523	2,610	2,467	2,662	2,684	2,600	2,613	2,540	2,215	2,071	2,091	2,370
8	106	NORTH US 441/APOPKA	2,263	2,429	2,327	2,332	2,474	2,343	2,346	2,217	1,995	1,849	1,803	2,008
9	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,211	2,202	2,173	2,044	2,031	2,111	2,303	2,282	2,265	2,051	1,865	1,726
10	56	WEST US 192/MAGIC KINGDOM	2,018	2,226	2,141	2,092	2,116	2,081	2,028	2,041	1,948	1,643	1,904	1,722



**FY 2017 LYNX TOP 10 FIXED-ROUTES
AVERAGE SATURDAY RIDERSHIP (OCT 16 to SEP 17)**

Rank	Link No	Route Name	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
1	8	W OAK RIDGE RD/INTL DR	5,134	5,044	4,973	4,785	5,217	5,185	5,245	5,103	4,959	3,513	3,432	3,248
2	436S	436S - SOUTH S R 436	2,613	2,648	2,360	2,346	2,489	2,404	2,415	2,341	2,405	2,034	2,032	1,785
3	42	INTL DR/ORLANDO INTL AIRPORT	2,562	2,616	2,259	2,159	2,242	2,421	2,369	2,489	2,413	1,485	1,369	1,383
4	107	SOUTH US 441/FLA MALL	2,546	2,348	2,257	2,345	2,386	2,542	2,520	2,238	2,178	2,327	2,409	1,633
5	37	PARK PROMENADE/FLORIDA MALL	2,396	2,388	2,291	2,249	2,484	2,462	2,439	2,374	2,312	2,336	1,601	1,549
6	50	DOWNTOWN ORLANDO/MAGIC KINGDOM	2,259	2,190	1,975	1,974	2,055	2,066	2,367	2,273	2,182	2,212	1,686	1,933
7	21	CARVER SHORES	2,057	2,208	2,124	2,041	2,223	2,107	2,140	2,066	1,919	1,676	1,694	1,569
8	56	WEST US 192/MAGIC KINGDOM	2,010	1,959	1,837	1,741	1,871	1,794	1,802	1,752	1,789	1,742	1,498	1,133
9	106	NORTH US 441/APOPKA	1,688	1,613	1,536	1,536	1,748	1,705	1,581	1,307	1,620	1,461	1,357	1,227
10	125	SILVER STAR RD CROSSTOWN	1,423	1,569	1,512	1,520	1,661	1,551	1,597	1,451	1,400	1,065	1,166	1,340



