

LYNX Board Audit Committee Agenda

Central Florida Regional Transportation Authority

Board Date: 10/27/2005

455 N. Garland Ave.

Time: 10:30 AM

2nd Floor Board Room













Orlando, FL 32801

1. Call to Order

2. Approval of Minutes







-  Approval of September 22, 2005 Audit Committee Minutes (pg 2-4)

3. Audit Agenda Items

- A.  Proposed Revisions to Administrative Rules (pg 5-84)
- Attachment        
- B.  Almalgamated Transit Union Local 1596 Pension Plan (pg 85-85)
- C.  ACCESS LYNX Overview (pg 86-86)
- D.  LYNX Operations Center (LOC) (pg 87-87)

4. Review of Board Package: 10/27/2005

Information Items (For Review Purposes Only - No action required)

- E.  FY2004 Management Letter Comments - Follow-up Information (pg 88-90)
- F.  SIB Loan Repayment Schedule (pg 91-92)
- G.  Overtime Report (pg 93-96)
- Attachment 
- H.  Dialysis Customer Analysis Follow-Up (pg 97-98)
- I.  LYNX Central Station (LCS) Update (pg 99 - 100)

LYNX
Central Florida Regional Transportation Authority
Monthly Board Audit Committee Meeting

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

DATE: September 22, 2003

TIME: 10:30a.m.

1. Call to Order

Chair, Atlee Mercer, called the meeting to order at 10:30 a.m.

2. Approval of Minutes

Vice Chair, Carlton Henley, moved to approve the minutes of the August 25, 2005 Audit Committee Meeting; FDOT District Secretary George Gilhooley seconded, and the motion passed unanimously.

3. Agenda Items:

A. **LYNX Operations Facility Update** – Ms. Watson expressed her desire to keep the Board apprised of issues relating to the LOC. She reported that all employees who initially worked on the LOC are no longer with the company, and that Mr. Alan Lemaux recently replaced Mr. Scot Field, the original consulting Project Engineer. She advised of a pending financial settlement with STV, and explained that this would be step one of a two-phase briefing to the Board, with a more comprehensive report being provided next month.

Legal Counsel, Albert Bustamante, outlined the history of the LYNX operating center from its inception in 1999, and explained the contracting firm, STV, based out of California (who had a local office), was chosen to construct the building with the design having been completed in California. He advised that the initial design exceeded the scope that had been provided; subsequently, modifications were made to the design and that costs together with the change orders, permitting, coordination of time-sensitive issues with the City, and some add backs that impacted additional architectural and engineering requirements was the basis of STV seeking additional funding.

Counsel advised the paperwork was voluminous and many hours of review had been expended. Counsel also responded to the Committee that the contract with STV was a “Not to Exceed” contract. Discussion took place regarding the possibility of negotiating some of the outstanding cost.

B. Functional Assessment – Maria Colon, Customer Service Supervisor, provided ADA guidelines and a history of the certification and application process. She explained that due to an increase in applications for ACCESS LYNX, the company is not currently compliant with ADA standards for determining eligibility of applicants. She noted that an average of 42 applications are received per business day, and that ADA requires determination to be made within 21-days; but, due to the increase in applications, the turn around time is currently taking 54 days. She outlined some options being researched for future resolutions, such as requesting Quest to help with the applications, and restructuring of the Recertification and Eligibility process.

4. Review of Board Package

Vice Chair, Carlton Henley, commented that based on budget information only two funding partners were paying the \$2.00 per capita surcharge for capital improvement. After discussion relating to funding partners' contribution, Orange County representative, Fred Winterkamp, advised that the funding formula study would be completed in October. The Committee Chair, Atlee Mercer, explained that all partners would comply with the plan recommended by the funding formula committee, noting that the funding scenario would mainly impact the City of Orlando and Orange County. Mr. Roger Nesweinder stated for the record that the City of Orlando wanted to be briefed or participate in the consultant meetings with Orange County staff. Orange County representation acknowledged.

Mr. Winterkamp, Orange County, asked for clarification on the TRIP application for 50 buses. He explained that Orange County's understanding was that TRIP funds could be used only for new service, such as new routes or increased frequency of service and that it wouldn't impact the deferred bus acquisition problem. He stated that this request implies \$15M in new operating expenses are needed annually; he asked if that assumption was correct, where would the funding each year come from.

FDOT Secretary, George Gilhooley responded that the TRIP money could only be used for expanded service – additional routes or improvement of service levels. Ms. Watson added that FDOT will fund three service development grant submissions: Two for Lake County service with Lake County providing the local match and with LYNX providing the vehicles to operate the service through TRIP funds, and also supplying additional service in the UCF area with no more than 10 buses.

Committee Chair, Atlee Mercer, asked that METROPLAN ORLANDO be notified of the change so they can adjust their capital TRIP request and any subsequent SIB loan requests.

Vice Chair, Carlton Henley, noted that the Committee was waiting to get a report on all LYNX SIB loan applications. Staff indicated it was forthcoming. The Committee also suggested a Fleet Management Schedule would be helpful in solving the aging bus fleet problem. Ms. Watson indicated that a 10-year financial plan would be completed by the end of the year with this information included.

The Committee asked about CSX negotiations, and it was noted by FDOT Secretary Gilhooley that dialogue with CSX was ongoing and moving towards terms of agreement.

He also stated that any additional buses to support a rail system are eligible through the New Starts Program.

The Committee discussed how to grow and stabilize the LYNX system, through an equitable funding formula and finding a dedicated funding source.

Ms. Watson requested that Chairman Mercer sit on the selection committee for Federal Lobbying services. Chairman Mercer agreed.

Ms. Watson referred to the Information Items, particularly the Quarterly Pension Plan update. She called on Ms. Sylvia Mendez, Chief Administrative Officer, who advised that an RFP would be issued for a Third-party administrator and Investment Management Services. She also noted that Mr. Tom Lapins, Chairperson would be replaced by Mr. Tom Fagan, also a member of the Board of Trustees, and that Mr. Bob Doane will also be joining the Board of Trustees.

The Committee reiterated that the Board should be apprised of any policy changes that may produce additional costs.

