



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

1. Call to Order

2. Committee Minutes



Oversight Committee Minutes, September 28, 2017

Pg 3

3. Public Comments


- Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.

4. Chief Executive Officer's Report


5. Finance & Audit Committee Report

6. Committee Action Items


- A.  Authorization to Enter into the Transportation Partner Agreement with Seminole State College to Provide Transit Services and to Amend the FY2018 Amended Operating Budget Pg 13
-Attachments  
- B.  Authorization to Release a Request for Proposal (RFP) 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 Pg 25
-Attachments 
- C.  Authorization to Piggyback off of State of Florida Contract #92121500-14-01 for Security Guard Services with G4S USA Security Pg 34
- D.  Authorization to Piggyback off of Houston-Galveston Area Council of Governments Contract #HP08-17 for All Hazards Preparedness, Planning, Consulting, and Recovery Services Pg 36
-Attachments 
- E.  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 50

- F.  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 52

7. Committee Information Items

- A.  Information on 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 employer contributions with respect to eligible plan participants. Pg 55

-Attachments 

- B.  Update on the Mobility Services Division Pg 61

-Attachments 

8. Other Business

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

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

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

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

DATE: September 28, 2017

TIME: 10:30 a.m.

Members in Attendance:

Viviana Janer, Chair, Osceola County
Steve Martin, P.E., Secretary, 5th District,
Florida Department of Transportation
Jim Harrison, Orange County
John Booker, City of Orlando
Edward Bass, Seminole County
Pat Christiansen, Legal Counsel
Billy Hattaway, City of Orlando

Members Absent:

Lee Constantine, Vice Chair, Seminole County

Staff Members in Attendance:

Edward L. Johnson, Chief Executive Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
Bert Francis, Chief Financial Officer
Thomas Stringer, Chief Operations Officer
Tellis Chandler, Deputy Director of Safety
Matt Friedman, Director of Marketing
Communications
Blanche Sherman, Director of Finance
Julie Caple, Manager of Financial Planning
Donna Tefertiller, Director of Human Resources
Tomika Monterville, Director of Planning &
Development
Douglas Robinson, Manager of Strategic Planning
Scott Penvose, Maintenance Supervisor
Rose Hernandez, Executive Assistant
Dyana Blicke, Fiscal Assistant
Dawne Miles, Administrative Assistant

1. Call to Order

Chair Janer called the meeting to order at 10:35 a.m.

2. Approval of Minutes

Chair Janer asked the Committee if there was any discussion about the July 27, 2017 meeting minutes. A motion was made by Jim Harrison and seconded by Billy Hattaway to approve the minutes. Motion carried unanimously.

3. Public Comments

No members of the public requested to speak.

4. **Chief Executive Officer's Report**

Edward L. Johnson, Chief Executive Officer, LYNX presented the report. Mr. Johnson expressed his appreciation to his staff for their efforts during Hurricane Irma.

Mr. Johnson also stated that one of our own employees went to visit his ill mother in Puerto Rico and with Hurricane Maria hitting the island, he has not been able to return to the area for work. He is going to work with the collective bargaining team to see how we are able to assist the staff member with their loss of compensation.

In addition, he we will be meeting with the team on Monday to discuss the influx of people relocating to Central Florida from Puerto Rico to have a plan in place and be ready to assist local governments.

Mr. Johnson provided a packet with his recommended goals for 2018 for review and will discuss more in depth at the December Board meeting.

Billy Hattaway, Harry Barley and Mr. Johnson have been meeting about developing a concept of operations plan for autonomous vehicles starting with the downtown LYMMO routes. Each organization that is represented has agreed to put \$100,000 each for a total of \$300,000 for the initial commitment but are looking at approximately \$500,000.

Mr. Johnson asked for authorization from this meeting to move items 8B & 8C to follow item 8J. There is a Blue Sheet item for discussion of the extension of MV Transportation for one month.

Chair Janer also expressed her gratitude to LYNX during Hurricane Irma and said our services were invaluable and that she was especially thankful for the transportation we provided in Osceola County and for looking out for the elderly.