LYNX Monthly Ridership by Mode

Fiscal Year 2017													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	54,643	54,255	56,237	57,004	52,479	53,773	53,289	63,182	65,095	61,807	62,683	47,568	682,015
LYMMO (GRAPEFRUIT LINE)	31,695	34,840	33,596	34,152	32,790	32,388	31,799	37,572	32,612	33,660	42,295	37,750	415,149
LYMMO (LIME LINE)	7,849	6,577	6,100	7,403	6,306	6,602	6,357	4,176	4,473	4,061	4,830	4,039	68,773
LYMMO (CIRCULATOR)	3,886	3,470	2,996	3,180	3,426	3,390	3,955	3,353	4,075	4,071	4,257	2,944	43,003
REGULAR FIXED-ROUTE	2,018,447	2,028,206	2,008,409	2,026,282	1,942,973	2,081,060	1,952,481	2,002,790	1,850,489	1,828,871	2,065,427	1,764,767	23,570,202
NEIGHBORLINK	13,208	13,330	12,928	13,473	13,036	13,912	12,614	13,291	12,196	9,711	11,893	10,065	149,657
SUBTOTAL - FIXED ROUTE	2,129,728	2,140,678	2,120,266	2,141,494	2,051,010	2,191,125	2,060,495	2,124,364	1,968,940	1,942,181	2,191,385	1,867,133	24,928,799
SPECIAL SHUTTLES	670	5,660	7,725	23,855	-	1,601	18,434	-	-	-	-	-	57,945
EXPRESS LINK 208	604	727	796	601	480	511	524	821	693	602	768	600	7,727
ACCESS LYNX	46,490	47,956	46,737	47,936	46,326	52,682	48,850	51,047	47,846	44,212	49,003	38,976	568,061
VANPOOL	36,474	36,918	36,120	36,896	36,951	39,276	37,774	38,507	37,999	37,287	37,905	36,684	448,791
SUBTOTAL - OTHER SERVICES	84,238	91,261	91,378	109,288	83,757	94,070	105,582	90,375	86,538	82,101	87,676	76,260	1,082,524
TOTAL ALL SERVICES	2,213,966	2,231,939	2,211,644	2,250,782	2,134,767	2,285,195	2,166,077	2,214,739	2,055,478	2,024,282	2,279,061	1,943,393	26,011,323
% Change from Fiscal Year 2016 to Fiscal Year 2017													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	-22.88%	-12.14%	-8.97%	1.90%	2.06%	-0.97%	-2.30%	12.64%	-2.76%	-18.20%	-5.63%	-18.39%	-7.07%
LYMMO (GRAPEFRUIT LINE)	-35.30%	-9.34%	-1.00%	-9.21%	-19.62%	-17.37%	-3.92%	1.02%	-22.38%	-17.74%	-11.69%	-19.31%	-14.73%
LYMMO (LIME LINE)	N/A	N/A	N/A	578.55%	23.43%	-5.12%	-19.73%	-54.01%	-22.52%	-18.86%	-47.68%	-56.12%	15.84%
LYMMO (CIRCULATOR)	N/A	N/A	N/A	184.44%	-11.63%	-11.28%	4.00%	-13.49%	-15.61%	-27.12%	-11.39%	-36.88%	18.21%
REGULAR FIXED-ROUTE	-11.67%	-2.20%	-5.98%	1.15%	-3.76%	-2.11%	-4.66%	-2.56%	-6.74%	-7.92%	-1.26%	-13.40%	-5.14%
NEIGHBORLINK	-20.49%	-3.62%	-7.93%	0.15%	-8.86%	-7.12%	-13.54%	-0.69%	-10.84%	-15.03%	-21.37%	-28.56%	-12.71%
SUBTOTAL - FIXED ROUTE	-12.06%	-2.16%	-5.59%	1.37%	-3.91%	-2.41%	-4.69%	-2.33%	-7.02%	-8.59%	-1.97%	-13.99%	-5.34%
SPECIAL SHUTTLES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
EXPRESS LINK 208	-40.49%	-20.72%	-10.66%	-16.41%	-48.16%	-42.97%	-28.90%	10.20%	-20.25%	-9.88%	-14.19%	-10.71%	-22.34%
ACCESS LYNX	0.39%	14.39%	10.22%	15.00%	7.79%	14.24%	7.91%	11.90%	8.82%	8.23%	0.43%	-19.37%	3.36%
VANPOOL	15.26%	23.40%	21.20%	18.15%	13.31%	16.76%	13.94%	16.88%	12.31%	9.31%	1.65%	-3.01%	12.76%
SUBTOTAL - OTHER SERVICES	-10.68%	15.65%	19.98%	34.11%	5.93%	7.52%	19.58%	0.93%	3.29%	1.42%	-4.84%	-20.50%	3.73%
TOTAL ALL SERVICES	-12.00%	-1.53%	-4.74%	2.61%	-3.55%	-2.03%	-3.72%	-2.20%	-6.62%	-8.21%	-2.08%	-14.27%	-4.99%
Fiscal Year 2016													
Service Mode	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
LYMMO (ORANGE LINE)	70,859	61,754	61,777	55,949	51,418	54,297	54,541	56,093	66,943	75,557	66,424	58,289	733,901
LYMMO (GRAPEFRUIT LINE)	48,989	38,431	33,934	37,618	40,794	39,198	33,097	37,191	42,017	40,920	47,893	46,784	486,866
LYMMO (LIME LINE)	-	-	-	1,091	5,109	6,958	7,920	9,080	5,773	5,005	9,231	9,204	59,371
LYMMO (CIRCULATOR)	-	-	-	1,118	3,877	3,821	3,803	3,876	4,829	5,586	4,804	4,664	36,378
REGULAR FIXED-ROUTE	2,285,215	2,073,888	2,136,090	2,003,285	2,018,971	2,125,920	2,047,984	2,055,397	1,984,294	1,986,170	2,091,887	2,037,806	24,846,907
NEIGHBORLINK	16,611	13,830	14,042	13,453	14,303	14,979	14,589	13,384	13,679	13,357	15,125	14,089	171,441
SUBTOTAL - FIXED ROUTE	2,421,674	2,187,903	2,245,843	2,112,514	2,134,472	2,245,173	2,161,934	2,175,021	2,117,535	2,126,595	2,235,364	2,170,836	26,334,864
SPECIAL SHUTTLES	15,382	6,143	2,961	7,649	2,579	6,949	8,969	10,416	5,203	5,542	5,158	9,089	86,040
EXPRESS LINK 208	1,015	917	891	719	926	896	737	745	869	668	895	672	9,950
ACCESS LYNX	46,624	42,616	43,636	43,170	44,519	47,765	46,979	47,313	45,645	44,170	48,795	48,337	549,569
VANPOOL	31,645	29,917	29,803	31,227	32,610	33,637	33,153	32,945	33,835	34,112	37,290	37,824	397,998
SUBTOTAL - OTHER SERVICES	94,666	79,593	77,291	82,765	80,634	89,247	89,838	91,419	85,552	84,492	92,138	95,922	1,043,557
TOTAL ALL SERVICES	2,516,340	2,267,496	2,323,134	2,195,279	2,215,106	2,334,420	2,251,772	2,266,440	2,203,087	2,211,087	2,327,502	2,266,758	27,378,421