Ms. Mendez responded that conversation had taken place with the Board of Trustees to change the current process and include the Board of Directors at the front end of any anticipated policy modification. She then asked Ms. Nadine Schaal, Akerman Senterfitt, to provide an update to the Board regarding the concerns the Board had on the disability provision.

Ms. Schaal noted that a letter had been sent to the Board of Trustees regarding clarification points on the Disability Pension Benefit. She advised that there is a requirement by the State that if a change should be made to the policy, LYNX would have to sign a letter to the State Actuary indicating they are willing to fund any shortages in the pension plan. She presented several options to staff: table the issue for future discussion, sign off on the letter and adopt the amendment, or direct staff to say we won't sign the letter because it is a Collective Bargaining item.

Ms. Mendez recommended not signing the letter until a determination is made on whether it is subject to negotiation and also until the Board knows the cost impact. Chairman Mercer and the committee concurred.

Vice Chair, Carlton Henley, requested an employee overtime report, and staff responded it would be available at the October meeting.

Ms. Watson commented that legal counsel had provided an information item on SIB loans, indicating they can be replaced with federal funds.

Meeting adjourned at 11:45 a.m.

LYNX Board Audit Committee Agenda

Audit Committee Agenda Item #3.A

To: LYNX Board Of Directors

From: Sylvia Mendez
CHIEF ADMINISTRATIVE OFFICER
Albert Bustamante
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Proposed Revisions to Administrative Rules

Date: 9/22/2005

Background:

The LYNX Board of Directors in 2001 adopted eight (8) administrative rules, which are legally binding upon LYNX, the Chief Executive Officer, staff and the Governing Board. These rules regulate the business of the organization and conduct of management and staff. Because they are the rules of the Board only the Board is authorized to change them. The rules address:

- The “by-laws” that govern the operation of the Board itself
- The election and authority of Board Officers
- Managerial authority of the Executive Officer
- Procurement Practices
- Ethics Code
- Travel

Antidotal history and available documents indicate there has been an effort during the past three years to conduct a comprehensive review of the rules. In the past several months staff has been working with legal counsel toward finalizing this review. Legal counsel has prepared the enclosed memorandum and associated attachments for review and discussion. Mr. Albert Bustamante will discuss the proposed adjustments at the Audit Committee meeting.



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M E M O R A N D U M

TO: Lynx Audit Committee
FROM: Alberto S. Bustamante, III, Esq.
DATE: September 7, 2005
SUBJECT: Revision to Lynx Administrative Rules

Enclosed herewith you will find (i) the new proposed Lynx Administrative Rules, (ii) the current Lynx Administrative Rules, and (iii) a comparison indicating the changes made. Over the past several months, we have worked with Lynx staff to perform a comprehensive review of the Administrative Rules. The current Administrative Rules in many areas are overly broad and in some areas not detailed enough. Several individual rules, such as the ethics and travel rules, were drafted in direct response to notable past events/issues. Additionally, the Administrative Rules conflicted with each other and conflicted with the policies and procedures drafted by Lynx staff over the past several years. As a whole, the Administrative Rules needed to be revised to conform to the current structure of Lynx.

The concept for the Administrative Rules is to provide a broad framework for the governance of Lynx that will be the controlling authority with regard to Lynx policy and procedure. The Administrative Rules need to be detailed enough to adequately establish the general system, yet broad enough to allow for day-to-day flexibility by staff. For example, the proposed Rule 4, Procurement, establishes criteria for contracts requiring Board approval, while granting rights to the Chief Executive Officer to allow for efficient processing of procurements.

We look forward to your comments or feedback on the proposed amended and restated Administrative Rules.

Enclosure(s)

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Proposed New Administrative Rules

1. Rule 1 - **Definitions and Adoption**
2. Rule 2 - **Board Governance (Bylaws)**
3. Rule 3 – **Employment Practices (Human Resources)**
4. Rule 4 – **Procurement**
5. Rule 5 – **Ethics Policy**
6. Rule 6 – **Intentionally Left Blank**
7. Rule 7 – **Travel Policy**
8. Rule 8 – **Operation and Planning Matters; Charter and Community Bus Service Policy**

Existing Administrative Rules

9. Rule 1 – **Establishment of Administrative Rules**
10. Rule 2 – **Bylaws of the Authority**
11. Rule 3 – **Employment Practices**
12. Rule 4 – **Procurement Practices**
13. Rule 5 – **Intentionally Left Blank**
14. Rule 6 – **Intentionally Left Blank**
15. Rule 7 – **Travel Policy**
16. Rule 8 – **Operation and Planning Matters; Charter and Community Bus Service Policy**

Comparison of Proposed vs. Existing

17. Rule 1
18. Rule 2
19. Rule 3
20. Rule 4
21. Rule 7
22. Rule 8

ADMINISTRATIVE RULE 1		No. ADM-001
OFFICE OF PRIMARY RESPONSIBILITY:— ADMINISTRATIVE SUPPORT AND LEGAL AFFAIRS	EFFECTIVE DATE: 06/28/01 REV. # — REV. DATE	Page 1 of 2 Pages
SUBJECT: ESTABLISHMENT OF ADMINISTRATIVE RULES		

ADMINISTRATIVE RULE 1

~~OBJECTIVE:—~~

DEFINITIONS

EFFECTIVE DATE:

~~The Central Florida Regional Transportation Authority (hereinafter “Authority”) was created by Part II, Chapter 343, Florida Statutes, to own, operate, maintain, and manage a public transportation system in the area of Seminole, Orange and Osceola Counties, and to adopt such rules as may be necessary to govern the operating of a public transportation system and public transportation facilities. It is, therefore, necessary to establish these Administrative Rules for such purposes.~~

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board.