5. Finance & Audit Committee Committee Report

Ray Walls announced that he chaired the Finance and Audit Committee meeting the day prior and took action on the following:

- LYNX No Strand Policy
- Several extensions to NeighborLink contracts
- LYNX negotiated contract with MV Transportation- Seminole County on board
- Amending FY 2018 Budget
- Fiscal year 2018 Budget
- Proposed changes on Health Insurance Plan
- Utilizing the state of Virginia contract for purchasing 15 articulated buses
- LYNX retirement plan, new IRS rulings that recently came out

6. Committee Agenda Items

A. Proposed Medical Plan

Bert Francis, LYNX Chief Financial Officer, introduced Shantae Hardy from Robinson Bush to go over the Cigna Health Plan. Shantae provided a highlight overview of the plan and indicated that they looked at some trends and the funding component. They made some recommendations based on observations. LYNX was overall higher in all categories except provider visits. The objective is to get the staff to seek health from their primary providers.

Chair Janer thanked Orange County for allowing LYNX to piggyback off of their health plan.

7. Committee Discussion Items

A. Florida Transportation Commission Transportation Authority Monitoring and Oversight FY16

Tiffany Homler, Chief Administrative Officer announced that LYNX has to annually report to the Florida Transportation Commission along with 2 other Regional Transportation Authorities and the Expressway Authority and Turnpike on their performance measures. Ms. Homler presented a slide which had details. LYNX met 5 of the 12 measures. These measures are specific to LYNX, not an industry standard, nor a part of the natural transit data base. They were set in 2007 and revised last year. Operating costs are approximately the same but passenger trips are down as well as fare box revenue. There are no incentives to meet these performance measures. They are a score card for LYNX to check ourselves every year along with Florida Transportation Commission. Tiffany Homler stated that she and Edward Johnson visited Tallahassee and spoke of all the things that LYNX is doing including the Route Optimization, and they were excited to hear this. A couple of things that impacted on time performance measurement is due to the construction in Central Florida. Approximately 1/3 of the routes are impacted by construction. We need to pull a team to collect and analyze data to put us in a better position to report that data. These performance measures are established by the FTC.

Secretary Martin stated that Performance Measurements are based on historical measurements. Mr. Johnson responded that back in 2007, they looked at how LYNX was performing and they made an adjustment to make it a stretch goal at that time. Mr. Johnson referenced Jacksonville which is going through a similar case as ours. Tiffany Homler said we can work with FTC regarding day to day operations and not just score card.

B. Amendment to LYNX Administrative Rule 2 - Board Governance (Bylaws)

Jim Goldsmith, discussed accumulating changes to LYNX's **Administrative Rule 2**, these changes fall into 5 buckets:

- Meeting Notices – Posting meeting notices by the Sunshine Law Compliance and notice scheduled Meetings – on an Annual/Semi-Annual or Quarterly basis
- Public Participation – proposed resolution to approve process.
- Designation of Officers to the Authority. The Rule states the Board will appoint all Chief Officers. It also allows for Chief Officer to fill a position on a temporary basis (180 days).
- Annual certification and changes CEO signs certificate for the FTA that certifies which grants it is applying for and that it has gone through necessary process
- Glitch fixes, there were a couple of typo-graphical errors in administrative rules that clarified the CEO to delegate the ability to his or her chief to adapt procedures for their departments.

Jim Harrison expressed a concern on the way the Public Participation is worded, (page 10 Paragraph B). He would like it to give discretion to the chair to allow ample time for more to speakers to participate if this means bringing their time from 3 minutes to 2.

Chair Janer agreed with Mr. Harrison and said the comment should be added to item B.

Chair Janer requested clarification on the Appointment of Officers by the CEO and the FTA process.

Jim Goldsmith explained that LYNX goes through an annual certification process. They select from a list of grants that are available. The CEO certifies that he is authorized to make these certifications that LYNX will comply with FTA requirements. The Legal Counsel will then confirm that the CEO has the authority to make these certifications.

Mr. Johnson reiterated what Mr. Goldsmith explained and said that this did not authorize him to submit a grant application and **that it's just to submit the certifications ensuring that we are in compliance with FTA requirements by which to administer the grants.**

8. Committee Action Items

A. Authorization to Enforce No Strand Policy — Billy Hearndon

Billy Hearndon requested that the “No Strand Policy” be re-adopted in efforts to collect uncollected fares. The No-Strand Policy stipulates a suspension of 30 days if fares are uncollected on three different occasions within a 90 day period.