September Average Daily Ridership by Mode

<i>Service Mode</i>	<i>Day</i>	<i>September-16</i>	<i>September-17</i>	<i>% Change</i>
LYMMO (ORANGE LINE)	Weekday	2,295	1,924	-16.18%
	Saturday	1,316	1,317	0.03%
	Sunday	964	878	-8.89%
LYMMO (GRAPEFRUIT LINE)	Weekday	1,775	1,508	-15.01%
	Saturday	1,064	926	-12.98%
	Sunday	1,051	1,049	-0.17%
LYMMO (LIME LINE)	Weekday	384	178	-53.62%
	Saturday	130	60	-53.46%
	Sunday	126	70	-44.42%
LYMMO (NORTH QUARTER)	Weekday	173	117	-32.37%
	Saturday	139	85	-38.74%
	Sunday	94	77	-18.50%
REGULAR FIXED-ROUTE	Weekday	77,345	73,820	-4.56%
	Saturday	55,561	35,323	-36.43%
	Sunday	33,939	22,349	-34.15%
EXPRESS LINK 208	Weekday	31	29	-6.83%
	Saturday	-	-	N/A
	Sunday	-	-	N/A
ACCESS LYNX	Weekday	1,988	1,560	-21.55%
	Saturday	1,037	891	-14.04%
	Sunday	612	442	-27.82%
NEIGHBORLINK	Weekday	604	414	-31.40%
	Saturday	353	273	-22.72%
VANPOOL	Weekday	1,597	1,545	-3.26%
	Saturday	292	291	-0.34%
	Sunday	262	260	-0.76%
TOTAL <i>LYNX</i> <i>SERVICES</i>	Weekday	86,192	81,096	-5.91%
	Saturday	59,892	39,166	-34.61%
	Sunday	37,047	25,125	-32.18%

*Ridership reporting for weekday and weekend fixed-route service may have been reported on next day due to delay in farebox data retrieval.

Monthly Report C: Monthly Financial Report

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Nancy Navarro
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Monthly Financial Report - Preliminary September 30, 2017

Date: 12/7/2017

Please find attached the preliminary monthly financial report for the twelve months ending September 30, 2017. LYNX's Statement of Revenues, Expenses, and Changes in Net Assets (Operating Statement) for the twelve months ending September 30, 2017 reflect total revenue earned in the amount of \$123,365,417 and total expenses incurred in the amount of \$122,522,386 resulting in a net operating profit of \$843,031.

- Fixed route, Vanpool, and Neighbor Link services resulted in an operating profit of \$2,818,382 for the twelve months of the fiscal year.
- Paratransit services resulted in a loss of (\$1,402,391) for the eleven months of the fiscal year.

Fixed Route Operations:

The year-to-date Operating Revenues are 95% of the budgeted amount as of September 30, 2017. Customer fares are 95% or (\$1,282,454) less than the budgeted amount year-to-date.

Advertising revenue is 81% of the amount budgeted for the month of September 2017. Advertising year-to-date is 18% lower or (\$436,672) than the budgeted amount; moreover, advertising is down on a national average, but the guaranteed revenue continues to be paid monthly. Actual revenues through September 30, 2017, for advertising on buses, shelters, and in-kind (trade) transactions are \$1,292,288, \$603,174 and \$0, respectively. Direct Media's staff continue to enhance LYNX' advertising program and to increase the advertising revenue stream. Direct Media's sales staff is actively seeking new clients and working with existing clients to offer an attractive and affordable advertising program.

In an attempt to stabilize fuel cost in the future, LYNX' staff entered into a fuel hedging arrangement with Merrill Lynch Commodities, Incorporated. During the month of September 2017, LYNX locked in one hundred-twenty six percent 126% of the total monthly purchases, resulting in the cap (LYNX locked) prices higher than the future (float) prices. At this time,

LYNX Board Agenda

LYNX is 105% or (\$407,431) over than budget year-to-date. In the month of September LYNX paid an average price of \$1.91 (net) per gallon for diesel fuel and \$1.62 (net) per gallon for bio-diesel, plus fuel hedging losses which is lower than the budgeted price per gallon of \$1.64 (net). The national diesel fuel price for the month of September 2017 was \$2.44 (net).