AUTHORITY:

Authority for ~~this policy and procedure are~~the establishment of this Administrative Rule ~~is~~ as follows:

Part II, Chapter 343, Florida Statutes

RULE: 1: Definitions and Adoption

~~Section 1.1. — Establishment of Rules. The Governing Board of the Central Florida Regional Transportation Authority (the “Authority”) has established these Administrative Rules, pursuant to its authority under Part II of Chapter 343 of Florida Statutes, to govern the operation of a public transportation system and public transportation facilities, and to regulate the affairs and the conduct of the business of the Authority.~~

~~Section 1.2. Application and Construction.~~ These Administrative Rules shall be applied in accordance with ~~general~~ law and be construed to not conflict with any ordinance, law, regulation or administrative rule of any local, state or federal government or government agency, applicable under the circumstances of such construction.

~~Section 1.3. Binding Effect, Exceptions, Amendments.~~ The Governing Board intends that these Administrative Rules constitute the rules of the Authority, with legally binding force and effect upon the Authority, its officers, employees and agents and the Governing Board itself. Amendments to these Administrative Rules shall be effective if and only if ~~adopted in accordance with the Rules herein.~~ Section 1.4.1.1 Definitions.

Except as otherwise expressly stated in these Administrative Rules, the following terms shall have the following meanings for the purposes of these Administrative Rules:

1.1.1. “Act” means Part II of Chapter 343 of Florida Statutes, as amended from time to time, and any successor provision thereto.

1.1.2. “Administrative Rules” or “Rules” means these Administrative Rules.

1.1.3. “Authority” means the Central Florida Regional Transportation Authority, created and established pursuant to the Act.

1.1.4. “Bylaws” means the rules set forth in Rule 2 of these Administrative Rules, adopted by the Governing Board to regulate the affairs and the conduct of business of the Authority.

1.1.5. "Chief Executive Officer" means the highest administrative official and chief executive officer of the Authority.

1.1.6. 1.1.5. “Commuter Railroad” shall have the meaning set forth in the Act.

~~1.1.6. —“Executive Director” means the individual appointed to the position of, and serving as, executive director of the Authority pursuant to the Act and Rule 2.10.~~

1.1.7. “Executive Officer” means the Assistant Executive Director, each Department Director, the Department Deputy Director, the Executive Manager of Government Affairs, and any other officer serving in a position designated by the Governing Board as an Executive Officer position, each to be appointed to such position by the Executive Director ~~subject to the approval of the Governing Board,~~ pursuant to ~~Rule 2.10.2.B~~ the Administrative Rules.

1.1.8. “FTA” means the Federal Transit Administration.

1.1.9. "Fiscal Year" means October 1 through September 30.

1.1.10. ~~1.1.8.~~ “Gratuity” means any gift, favor, reward, loan, meal, or other item(s) of monetary value tendered to a Member, officer or employee by any source other than the Authority.

1.1.11. ~~1.1.9.~~ “Governing Board” means the governing body or “Board” of the Authority created and established, and vested with the legal authority to govern and manage the Authority, pursuant to the Act.

1.1.12. “Majority of the Members” means three (3) or more Members of the Governing Board.

1.1.13. “Material Interest” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

1.1.14. ~~1.1.10.~~ “Member” or “Members” mean the individual, or any two or more thereof, appointed to and serving on the Governing Board pursuant to the Act.

~~1.1.11.~~ ~~“Material Interest” means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.~~

1.1.15. ~~1.1.12.~~ “Person” means any individual, firm or corporation.

1.1.16. ~~1.1.13.~~ “Public Transportation”, “Public Transportation Facilities” and “Public Transportation System” each shall have the meaning set forth in the Act.

1.1.17. “Quorum” means a simple majority of the voting Members of the Governing Board.

1.1.18. ~~1.1.14.~~ “Relative” means any individual defined as a relative under Section 112.312, Florida Statutes, or its successor provision.

Section 1.2. Effective Date, Establishment, Application and Construction.
These Administrative Rules shall become effective upon adoption or such other date as may be established by the Governing Board.

1.2.1. Establishment of Rules. The Governing Board has established these Administrative Rules, pursuant to its authority under Part II of Chapter 343 of Florida Statutes, to govern the operation of the Public Transportation System and Public Transportation Facilities, and to regulate the affairs and the conduct of the business of the Authority.

1.2.2. Application and Construction. These Administrative Rules shall be applied in accordance with Florida law and be construed to not conflict with any ordinance, law, regulation or administrative rule of any local, state or federal government or government agency, applicable under the circumstances of such construction.

1.2.3. Adoption and Amendment. These Administrative Rules or an amendment thereto shall be adopted by the vote of a Majority of the Members.

1.2.4. Binding Effect, Exceptions, Amendments. The Governing Board intends that these Administrative Rules constitute the rules of the Authority, with legally binding force and effect upon the Authority, its officers, employees and agents and the Governing Board itself. Amendments to these Administrative Rules shall be effective if and only if adopted as herein provided.

ADMINISTRATIVE RULE 2

ADMINISTRATIVE RULE 2		No. ADM-002
OFFICE OF PRIMARY RESPONSIBILITY:— ADMINISTRATIVE SUPPORT AND LEGAL AFFAIRS	EFFECTIVE DATE: 06/28/01 REV. # — REV. DATE	Page 1 of 9 Pages
SUBJECT:— BYLAWS OF THE AUTHORITY		

REPLACES:—

~~Central Florida Regional Transportation Authority Administrative Rule Numbers 30B-1, 30B-2, 30B-3, 30B-19 and 30B-21, titled “Rules of Organization”, “Meetings and Workshops”, “Rulemaking Proceeding”, “Conflict of Interest” and “Office of Executive Director”, respectively.~~

BOARD GOVERNANCE (BYLAWS)

OBJECTIVE:—

~~The Central Florida Regional Transportation Authority (hereinafter “Authority”) was created by Part II, Chapter 343, Florida Statutes, to own, operate, maintain, and manage a public transportation system in the area of Seminole, Orange and Osceola Counties, to adopt such rules as may be necessary to govern the operation of a public transportation system and public transportation facilities, and to adopt bylaws for the regulation of the affairs and the conduct of the business of the Authority. It is, therefore, necessary to adopt this Administrative Rule 2 as the bylaws of the Authority.~~

EFFECTIVE DATE:

SCOPE:

This Administrative ~~Policy/Procedure~~Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board.