Mr. Johnson stated that we are reaching out to the customers and letting them know of an unpaid debt and based on the amount of the debt, we are willing to allow them to make payments as long as they are making the effort. If the customer disagrees and can provide proof that we have made a mistake, we will rectify the matter.

Mr. Johnson said we want to go back and make sure the Board is still in line with the Policy on the books at this time.

A recommendation to go ahead and reiterate that we want to re-enforce **“The No Strand Policy” of 3 x times and you’re out for 30 days.** Mr. Johnson and Mr. Hearndon are going to work with the abusers that are on the list to try to move forward with payment plans for repayment of those fares.

Motion to reinforce the Policy by Billy Hattaway and seconded by Secretary Martin. Motion passed unanimously.

B. Overview of FY 2017 Amended Operating & Capital Budget

(Committee Action Items B and C were moved to the end of the list to ensure the approval of the retro increase for MV Transportation is approved before these items are discussed.)

C. Overview of FY 2018 Proposed Operating and Capital Budget

Bert Francis, Chief Financial Officer, stated that this amendment is for FY 2017 Budget and the only change proposed has no impact on the amounts asked for from our funding partners. The only exception is the City of Orlando has asked for two other items: the Autonomous Bus study for \$100,000 of which a portion of that has been included in the budget revision as well as \$30,000 for a Modal Real Time study. We have added the Lakeland Service and Link 320 but these are revenue neutral. Some changes on the Capital, were reduced the amount of Capital that was asked for by about \$300,000.

- D. Authorization to Submit the FY2018-2017 Transit Development Plan (TDP) Major Update to the Florida Department of Transportation (FDOT) District 5 for Approval to meet Block Grant Requirements

Doug Robinson presented LYNX FORWARD, stated that this is an opportunity to connect with customers in a different way. The two studies associated with LYNX FORWARD are called the Transit Bellman Plan Major Update and also our Route Optimization Study- the study is to be completed by March or April. These projects are the start of what we hope LYNX FORWARD will be perpetually for us as we work under **that umbrella. We've had great press** coverage on our workshops. The LYNX FORWARD study and Transit Development Plan We are submitting our draft on November 1st. We are marketing this by bus wraps, technology, and local community outreach during upcoming events and will provide a detailed presentation during the board.

Motion to approve by Jim Harrison and Seconded by Billy Hattaway.

- E. Authorization to Extend Contract #12-CO2 with MV Transportation Inc., for a period of up to two months for Paratransit Services and to increase the Not-to-Exceed Amount of the Contract.

Edward Johnson stated that all the MV Transportation items are under one presentation. Mr. Stringer presented items 8E through 8I.

- F. Authorization to Extend Contract #10-C21 with MV Transportation, Inc. for a period of up to two months for NeighborLink Services and to Increase the Not-to-Exceed Amount of the Contract

- G. Authorization to Increase the Not-To-Exceed Amount of Contract #10-C21 Extension with MV Transportation

- H. Authorization to Increase the Not-to-Exceed Amount of Contract #10-C21 Extension for MV Transportation

- I. Authorization to Award Contract #18-C08 to MV Transportation, Inc., for Paratransit and Neighbor Link Services.

Mr. Stringer, Chief Operations Officer addressed the committee stating that this authorization to extend the contract through Nov. 30, 2017 will allow us to migrate from a traditional paratransit operation contract to a mobility management services. We will need to increase by 3.194 million dollars and the Neighbor Link contracts for 314,000, In addition to increase the not to exceed amounts, the contractor has experienced increased personal costs and have requested we make that adjustment to account for the increased personal cost operating expenses. The adjustment period will go back to October 2016 through Aug. 28 and for Neighbor Link 39,000 through Oct. 1 through August 28, 2017.

The action requested is the award of the contract for item I. To further negotiate the terms of the contract as we move forward into a mobility management services model.

Chair Janer stated that she had no problem extending the contract, but has a concern for the retro-active increase as far back as October 2016 through August 28, 2017. She does not feel comfortable going that far back. Does not know if the amount can be peeled from this item, but reiterated that she was not comfortable with that.