LYNX' staff proactively seeks ways to maximize operational efficiencies and improve services. As a result, fixed route operating expenses for salaries are 7% or \$3,487,849 under budget, while fringe benefits are 4% or \$1,126,394 under budget respectively, both together remain \$4,614,243 under budget due to various vacancies as of September 30, 2017. Professional service expenses are 55% or \$3,367,311 under budget due to various planning projects that do not commence until later in the current fiscal year. Expenditures associated with other services, contract maintenance and other miscellaneous expenses are less than budget, with the exception of Taxes and Licensing due to the fuel expense overages. Collections for the CNG Royalties in the twelfth month of the fiscal year currently amounts to \$25,103.25 for CNG purchases.

Paratransit Operations:

Paratransit's operational loss for the year is currently (\$1,975,351). In March 2017, the LYNX Board of Directors approved an increase in the contract amount for MV Transportation in the amount of \$1,558,788, of which \$1,159,480 is being funded through the use of reserves. The year-to-date cost of unleaded fuel is 20% over budget or (\$328,898) for the twelve months of the new fiscal year. During the month of September 2017, LYNX locked in seventy-three percent (73%) of the total monthly purchases, resulting in cap (LYNX locked) prices higher than the future (float) prices. The fuel is budgeted at a net price of \$1.51 (net) per gallon in the FY2017 budget. LYNX is currently paying \$1.83 (net) per gallon. The national unleaded fuel price for the month of September 2017 was \$2.43 (net). An analysis of year-to-date purchased transportation trips and costs is as follows:

ACCESS LYNX			
FY2017	Trips (Year-to-Date)	Blended Trip Rate	Costs
Actual (with est.)	538,986	\$32.55	\$17,545,309
Budget (rounding)	541,320	\$30.77	\$16,654,932
Trips / Costs Under (Over) Budget	2,334	(\$1.78)	(\$890,377)

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
September 30, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 40,789,488	37,763,340
Receivables:		
Local, trade and operating assistance	2,371,275	2,707,950
Federal grants	6,441,074	16,685,721
State grants	7,906,366	7,045,586
Inventory	1,990,458	1,843,272
State fuel tax refund	113,272	143,881
Prepaid expenses and other assets	616,902	503,231
	<u>60,228,835</u>	<u>66,692,981</u>
NONCURRENT ASSETS:		
Restricted cash and cash equivalents	<u>6,611,843</u>	<u>6,479,347</u>
Property and equipment:		
Land	10,018,522	8,161,465
Buildings and shelters	95,078,964	93,606,716
BRT Roadway	6,522,100	6,522,100
Revenue vehicles	166,468,013	161,304,570
Furniture, Fixtures & Equipment	43,025,059	39,813,824
Leasehold improvements	219,390	205,476
Total property and equipment	<u>321,332,047</u>	<u>309,614,151</u>
Less: accumulated depreciation	(186,200,088)	(170,644,053)
Construction in progress	<u>26,486,964</u>	<u>24,290,666</u>
Net property and equipment	<u>161,618,923</u>	<u>163,260,764</u>
Net Pension asset	<u>-</u>	<u>6,283,485</u>
Total noncurrent assets	<u>168,230,766</u>	<u>176,023,596</u>
TOTAL ASSETS	<u>228,459,601</u>	<u>242,716,577</u>
DEFERRED OUTFLOW OF RESOURCES		
Pension Contributions	10,140,917	3,315,057
Accumulated decrease in fair value of fuel hedge instrument	<u>130,377</u>	<u>821,949</u>
	10,271,294	4,137,006

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
BALANCE SHEETS
September 30, 2017 and 2016
(UNAUDITED)

	<u>2017</u>	<u>2016</u>
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES:		
Accounts payable	\$ 6,660,609	17,751,427
Accrued salaries and related taxes	2,365,166	1,706,296
Accrued compensated absences, current	3,925,617	4,170,615
Accrued self-insurance liability, current	2,580,756	2,097,048
Leases payable, current	-	330,123
Loans payable, current	-	813,225
Unearned operating revenue	1,364,988	956,624
Unearned capital	4,667,662	4,050,060
Derivative instrument - fuel hedge	130,377	821,949
Total current liabilities	<u>21,695,175</u>	<u>32,697,367</u>
NONCURRENT LIABILITIES:		
Leases payable, long-term	3,872,473	4,440,501
Loans payable	-	-
Net Pension and OPEB Obligation	3,918,368	1,683,525
Accrued compensated absences, long-term	493,439	538,035
Accrued self-insurance liability, long-term	2,260,538	2,676,165
Total noncurrent liabilities	<u>10,544,818</u>	<u>9,338,226</u>
Total liabilities	<u>32,239,993</u>	<u>42,035,593</u>
DEFERRED INFLOW OF RESOURCES		
Pension Contributions	542,732	1,318,794
Accumulated increase in fair value of fuel hedge instrument	<u>542,732</u>	<u>-</u>
	542,732	1,318,794
NET POSITION:		
Invested in capital assets, net of related debt	157,921,034	155,042,109
Restricted	1,600,000	-
Unrestricted	46,427,136	48,457,087
Total net position	<u>205,948,170</u>	<u>203,499,196</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 238,188,163</u>	<u>\$ 245,534,789</u>