AUTHORITY:

Authority for ~~this policy and procedure are~~the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE 2: BYLAWS

Section 2.1. Adoption of Bylaws. The ~~Rules~~rules set forth in this Rule 2 shall constitute the Bylaws of the Authority for the purposes of the Act, and shall govern the affairs and the conduct of the business of the Authority with respect to the matters addressed herein. The Secretary to the Governing Board shall maintain a compilation of the Administrative Rules to be made available for public inspection at the offices of the Authority.

Section 2.2 Governing Board. The Governing Board shall be vested with all powers provided under the Act ~~and all provisions of general law~~ to carry out the purposes set forth in the Act. All powers of the Governing Board not expressly delegated to an official, employee or agent of the Authority pursuant to these Administrative Rules or other official action of the Governing Board are reserved to the Governing Board.

2.2.1. Composition. The Governing Board shall be composed of such Members as provided in the Act.

~~2.2.2. Terms of Office. The term of office of each Member of the Governing Board shall commence and expire in accordance with general law.~~

~~2.2.3. Vacancies; Resignations. A vacancy of any position on the Governing Board, whether resulting from the expiration of the term of a Member's appointment, the resignation of a Member or any other circumstance, shall be filled by the appointment of a new Member to such position by his or her respective appointing entity, for the term commencing after such expiration, or for the remainder of the term of such former Member, as the case may be. The resignation of any Member of the Governing Board shall be effective upon receipt or as provided in such resignation, as the case may be. A vacancy or vacancies on the Governing Board shall not impair the validity of any official action of the Governing Board taken during the existence of such vacancy or vacancies that otherwise complies with these Rules and general law.~~

~~2.2.2. Section 2.3. Officers of the Governing Board.~~ The Governing Board shall ~~biennially~~annually elect from its Members a Chairman, Vice Chairman, Secretary and may elect a Treasurer, who shall have the authority and such duties ~~as~~ set forth in these Rules or as otherwise assigned to them by the Governing Board. ~~No Member shall hold more than one office at the same time. No more than two offices can be held at any time by Members residing in or representing the same county.~~ All officers shall be elected ~~biennially~~ by the Governing Board at an organizational meeting held pursuant to ~~Rule 2.4.6.~~Section 2.3. Officers shall be elected by a ~~majority~~Majority of the ~~votes cast~~Members, and shall hold their respective offices from the ~~date~~first day of ~~election~~each Fiscal Year for a term of ~~two years~~one year, or until their respective successors are chosen, if later.

~~2.3.1. Assistant Officers; Clerk to the Governing Board. The Governing Board shall have the power to create and to fill by appointment, for such term as it may see fit, such additional Assistant Secretaries, Assistant Treasurers and other officers as it may see fit, and to prescribe such duties for them to perform as may be deemed necessary, which persons may or may not be Members. The Assistant Secretary shall serve as the Clerk to the Governing Board, with such duties and responsibilities as set forth in these Administrative Rules.~~

2.2.3. ~~2.3.2.~~ Removal from Office; Vacancies. An officer of the Authority may be removed from ~~such~~ office at any time, with or without cause, by the affirmative vote of ~~a majority~~the Majority of the Members ~~of the Governing Board~~. Any vacancy occurring in an officer position shall be filled by the Governing Board for the remainder of the term ~~by election of a Member to such position~~ at a regular or special meeting of the Governing Board.

2.2.4. ~~2.3.3.~~ Office of Chairman. The Chairman of the Governing Board shall preside at meetings of the Governing Board, call special meetings, sign and execute deeds, mortgages, bonds, contracts and other documents and instruments on behalf of the Authority, and perform such other duties as may be required by law or directed by the Governing Board. ~~The Chairman may establish reasonable procedures and rules of order for the conduct of meetings of the Governing Board.~~

2.2.5. ~~2.3.4.~~ Office of Vice Chairman. The Vice Chairman shall have the powers and perform such duties as may be delegated to that individual by the Governing Board and in the event of the death, absence or inability of the Chairman to act, perform the duties and exercise the powers of the Chairman.

2.2.6. ~~2.3.5.~~ Office of Secretary. The Secretary shall keep the minutes of all meetings of the Governing Board and such other meetings of the Authority for which minutes are required to be kept or, if not required by law, that the Governing Board deems desirable to be kept. The Secretary shall attest to the signature of other officers of the Authority when required or necessary. The Secretary to the Governing Board shall maintain thorough and accurate records of ~~these~~the Administrative Rules, the agendas of meetings of the Governing Board, resolutions and other instruments approved by the Governing Board. The Secretary shall perform the duties customarily performed by the ~~Secretary~~secretary to a governmental entity, as well as such other duties as may be prescribed by the Governing Board.

2.2.7. ~~2.3.6.~~ Office of Treasurer. The Treasurer shall be responsible for the financial affairs and records of the Authority, and shall have the custody of all the funds and securities of the Authority, except as may be otherwise provided by the Governing Board, and shall make such disposition of the funds and other assets of the Authority as directed by the Governing Board. The Treasurer shall keep or cause to be kept a record of all money received and expended, and all other financial transactions of the Authority. The Treasurer shall perform such duties as are customarily performed by the treasurer of a governmental entity and as may be required by general law or as directed by the Governing Board.

2.2.8. ~~2.3.7.~~ Office of Clerk to the Governing Board. The Clerk to the Governing Board shall be responsible for such matters as the Governing Board shall determine and as specified in these Rules.

2.2.9. Assistant Officers; Clerk to the Governing Board. The Governing Board shall have the power to create and to fill by appointment, for such term as the Governing Board may see fit, such additional Assistant Secretaries, Assistant Treasurers and other officers as the Governing Board may see fit, and to prescribe such duties for them to perform as may the Governing Board may deem necessary, which persons may or may not be Members. The Assistant Secretary shall serve as the Clerk to the Governing Board, with such duties and responsibilities as set forth in the Administrative Rules.