Mr. Johnson stated that MV Transportation provided to them in writing back in June 2016 that they needed to get a rate adjustment. From the time they received the request, they were in negotiations over the rate adjustment. Staff was not in accord with the rate that was being requested, they went back and forth and finally they came to an agreement on what they believed was a fair rate adjustment. Mr. Johnson said he wants to be fair to the contractor as it was in writing. When we extended the services past the term of the contract they only had one of two choices that they had to go with: continue to operate the services based on rates already in place until they come to an agreement on the rates or they close the door and they go away. LYNX wanted to maintain the operations while the rate was negotiated. It took them a while to get to **a settlement, but we've gotten to** a point where both parties agreed.

Chair Janer said that she was going to take this to the Board and will respect the vote that comes out of this committee.

Chair Janer asked if anyone had a discussion or motion.

Secretary Martin wanted to know if it was accepted that whatever the agreement the increased rate was it would be retroactive. Mr. Johnson confirmed that at the start of the discussion, it was noted that whatever the agreement was settled at, it would become retro-active. Unfortunately, we did not anticipate it taking this long.

As far as the original contract, you extended time only and the rates were not adjusted until the rates were negotiated. Mr. Johnson concurred that the statement was correct so they can continue to provide the services.

Mr. Harrison stated then that the rate increase goes back to October. Mr. Johnson stated that the current contract comes to an end, the contractor will hold the rate until we get the new contract in place. We are well over a year past that, when we went into the 2nd sixth month extension, then went to extend again, that put a lot of pressure on the contractor because of costs they are incurring and they are legally obligate to meet. The original contract expired Sept 30TH.

Billy Hattaway sided with Chair Janer and does not feel comfortable with the back pay. Mr. Harrison stated that LYNX was in a different category to continue to provide the services to our ACCESS customers.

Mr. Christiansen stated that from a legal perspective if a statement was made that we will approve the numbers, work with you to see if there was a rate increase that was justified and it would be retroactive, then they rely upon that statement, assuming there was a rational basis from the adjustment to be made, and because they did the work they were not obligated to do, that can result in an obligation in that regard.

It is not ideal contractually to try to back pay based on a negotiated increase but at the same time the negotiations was in an effort to reduce their price and actually finalize the scope of what they would be doing. Based on this, Secretary Martin will be okay with moving forward with this.

Secretary Martin made a motion to approve and move forward with Items E through I and Seconded by Billy Hattaway. Motion passed with Chair Janer opposing.

- J. Authorization to Enter into a Participating Addendum with New Flyer of **America as part of the Commonwealth of Virginia's Department of General Services** Contract for the purchase of Fifteen (15) Articulated Buses.

Thomas Stringer, Chief Operating Officer expressed his interest in expanding our articulate busses. In our efforts to expedite that purchase, we looked at the existing agreement that the Common Wealth of Virginia has with New Flyer of America. They can provide us **the specs the way we want them and it's consistent with the LYNX** Forward plan, TDP and allows for extra capacity on routes that experience the highest capacity such as Routes 8 and 107. This also allows for an opportunity to provide better customer experience and service deliver. The request is for 15 articulated buses not to exceed purchase price of \$16 million in total. It may be a little extra but allows us to get buses into our system and will allow us to retire some of the buses.

Motion to approve by Jim Harrison and Seconded by Secretary Martin.

Chair Janer moved back to Item B & C and the reason was due to approval of the retro increase before we discussed these items.

Action Item B: Overview of FY 2017 Amended Operating & Capital Budget

(Committee Action Items B and C were moved to the end of the list to ensure the approval of the retro increase of MV Transportation is approved before these items are discussed.)

Bert Francis, Chief Financial Officer stated that the bulk of the addendums has to do with the MV adjustments. There are three components to the MV:

1. Extension for one month – approved
2. **Portion of Excess Trips that we've had from October through August of which** they are entitled to the adjustments on the number of trips
3. Pay Adjustment. The total is about 1.3 million dollars

We did receive another \$140,000 in rebates from our Pharmacy Program that we included in the FY 2017 budget. If this item gets approved, it will be impacted in the 2017 Budget. There are no changes in the Capital side and no changes in our funding **partner's amounts.**

Motion to approve by Jim Harrison and Seconded by Secretary Martin. Motion passed unanimously.