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
STATEMENT OF REVENUES AND EXPENSES
FOR THE MONTH OF SEPTEMBER 2017 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2017
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 26,167,537	25,163,399	96%	\$ 2,180,628	\$ 1,796,884	82%
Contract Services:						
Local Financial Assistance	14,788,532	14,361,664	97%	1,232,378	1,217,218	99%
Other Contractual Services	4,528,729	4,500,442		377,394	437,763	
Advertising	2,362,134	1,925,462	82%	196,845	160,029	81%
Other Operating Income	650,076	940,895	145%	54,173	170,452	315%
Total Operating Revenues	48,497,008	46,891,862	97%	4,041,417	3,782,346	94%
NONOPERATING REVENUES						
Operating assistance grants:						
State of Florida	10,273,731	10,142,756	99%	856,144	845,230	99%
Local	49,345,640	48,549,142	98%	4,112,137	4,045,763	98%
Planning and other assistance grants:						
Federal - Other	17,098,651	14,536,165	85%	1,424,888	1,383,586	97%
State of Florida - Other	3,430,553	2,686,227	78%	285,879	246,041	86%
Local Matching - Other	-	248,407	N/A	-	79,989	N/A
Interest Income	31,131	209,139	672%	2,594	37,202	1434%
Gain / (Loss) on Sale of Assets	-	101,719	N/A	-	2,601	N/A
Total Nonoperating Revenues	80,179,706	76,473,555	95%	6,681,642	6,640,411	99%
Total Revenues	128,676,714	123,365,417	96%	10,723,059	10,422,757	97%
OPERATING EXPENSES						
Salaries and Wages	48,438,862	44,931,056	93%	4,036,572	3,760,713	93%
Fringe Benefits	27,521,410	26,398,098	96%	2,293,451	2,099,600	92%
Purchased Transportation Services	18,251,224	19,844,920	109%	1,520,935	2,086,595	137%
Fuel	9,329,957	10,066,286	108%	777,496	847,782	109%
Other Materials and Supplies	7,973,395	7,857,656	99%	664,450	618,433	93%
Professional Services	6,405,833	2,924,305	46%	533,819	485,265	91%
Other Services	6,169,632	5,226,266	85%	514,136	427,961	83%
Lease and Miscellaneous Expenses	1,336,700	1,177,367	88%	111,392	74,535	67%
Casualty and Liability Insurance	2,259,277	2,151,126	95%	188,273	102,838	55%
Utilities	1,475,080	1,286,840	87%	122,923	104,702	85%
Taxes and Licenses	436,843	561,771	129%	36,404	42,309	116%
Interest Expense	101,849	96,693	95%	8,487	7,410	87%
Total Operating Expenses	129,700,062	122,522,386	94%	10,808,339	10,658,142	99%
OPERATING GAIN / (LOSS)	\$ (1,023,348)	\$ 843,031	N/A	\$ (85,280)	\$ (235,386)	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
FIXED-ROUTE, VANPOOL AND NEIGHBORLINK SEGMENT
FOR THE MONTH OF SEPTEMBER 2017 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2017
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 24,359,097	\$ 23,076,643	95%	\$ 2,029,925	\$ 1,566,147	77%
Contract Services:						
Local Financial Assistance	14,788,532	14,361,664	97%	1,232,378	1,217,218	99%
Other Contractual Services	264,716	138,054	N/A	22,060	2,994	N/A
Advertising	2,362,134	1,925,462	82%	196,845	160,029	81%
Other Operating Income	650,076	940,895	145%	54,173	170,452	315%
Total Operating Revenues	42,424,555	40,442,718	95%	3,535,379	3,116,840	88%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	
State of Florida	10,273,731	10,142,756	99%	856,144	845,230	99%
Local	39,882,346	39,242,348	98%	3,323,529	3,270,196	98%
Planning and other assistance grants:						
Federal - Other	14,098,651	11,317,071	80%	1,174,888	1,113,404	95%
State of Florida - Other	3,361,023	2,686,227	80%	280,085	246,041	88%
Local Matching - Other	-	248,407	N/A	-	79,989	N/A
Interest Income	31,131	209,139	672%	2,594	37,202	1434%
Gain / (Loss) on the Sale of Assets	-	101,719	N/A	-	2,601	N/A
Total Nonoperating Revenues	67,646,882	63,947,667	95%	5,637,240	5,594,662	99%
Total Revenues	110,071,437	104,390,385	95%	9,172,619	8,711,502	95%
OPERATING EXPENSES						
Salaries and Wages	47,988,175	44,500,326	93%	3,999,015	3,728,869	93%
Fringe Benefits	27,233,249	26,106,855	96%	2,269,437	2,077,413	92%
Purchased Transportation Services	2,629,300	2,126,285	81%	219,108	63,065	29%
Fuel	7,652,304	8,059,735	105%	637,692	679,264	107%
Other Materials and Supplies	7,960,455	7,855,850	99%	663,371	618,433	93%
Professional Services	6,136,773	2,769,462	45%	511,398	473,664	93%
Other Services	5,910,153	4,990,221	84%	492,513	408,209	83%
Lease and Miscellaneous Expenses	1,328,801	1,173,155	88%	110,733	74,480	67%
Casualty and Liability Insurance	2,259,277	2,151,126	95%	188,273	102,838	55%
Utilities	1,435,014	1,265,392	88%	119,585	102,898	86%
Taxes and Licenses	364,953	476,902	131%	30,413	37,384	123%
Interest Expense	101,849	96,693	95%	8,487	7,410	87%
Total Operating Expenses	111,000,303	101,572,003	92%	9,250,026	8,373,927	91%
OPERATING GAIN / (LOSS)	\$ <u>(928,866)</u>	\$ <u>2,818,382</u>	N/A	\$ <u>(77,407)</u>	\$ <u>337,574</u>	N/A