Section ~~2.4.2.3.~~ Meetings of the Governing Board. The Governing Board shall annually establish a schedule for meetings of the Governing Board. The Governing Board shall meet ~~regularly~~ at the offices of the Authority, or at such other location within the ~~boundaries of jurisdiction serviced by~~ the Authority ~~as the Chairman shall designate, at such times as the Chairman shall designate.~~ All meetings of the Governing Board except as may otherwise be provided herein below and in accordance with applicable law shall be duly scheduled, subject to public notice and open to the public, to the extent required by, and in accordance with, ~~general law.~~ Florida law. Members may attend, vote, and participate in any meeting of the Governing board by telephone or other applicable interactive medium.

~~2.4.1. Quorum and Voting Requirements. A simple majority of the voting Members of the Governing Board shall constitute a quorum.~~

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

2.3.2. ~~2.4.2.~~ Actions, Voting Requirements. Except as otherwise required by general law or these Administrative Rules, (i) all official actions of the Governing Board shall be taken by resolution or motion, and (ii) shall be

adopted by a ~~vote of a simple majority~~Majority of the Members ~~present at such meeting where a quorum is present~~. Votes of the Members ~~of the Governing Board~~ shall be cast by voice vote, unless the Chairman, Vice Chairman or ~~any four~~a Majority of the Members shall request an alternative method that is permitted by law. Resolutions as adopted shall be memorialized in writing and included for adoption of the minutes at the subsequent meeting of the Governing Board.

2.3.3. ~~2.4.3.~~ Adjournment; Reconvening. Any meeting of the Governing Board at which a ~~quorum~~Quorum is present may be adjourned ~~from day to day or from time to time~~ by the vote of a simple majority of the Members present. In ~~case there be the event~~ no ~~quorum~~Quorum is present on the day fixed for any meeting of the Board, such meeting may be ~~adjourned~~cancelled and rescheduled by the Chairman, Vice Chairman or Chief Executive Director, from timeOfficer, to a time until and date at which a quorum be obtained. At any reconvened meeting at which a quorum ~~shall be~~is present, the Governing Board may take any official action which might have been taken at the original meeting.

2.3.4. ~~2.4.4.~~ Meeting Agendas. The Authority shall prepare an agenda ~~for prior to~~ each meeting of the Governing Board ~~within such time as to permit any person in the state who requests a copy and pays the reasonable costs of creating and mailing such copy to receive such copy at least seven (7) calendar days prior to the respective meeting, except in the case of emergency meetings~~and shall provide appropriate notice thereof in accordance with Florida law. The agenda shall list the items in the order they are intended to be considered. ~~For good cause stated in the record, items~~ Items on the agenda may be considered out of their stated order with the approval of the person designated to preside in his/her discretion. The agenda shall be specific as to items to be considered. ~~All~~Except in matters of emergency nature that may not have been known upon distribution of the agenda, all matters involving the exercise of agency discretion and policy-making shall be listed and summarized on the agenda. ~~Additions to agenda items such as "old business," "new business," "other business," or "other matters which may come before the Authority" or similar terms shall be for consideration of solely ministerial, or internal administrative matters which do not affect the interests of the public generally.~~

2.3.5. ~~2.4.5.~~ Emergency, Special and Closed Meetings. The Governing Board may convene emergency meetings, special meetings and meetings closed ~~meetings to the general public,~~ subject to and in accordance with the requirements of ~~general~~Florida law, when directed by the Chairman, Vice Chairman or a ~~majority~~Majority of the Members ~~of the Governing Board.~~

2.3.6. ~~2.4.6.~~ Organizational Meeting. The Governing Board shall annually hold its organizational meeting during ~~its~~a regular business meeting ~~in the month~~

~~of June every two (2) years~~ prior to the end of the Fiscal Year for purposes of electing the officers of the Governing Board pursuant to ~~Rule 2.3, these Administrative Rules,~~ or, if the organizational meeting of the Governing Board cannot be ~~not~~ held at such meeting, the election of ~~such~~ the officers of the Governing Board shall be held at the next regularly scheduled meeting at which ~~such an~~ election is practical.

~~Section 2.5. — Rules Manual; Policies Manual. The Secretary to the Governing Board shall maintain a compilation of these Administrative Rules as the Rules Manual, to be made available for public inspection at the offices of the Authority. The Executive Director shall maintain a compilation of these Administrative Rules together with all managerial policies established by the Executive Director and his management level employees pursuant to their authority under these Rules, as the Policies Manual, shall make such Policies Manual~~ Section 2.4. Procedures. The Chief Executive Officer, pursuant to his or her authority under these Administrative Rules, may establish "Procedures" and shall make such Procedures available for public inspection at the offices of the Authority, and shall distribute such Policies Manual said Procedures to the officials Members, executive administrators and employees of the Authority as the Chief Executive Director Officer deems in the best interest of the Authority. The Governing Board may request revisions, modifications, or amendments to the Procedures at any time and from time to time. The Administrative Rules shall have precedence over, govern and control the Procedures, and no provision of the Procedures shall conflict with the Administrative Rules.

~~Section 2.6. — Resolutions and Motions of the Governing Board. All resolutions adopted by the Governing Board shall be set forth in writing, duly approved at a duly held meeting of the Governing Board, and executed by the Chairman or Vice Chairman, whose signature shall be attested to by the Secretary or Assistant Secretary. A Motion of the Governing Board may be adopted in written form or verbally, and shall be recorded by the Secretary or Assistant Secretary verbatim in the minutes of the meeting of the Governing Board.~~

~~Section 2.7. Section 2.5. Rulemaking. The Governing Board shall may, from time to time, adopt additional rules, or supplement these Administrative Rules, to govern the operation of a the Public Transportation System and Public Transportation Facilities, and to regulate the affairs and the conduct of the business of the Authority. Such Rules shall be adopted by formal resolution. Promptly upon their adoption, such Rules shall be incorporated into the Rules Manual and Policies Manual by the Secretary and Executive Director, respectively, in accordance with Rule 2.5.5. All rules, Administrative Rules, resolutions, procedures, or policies adopted by the Governing Board shall have precedence over, govern and control any rules, policies, and/or procedures established by the Chief Executive Officer and/or Authority staff.~~

~~Section 2.8. Section 2.6. Contracts and Other Instruments. The Governing Board shall may, from time to time, authorize and approve contracts, instruments, agents~~

and other obligations of the Authority as permitted and authorized under the Act, and these Administrative Rules.