Action Item C: Overview of FY 2018 Proposed Operating and Capital Budget

Mr. Francis stated he was focusing around the MV Extension. If we approve the **contract for 2 months at the new rate, it's about a \$600,000 impact. Other services** and revenues are cost neutral (i.e. the expansion of Lakeland Service and Link 320). We included revenue and fares from that service in the budget. Also included corresponding expenses. We impacted total year of the UCF bus wraps for the rest of the year. Not many in 2017. The bulk will be in 2018. We included that revenue and expense in there also. Some federal funds were moved that we received from studies, etc. We moved that into FY2018 and the corresponding expenses also there. This does not change the amount we requested from our Funding Partners. The only exception is the City of Orlando which we added \$100,000 for the Autonomous Bus study, matched by Federal money and from MetroPlans \$300,000 study that was added in addition to the \$30,000 for the Omni Modal Real Time study from the City of Orlando. This gives a new total of 133,483 million for the proposed FY 2018 Budget subject to approval of all the MV Items discussed.

Chair Janer asked for an update on the reserves and requested this to be a topic at the next meeting.

On the Capital Side Blanche Sherman provided a presentation and explained that nothing much had changed from the Preliminary to Proposed Budget. We are looking at a 63.6 million dollar proposed capital budget compared to the 49.5 million amended FY2018 Capital Budget. A 28.4% increase.

Bert Francis stated that staff account increases by 23 of which 19 of the MV positions are moving in to us. The other 4 positions are to accommodate the Lakeland and 320 Service Expansion with one full time position and 3 part time.

Chair Janer has requested to see the MV Contract to get a true cost of what our paratransit services are actually costing. If the 19 positions were included in the prior contract, we are now paying for the 19 positions.

Motion to approve by Billy Hattaway and Seconded by Steve Martin.

Chair Janer concluded stating that the Finance and Audit reports are in the packages.

9. Committee Information Items
 - A. Finance and Audit Committee Report

Informational items were reviewed.

The meeting adjourned at 1:37 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the September 28th, 2017 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

Oversight Committee Action Item #6.A.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6017

Item Name: 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.

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

LYNX Board Agenda

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.

[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:

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.

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

Oversight Committee Action Item #6.B.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Release a Request for Proposal (RFP) 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:

Oversight Committee Action Item #6.C.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6017

Item Name: 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 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>

Oversight Committee Action Item #6.D.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6017

Item Name: 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



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)

Oversight Committee Action Item #6.E.

To: LYNX Oversight Committee

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.

Oversight Committee Action Item #6.F.

To: LYNX Oversight Committee

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 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.

Oversight Committee Information Item #7.A.

To: LYNX Oversight Committee

From: Brian Anderson
DIRECTOR OF HUMAN RESOURCES
Dyana Blickle
(Technical Contact)

Phone: 407.841.2279 ext: 6219

Item Name: Information on 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 employer contributions with respect to eligible plan participants.

Date: 12/7/2017

ACTION REQUESTED:

Recommendation 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 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").

Some 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.

CFRTA 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 EMPLOYER CONTRIBUTIONS WITH RESPECT TO 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 certain 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.

[THIS SPACE IS INTENTIONALLY LEFT BLANK. RESOLUTION CONTINUES
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

Oversight Committee Information Item #7.B.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6036

Item Name: Update on the Mobility Services Division

Date: 12/7/2017

LYNX staff will be providing an update on the Mobility Services Division's current status and the Mobility Management program.