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PRELIMINARY
PARATRANSIT SEGMENT
FOR THE MONTH OF SEPTEMBER 2017 AND THE TWELVE MONTHS ENDED SEPTEMBER 30, 2017
(UNAUDITED)

	Year to Date			Month of September		
	Budget	Actual	%	Budget	Actual	%
OPERATING REVENUES						
Customer Fares	\$ 1,808,440	\$ 2,086,756	115%	\$ 150,703	\$ 230,737	153%
Contract Services:						
Local Financial Assistance	-	-	N/A	-	-	N/A
Other Contractual Services	4,264,013	4,362,388	102%	355,334	434,769	122%
Advertising	-	-	N/A	-	-	N/A
Other Operating Income	-	-	N/A	-	-	N/A
Total Operating Revenues	<u>6,072,453</u>	<u>6,449,144</u>	106%	<u>506,038</u>	<u>665,506</u>	132%
NONOPERATING REVENUES						
Operating assistance grants:						
Federal	-	-	N/A	-	-	N/A
State of Florida	-	-	N/A	-	-	N/A
Local	9,463,294	9,306,794	98%	788,608	775,567	98%
Planning and other assistance grants:						
Federal - Other	3,000,000	3,219,093	107%	250,000	270,182	108%
State of Florida - Other	69,530	-	N/A	5,794	-	N/A
Local Matching - Other	-	-	N/A	-	-	N/A
Interest Income	-	-	N/A	-	-	N/A
Gain / (Loss) on the Sale of Assets	-	-	N/A	-	-	N/A
Total Nonoperating Revenues	<u>12,532,824</u>	<u>12,525,887</u>	100%	<u>1,044,402</u>	<u>1,045,749</u>	100%
Total Revenues	<u>18,605,277</u>	<u>18,975,032</u>	102%	<u>1,550,440</u>	<u>1,711,255</u>	110%
OPERATING EXPENSES						
Salaries and Wages	450,687	430,730	96%	37,557	31,845	85%
Fringe Benefits	288,161	291,243	101%	24,013	22,186	92%
Purchased Transportation Services	15,621,924	17,718,635	113%	1,301,827	2,023,529	155%
Fuel	1,677,653	2,006,551	120%	139,804	168,519	121%
Other Materials and Supplies	12,940	1,807	14%	1,078	-	0%
Professional Services	269,060	154,844	58%	22,422	11,601	52%
Other Services	259,479	236,045	91%	21,623	19,753	91%
Lease and Miscellaneous Expenses	7,899	4,212	53%	658	55	8%
Casualty and Liability Insurance	-	-	N/A	-	-	N/A
Utilities	40,066	21,448	54%	3,339	1,804	54%
Taxes and Licenses	71,890	84,869	118%	5,991	4,925	82%
Interest Expense	-	-	N/A	-	-	N/A
Total Operating Expenses	<u>18,699,759</u>	<u>20,950,383</u>	112%	<u>1,558,313</u>	<u>2,284,215</u>	147%
OPERATING GAIN / (LOSS)	<u>\$ (94,482)</u>	<u>\$ (1,975,351)</u>	N/A	<u>\$ (7,873)</u>	<u>\$ (572,960)</u>	N/A

Monthly Report D: Planning and Development Report

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
BRUCE DETWEILER
(Technical Contact)
Stanimira Bourova
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report

Date: 12/7/2017

PLANNING & DEVELOPMENT REPORT

TRANSIT DEVELOPMENT PLAN AND ROUTE OPTIMIZATION STUDY

In mid-October, LYNX submitted a draft ten-year Transit Development Plan (TDP) to FDOT District 5 staff and is awaiting their comments or approval. Planning staff continues to work with its regional partners to refine the draft plan for consistency with local and regional plans. The Route Optimization Study (ROS) is now underway and began during the week of November 6th with three days of internal and Technical Advisory Committee workshops designed to review the data analysis and receive input on system design concepts. Bi-weekly concept development and refinement of system concepts will continue through to 2018. Public workshops on the draft redesigned transit system plan are expected to begin following board input in January 2018. For more information on project, please visit www.lynxforward.com.