~~2.8.1 Approval of Contracts. No contract, instrument or other obligation shall be entered into by the Authority or shall constitute a valid and enforceable obligation of the Authority unless such contract, instrument or other obligation is first approved substantially as to form by the Governing Board, except for:~~

~~A. Contracts authorized pursuant to the Rules of Procurement (Rule 4 of these Administrative Rules);~~

~~B. Contracts for which no form is available, provided that the Governing Board adopts a resolution stating (i) the specific details of such contract to the extent necessary to legally delegate to the Executive Director the authority to execute such contract, and (ii) the reason or reasons why it is in the best interests of the Authority to approve such contract without the benefit of a form; and~~

~~C. Contracts or other instruments which are part of and ancillary to a financial transaction approved by the Governing Board in a resolution that includes as exhibits the forms of the central documents.~~

~~The Executive Director and/or legal counsel to the Authority may approve changes to a contract which has been approved as to form by the Governing Board provided that (i) such changes, read together, do not cause such contract, instrument or other obligation to be materially different from the form approved by the Governing Board, and (ii) the Governing Board expressly authorizes the Executive Director and/or legal counsel, as the case may be, to approve such changes in the resolution or motion approving the form of the contract.~~

~~2.8.2. Execution and Performance of Contracts. The Chairman, Vice Chairman or Executive Director (or his designee pursuant to Rule 2.10.3) may execute any contract, instrument or other obligation of the Authority approved in accordance with, or otherwise authorized under, Rule 2.8.1. The Executive Director may undertake such actions, and direct the staff of the Authority to undertake such actions, as the Executive Director deems necessary to perform the obligations of the Authority within the reasonable intent of any such contract, instrument or other obligation.~~

Section ~~2.9.2.7~~ 2.7, Budget of the Authority. The Treasurer, Chief Executive Director~~Officer~~ and ~~staff of the~~ Authority staff shall annually prepare a proposed budget of the Authority for the next ~~fiscal year of the Authority~~Fiscal Year. Such budget shall set forth the anticipated service levels, expenses and revenues of the Authority, in accordance with ~~general~~Florida law and generally accepted governmental accounting principles. Such budget shall also reflect any preferences or policies of the Governing Board with respect to the information contained therein.

~~2.7.1. 2.9.1.~~ Budget Presentation. The Chief Executive Director~~Officer~~ shall (i) present the proposed budget to the Governing Board for consideration in a regularly scheduled meeting at least ~~sixty-fourty-five (6045)~~ days in advance of the commencement of the next ~~fiscal year~~Fiscal Year, in sufficient detail to inform the Governing Board as to the fiscal and policy implications of such budget, and ~~shall(ii)~~ provide the Members of the Governing Board with ~~such~~ additional information as they shall require to evaluate the budget.

~~2.7.2. 2.9.2.~~ Approval of Budget. The Chief Executive Director~~Officer~~ and staff shall make any revisions, additions or deletions to the budget directed by the Governing Board subsequent to the budget presentation and submit the revised budget to the Governing Board at a regularly scheduled meeting in advance of the next fiscal year for ~~its~~the Governing Board's consideration and approval.

~~2.7.3. 2.9.3.~~ Deviations; AmendmentsBudget Status. The Chief Executive Officer shall periodically update the Governing Board as to the status of and compliance with the budget. Any change that (or series of changes that in the aggregate) constitutes a material deviation or variance from the approved budget shall be subject to the approval by the Governing Board in the form of a budget amendment. All budget amendments shall be submitted ~~to~~for approval by the Governing Board ~~in writing to be approved by motion or resolution.~~

Section ~~2.10.2.8.~~ Chief Executive Director~~Officer.~~ Pursuant to the Act, the Governing Board hereby establishes the position of the Chief Executive Director~~Officer~~ of the Authority as the highest administrative official and chief executive officer of the Authority.

~~2.10.1. Appointment; Compensation; Service.~~ The Executive Director shall be appointed by the Governing Board for such term, and with such compensation, as the Governing Board shall specify. Except as may be expressly provided in a duly approved employment contract between the Authority and the Executive Director, the Executive Director shall serve at the pleasure of the Governing Board, and may be removed by the Governing Board, with or without cause, at any time.

~~2.10.2. Powers and Duties.~~ The Executive Director shall have the following powers and duties:

~~A. Day to day management of the operation of the Authority, including the Public Transportation Facilities and Public Transportation System, day-to-day supervision of Authority employees, and the establishment of detailed managerial policies to carry out such management and~~

~~supervision, all in accordance with these Administrative Rules and official policies and directions of the Governing Board;~~

~~B. Appointment and dismissal of employees of the Authority, subject to budgetary limitations, provided that all Executive Officers are to be appointed by the Executive Director subject to the confirmation of the Governing Board.~~

~~C. Implementation of all Administrative Rules and policies of the Governing Board;~~

~~D. Preparation and publication of agendas of all meetings of the Governing Board; and~~

~~E. Such other powers and duties as are expressly assigned or delegated to the Executive Director under these Administrative Rules or by official action of the Governing Board.~~

2.8.1. 2.10.3. ~~Delegation of Powers and Duties.~~ The Chief Executive ~~Director~~Officer is authorized to delegate the powers and duties conferred under these Administrative Rules as necessary and practical to carry out the day-to-day management of the Authority, provided that the Chief Executive ~~Director~~Officer shall remain directly accountable to the Governing Board with respect to the exercise of all such powers and duties, whether or not so delegated.