State of the Mobility Services Division

LYNX Finance & Audit Committee

LYNX Oversight Committee

December 6 & 7, 2017

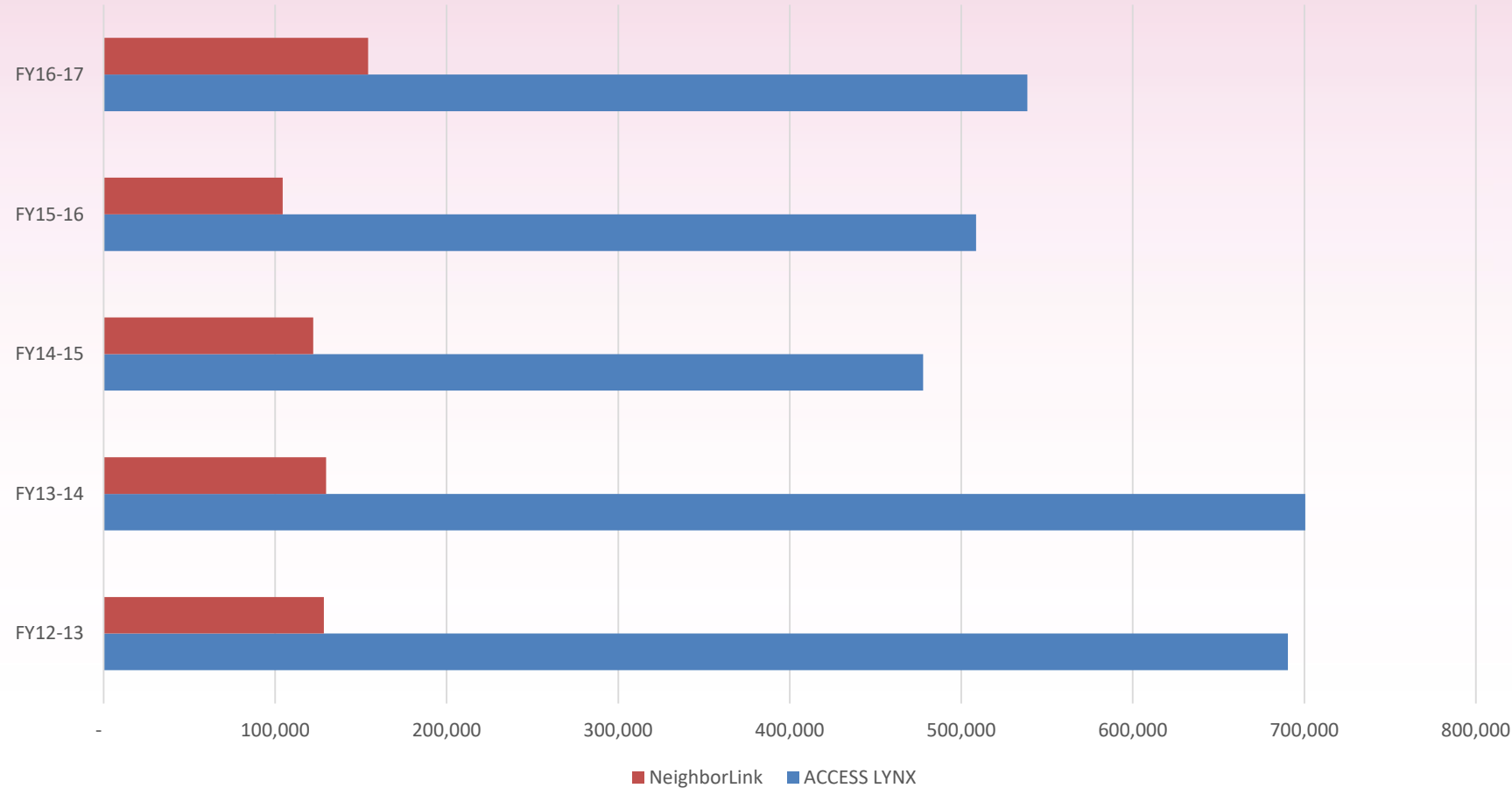
Action Items



- ④ Launched NeighborLink app system-wide.
- ④ Transitioned ACCESS LYNX and NeighborLink call centers into LYNX' call center.
- ④ Established new provider contract for both ACCESS LYNX and NeighborLink services.
- ④ Ordered 50 new ACCESS LYNX vehicles.
- ④ Enforcing conditional eligibility.
- ④ Providing more services through taxi and transportation network company providers.