STATE ROAD 436 CORRIDOR STUDY

The State Road 436 Transit Corridor Study has examined enhanced transit options, improved accessibility and safety, and a context sensitive design for the corridor from Orlando International Airport to State Road 434. The project team initiated the Health Impact Assessment (HIA) Working Group on August 30th with an introduction to the study and a pathway diagram exercise. A Partner Agency Working Group (PAWG) meeting was held September 14th to gain the input on alignments and segments of the study corridor to continue forward with for more in-depth evaluations; five segments were identified. The second HIA Working Group meeting took place on October 18th to further discuss the pathway diagram and have a discussion on data sources that would support the recommended target measures. A PAWG meeting is also scheduled for November 16th. Presentations on the Study's progress were made to City of

Orlando Commissioner Ortiz, the LYNX Board of Directors, Florida Department of Transportation (FDOT) staff, and the MetroPlan Orlando Committees and Board from September through November.

VETERANS TRANSPORTATION AND COMMUNITY LIVING INITIATIVE

As part of the development of the Veterans Transportation Resources and Community Services (VTRACS) Customer Information System (CIS), the Cambridge Systematics team has completed the first two of four planned iterations of the VTRACS app and website. A demonstration of the second iterations was given on October 13th for LYNX staff and project Stakeholders.

SYSTEM-WIDE ONBOARD ORIGIN AND DESTINATION SURVEY

In November 2016, LYNX began work with its contractor, ETC Institute, on a system-wide Origin and Destination survey. The initial work focused on the LYNX routes with the highest ridership (over 3,000 passenger trips per day) and SunRail ridership; identifying the stops/stations that passengers boarded and alighted the vehicles to help with further data extrapolation later. Following these activities a full survey instrument was deployed with a survey team utilizing tablets to engage in conversations with passengers on all the LYNX fixed-routes, NeighborLink, and SunRail. Over 13,000 surveys were collected from November 2016 – April 2017, from the three modes – fixed-route, NeighborLink and SunRail. The contractor has completed the secondary data expansion and has begun incorporating the findings into a final report.

GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Significant progress was made with implementing VUEWorks modules for Facility Maintenance division use. Current paper form work orders were provided to the vendor for coding in the VueWorks Work Orders module and the configuration of the reports module was discussed. The necessary steps were taken to move the database and the application from a test environment to LYNX servers. The Mobile VUE module was installed and configured for use within LYNX' private Wi-Fi network. LYNX GIS staff took part of Geography week events and GIS Day celebrations in University of Central Florida, Orange, Seminole and Volusia counties. LYNX location based data and technologies were presented during a GIS Professional discussion panel at UCF.

The Transit Boarding Estimation and Simulation Tool (TBEST) Transit Distribution file was updated with GTFS data from August 2017 bid and proposed changes data for January 2018 bid. GIS staff evaluated the service changes and created maps for Title VI evaluation and created Standard Operation Procedures (SOP) for TBEST. Several map and data requests were completed to assist staff in evaluating the level of service throughout the LYNX service area.

INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

NEIGHBORLINK REAL TIME INFORMATION

Real-Time information on all NeighborLink routes began on October 23, 2017. Customers are able to use the mobile application to submit request for trips from the next available trip up to 7 days in advance. The mobile application will notify the customer once the vehicle is in route for pickup, provide an estimated arrival count down, and show the location of the vehicle on a map. The mobile application has been downloaded 2,720 times as of November 9, 2017.

FIXED ROUTE REAL-TIME INFORMATION

The LYNX Bus Tracker mobile application was released to the public on September 1, 2017. Customers can see the location of buses operating on Links displayed on a map. Bus stops display as the map is zoomed in allowing customers to choose a bus stop to see the estimated arrival time of the next buses serving the stop. The back office Trapeze Computer Aided Dispatch system was upgraded to provide an effective update of the location of each bus every 5 seconds improving the accuracy of the LYNX Bus Tracker mobile application. The mobile application has been downloaded 8,229 times as of November 9, 2017.