~~Section 2.11. Code of Ethics. The State of Florida has adopted a Code of Ethics for Public Officers and Employees, applicable to Members, officers and employees of the Authority, found in Part III of Chapter 112, Florida Statutes. The declared policy of this law is to prohibit any Member, officer or employee from having any interest in, or engaging in, any obligation "which is in substantial conflict with the proper discharge of his duties in the public interest." All Members, officers and employees of the Authority shall familiarize themselves with and comply with all applicable provisions of Part III of Chapter 112, Florida Statutes, which includes language prohibiting any Member, officer or employee of the Authority from:~~

- ~~i. using or attempting to use his or her official position to secure special privileges or exemptions for himself/herself, or others;~~
- ~~ii. accepting employment or engaging in any business or professional activity which might reasonably be expected to require or induce the disclosure of confidential information acquired by the Member, officer or employee by reason of official position;~~
- ~~iii. disclosing to others, or using for personal benefit, any confidential information gained by reason of official position;~~
- ~~iv. accepting other employment which might impair the independence or judgment of the Member, officer or employee in the performance of public duty; receiving any compensation for official services to the Authority from any source other than the~~

~~Authority, or when such compensation is offered to influence a vote or other action of the officer or employee;~~

- ~~v. transacting any business in an official capacity with any other business entity of which the Member, officer or employee is an officer, director, agent, member or owns a controlling interest; and~~
- ~~vi. having personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.~~

~~Part III of Chapter 112, Florida Statutes, also mandates that certain specific Members, officers and employees comply with financial disclosure and gift reporting requirements. The Authority shall maintain current lists of reporting individuals as required by State law. This Section provides additional requirements to assure the ethical conduct of Members, officers and employees of the Authority, and shall be, wherever possible, construed as supplemental to Part III of Chapter 112, Florida Statutes.~~

~~2.11.1 General Standards of Conduct. This Rule prescribes standards of ethical conduct for all Members, officers and employees of the Authority, and is intended to require that each and every such individual avoid any action, whether or not specifically prohibited, which might result in or create the appearance of:~~

- ~~i. using public office for private gain;~~
- ~~ii. offering preferential treatment to any Person;~~
- ~~iii. impeding the Authority's efficiency or economy;~~
- ~~iv. compromising complete independence or impartiality;~~
- ~~v. making an Authority decision outside of official channels;~~
- ~~vi. affecting adversely the confidence of the public in the integrity of the Authority; or~~
- ~~vii. receiving compensation from any sources other than the Authority for performing official duties or any work performed on behalf of or in connection with official Authority business.~~

~~2.11.2 Outside Business or Employment. No officer or employee of the Authority shall accept outside employment or engage in any private business if such outside employment or private business would interfere with the normal conduct of the his or her position or office. No officer or employee shall engage in outside business or employment, unless written approval is first obtained from the Executive Director. Any such request shall state the potential employer's or business' name and address, and shall describe with particularity the employee's prospective duties or participation and the anticipated hours of employment or activity that would be associated with that business or employment. This request shall be submitted to the employee's immediate supervisor~~

~~and then forwarded to the Executive Directors office via the employee's chain of command, with recommendations for approval or disapproval noted by each level of the chain of command. No Member, officer or employee shall personally, or through a business, in which he or she owns a Material Interest, provide goods or other services to the Authority for compensation.~~

~~2.11.3 Former Officers and Employees. No former Member, officer or employee of the Authority shall personally represent another Person or entity for compensation before the Governing Board or the Authority (within meaning of Section 112.313(13), Florida Statutes, or any successor provision thereof), except for the purpose of collective bargaining, until the expiration of a period of two (2) years following the vacation of office or termination of employment of such Member, officer or employee. This Rule shall be strictly construed to prohibit former employees from acting as paid lobbyists engaged for the sole purpose of influencing the Authority. It shall not prohibit a former employee from participating in a contract, or a bid or proposal for the award of a contract, to provide services to the Authority within the former employee's professional expertise.~~

~~2.11.4 Employment of Relatives. If the Executive Director determines that an emergency, as defined in Section 252.34(3) of Florida Statutes, exists, the Executive Director may authorize, to the extent necessary to address and cope with such emergency, the temporary employment of individuals whose employment would otherwise be prohibited by Section 112.3135 of Florida Statutes.~~

~~2.11.5 Influencing of Votes. No Member, officer or employee of the Authority shall, directly or indirectly, give or promise any Person or Persons any office, public employment, benefit or anything of value for the purpose of influencing or obtaining the political aid or vote of such Person or Persons.~~

~~2.11.6 Gratuities. No Member, officer or employee shall solicit directly or indirectly any Gratuity regardless of value from any Person. Provided, however, a Member, officer or employee may solicit or accept a Gratuity from a Relative or a personal friend who has no business interest or dealing with the Member, officer or employee in their official capacity. No Member, officer or employee shall accept directly or indirectly any Gratuity, regardless of value, which is offered based upon any understanding, or under circumstances that would reasonably suggest, that the vote, official action, or judgment of the Member, officer or employee would be influenced thereby. No Member, officer or employee may knowingly accept a Gratuity valued in excess of \$25 from any Person (other than a Relative) or business with whom the Authority previously had, currently has, or in the foreseeable future may have, a business relationship, or with respect to whom the Member, officer or employee previously or currently makes, or may in the foreseeable future make, decisions affecting such Person's business, property or personal interests.~~

~~Notwithstanding the forgoing, Members, officers and employees may accept Gratuities under the following circumstances:~~

- ~~i. when tendered to a Member, officer or employee by a Relative;~~
- ~~ii. when tendered to a Member, officer or employee on an appropriate gift giving occasion (e.g. Christmas, birthday) when the circumstance clearly indicate motivating interests other than the business connection of the Member, officer or employee and the value is less than \$25;~~
- ~~iii. when tendered to a Member, officer or employee by a personal friend who has no business interest or dealings with such individual in his or her official capacity;~~
- ~~iv. when consisting solely of a meal and incidental entertainment offered on an occasional or sporadic basis in a professional or social event when the value is less than \$25;~~
- ~~v. campaign contributions otherwise disclosed on appropriate state forms;~~
- ~~vi. a Gratuity offered to the Authority and accepted on behalf of the Authority, with said Gratuity to remain the property of the Authority; and~~
- ~~vii. admission to events to which a Member, officer or employee is invited in his or her official representative capacity, and the value is less than \$25.~~

~~2.11.7 Confidentiality of Information. No Member, officer or employee shall furnish to anyone any information, other than public information, that was obtained as a result of his or her relationship with the Authority, for the purpose of gaining personal advantage for himself/herself or another. This Section shall not be construed to limit, hinder or prevent the divulgence or use of information in the performance of official duties, but shall prohibit the use of or providing of information that would place the Member, officer or employee, or the recipient of the information, in a vantage position over the general public, and thereby constitute a violation of public trust.~~