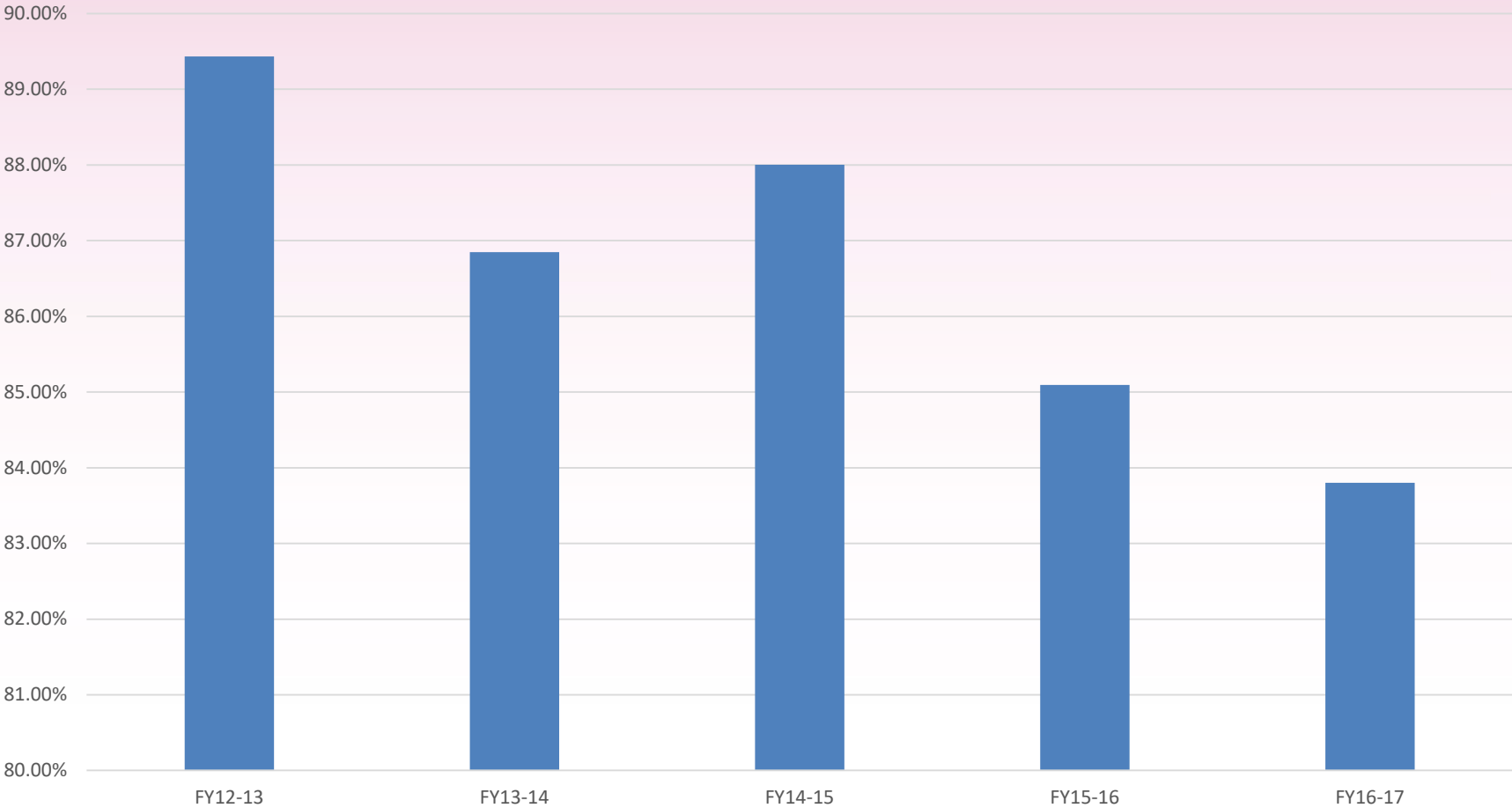
Trip Volume



Call Hold Time



ACCESS LYNX On-Time Performance



Uncollected Fares



July 2017	5.11%
August 2017	4.77%
September 2017	2.21%
October 2017	0.56%
November 1-15, 2017	0.48%

(Note, these figures have not been audited and are based solely on raw data from ACCESS LYNX' dispatch software.)



- ④ Frequent social media posts for ACCESS LYNX customers to join class action lawsuit.
- ④ Potential for financial risk.
- ④ Taking concerns seriously.

Questions?