E-LERTS

The LYNX See & Say mobile application was release to the public on October 23, 2017. Users can use the mobile application to initiate an emergency call to 911 or to file are safety or security concern directly to the LYNX Safety Division. Reports contain a user typed description of the concern, a user chosen report category and location, and can contain a photograph or a 5 second video. Incoming reports are monitored 24 hours a day by LYNX Security Officers, with the ability to provide updates to the customer through the application.

MOBILE FARE PAYMENT

On November 9, 2017, LYNX PawPass, the mobile fare payment application, was released to the public. Marketing outreach for PawPass began on November 13, 2017. Customers can purchase any LYNX fare media for any mode in the mobile application, with fare media stored on the device until used. Customers activate the electronic fare ticket or pass prior to boarding and then provide the driver with the visual display of payment on their mobile device. Security measures include motion graphics, the current time, and activation of the mobile device camera to verify that the driver is seeing valid fare media and not a screenshot or picture. Customers can register to receive system or route-specific alerts through the mobile application.

ITS WORLD CONGRESS 2017

Executive Leadership and staff attended the 24th Intelligent Transportation Systems (ITS) World Congress, October 29, 2017 through November 2, 2017. The ITS World Congress brings together ITS professionals from the Americas, Europe and Asia with over 250 sessions offered

and more than 300 exhibitors from around the globe showcasing their products and technology developments. The theme of the Congress was “Next Generation Integrated Mobility: Driving Smart Cities,” with a major focus on the development and deployment of automated and self-driving vehicles. Additional topics included effective use of data to improve daily travel, security of systems and data, and inclusion of all users including users with disabilities in the transportation solutions of tomorrow.

SERVICE PLANNING

The Service Planning Division activities during this period have been primarily devoted to the implementation of the January 7, 2018 service changes. Activities have included: conducting public workshops and hearings, holding meetings with operators and transportation supervisors to seek their input; and sharing the list of changes with the key stakeholders.

During this period Service Planning staff have been re-organized to align LYNX bus routes with designated Service Planners to provide a “one-stop-shop” methodology to serving internal and external customers as it relates to routes and bus stop issues and concerns along bus routes.

ENGINEERING AND CONSTRUCTION

WSP was recently awarded the contract to design and oversee the construction of the Pine Hills Transfer Center. Contract negotiations were successfully completed during the first part of November and a work order has been issued. A schedule for design will be provided at the January 2018 board meeting. Conceptual drawings for the Rosemont and Florida Mall Transfer Centers are underway. Once complete, schedules will be prepared for final design and construction.

LYNX is currently in the permitting process for approximately 10 of the 26 shelters and amenities planned for Orange County. A work order has been issued for the installation of bus shelters at the Baldwin Park VA Clinic. LYNX staff is waiting on review of the inter-local agreement with Osceola County to conclude before proceeding with permitting of bus shelters in the County. The total shelters planned system wide is 66 for FY 2017. Shelters have also been ordered for the three SunRail stations and are scheduled for installation in January.

The Orlando Trail project continues to move forward and construction has begun on the Amelia Street segment east of Garland Avenue to include the installation of barrier fencing and clearing and grubbing at Washington and Jefferson Streets. The project is scheduled to be completed in March 2018. Electrical passenger information display (PIDs) kiosks are being upgraded on the LYMMO Orange Line. During the month of November, exhaust fans and plexi-glass tints will be installed and testing will occur on the installed kiosks.

The LYNX Operations Center (LOC) scope of work is being reviewed and refined by the Procurement Department to ensure the design-build scope of work and schedule are consistent with the needs identified in the 2016 Site Suitability Analysis for the LOC. It is anticipated that the solicitation will occur in December 2017 and be advertised for a minimum of 30 days.

Monthly Report E: Procurement Calendar

To: LYNX Board of Directors

From: Louemma Cromity
MANAGER OF PROCUREMENT
Linda Stevens-Olsen
(Technical Contact)

Phone: 407.841.2279 ext: 6057

Item Name: Procurement Plan Calendar

Date: 12/7/2017

Please see attached Procurement Plan in PDF document.



Procurement Plan

Solicitations To Release within
The Next 90 Days

RFX Number	RFX Description	Customer Organization	Procurement Representative
TBD	Heavy Duty Bus Batteries and Automotive Service Vehicle Batteries	Operations	LouEmma Cromity
TBD	Janitorial Supplies	Operations	LouEmma Cromity
TBD	Original Equipment Remanufactured Electrical Starters, Alternators, and Generators	Operations	LouEmma Cromity
TBD	Bus Preventive Maintenance Brake Components	Operations	LouEmma Cromity
TBD	Transit Bus Filters	Operations	LouEmma Cromity
17-R14	Design Build LOC Expansion	Planning	LouEmma Cromity
17-R15	Waste Disposal	Operations	Sina Taghvaeiasl
17-R16	Pre-employment Screening & Background Check Contract	Human Resources	Nancy Rodriguez