~~2.11.8 Coercion. No Member, officer or employee shall use, or permit a Relative to use, the official status of such Member, officer or employee to coerce or give the appearance of coercing a Person to provide benefit to himself/herself, or another Person, particularly one with whom the Member, officer or employee officer has family, business or financial ties.~~

~~2.11.9 Interest in Contracts with Authority. No Member, officer or employee shall be directly or indirectly employed by any Person, firm or corporation nor be interested, directly or indirectly, in any firm or corporation having, or proposing to have, any contractual relation with or rendering, or proposing to render for any consideration, services to the Authority, when the approval, concurrence, decision, recommendation or advice of the Member, officer or employee shall be sought, obtained or required in connection with such contractor service. No Person, firm or corporation having, or proposing to have, any contractual relationship with, or rendering, or~~

~~proposing to render, for any consideration, services to the Authority, shall employ or have as an interested party, directly or indirectly, any Member, officer or employee, when the approval, concurrence, decision, recommendation or advice of such Member, officer or employee shall be sought, obtained or required in connection with such contract or service.~~

~~2.11.10 Use of Authority Assets. Unless specifically permitted by Authority policy, the use of Authority facilities, equipment, vehicles, supplies, on duty personnel or other goods or services is limited to Authority business; they may not be used for private or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with Authority policy or with written approval of the Executive Director.~~

~~2.11.11 Bona Fide Business Transactions. This Section shall not be construed to prevent a Member, officer or employee from entering into a bona fide business transaction for the services of or purchase of goods or materials from a Person, firm or corporation doing business with the Authority when no special benefit not otherwise available to other patrons of the Person, firm or corporation is accorded or sought by the Member, officer or employee.~~

~~2.11.12 Form of Certification. Each Member shall execute a Certification of Code of Conduct substantially in the form attached hereto as Exhibit "B-1A". Each officer and employee shall execute a Certification of Code of Conduct substantially in the form attached hereto as Exhibit "B-1B".~~

~~2.11.13 Penalties. In addition to the penalties available under Part III of Chapter 112, Florida Statutes, for violation of the provisions thereof, (1) any Member found to have violated any provision of this Section may be subject to sanction or disciplinary action by the Governing Board, and (2) any officer or employee found to have violated any provision of this section may be subject to disciplinary action by the Governing Board or the Executive Director, including immediate dismissal. Any contractor, supplier or vendor found to have violated any provision of this Section may be barred from participating in procurement procedures of the Authority in accordance with these Administrative Rules.~~

~~Section 2.12.~~ Section 2.9. Authority Offices. The main office of the Authority shall be located at ~~455 West Amelia Street, Suite 800,~~445 North Garland Avenue, Orlando, Florida, or such other reasonably accessible location, within the boundaries of the Authority, as the Governing Board shall designate from time to time.

Section ~~2.13.~~2.10. Official Seal of Authority. The seal on file with the Clerk ~~of~~to the Governing Board as the official seal is hereby adopted as the Authority's official seal pursuant to the Act. The Chairman, Vice Chairman, Chief Executive Director~~Officer~~, Secretary and Clerk to the Governing Board are hereby authorized to apply the official seal to resolutions, contracts and other instruments of legal import ~~duly approved by the Governing Board to signify such approval.~~ Notwithstanding the foregoing, the application of the official seal shall not be a condition to the legal

effectiveness of any resolution, contract or other instrument of legal import ~~duly approved by the Governing Board~~. The Chairman and other Members of the Governing Board and the Chief Executive Director Officer are each hereby authorized to use or display the official seal ~~in any other form~~ as a symbol of the ~~office or authority or involvement of such Member or Executive Director~~ Authority.

ADMINISTRATIVE RULE 3		No. ADM-003
OFFICE OF PRIMARY RESPONSIBILITY _____ Human Resources	EFFECTIVE DATE: REV. _____ REV. DATE October 25, 2001	Page 1 of 2 Pages
SUBJECT: EMPLOYMENT PRACTICES		

ADMINISTRATIVE RULE 3

REPLACES:

~~Central Florida Regional Transportation Authority Transitional Rules 1.6, 1.8, 1.9, and 1.10, titled "Discipline Standards and Procedures", "Job Requirements, Duties and Responsibilities Concerning Employee Positions", "Smoking Policies", and "Promotion and Selection".~~

OBJECTIVE:

~~The Central Florida Regional Transportation Authority (hereinafter "Authority") was created by Part II, Chapter 343, Florida Statutes, to own, operate, maintain, and manage a public transportation system in the area of Seminole, Orange and Osceola Counties, and to adopt such rules as may be necessary to govern the operating of a public transportation system and public transportation facilities. The Authority has adopted a number of Transitional Rules to serve as the rules of the Authority until such new Administrative Rules are in place. It is, therefore, necessary to repeal those Transitional Rules associated with Employment Practices and establish these Administrative Rules for such purposes.~~

HUMAN RESOURCES

EFFECTIVE DATE:

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board.

AUTHORITY:

Authority for ~~this policy and procedure are~~ the establishment of this Administrative Rule is as follows:

Part III, Chapter 343, Florida Statutes

RULE:

Section 3.1. Establishment and Scope of Human Resources Rule. The Governing Board has established this Rule 3 as the "Human Resources Rule" of the Authority to govern the management, hiring, promotion and conduct of all officers and employees of the Authority, except to the extent that the same with respect to a specific officer or employee is subject to the terms of a duly authorized collective bargaining agreement that expressly conflicts with this Rule 3.

Section 3.2. Definitions. In addition to the other terms defined in these Administrative Rules, the following terms shall have the following meanings.

3.2.1. "Collective Bargaining Unit" means those employees of the Authority represented by ~~the Amalgamated Transit Union, Local 1596 in the~~ "Employee Representative" or "Union" in a bargaining unit defined by the Florida Public Employees Relations Commission ~~in Case No. RC 82.021 (or as defined in any subsequent legally binding ruling, decision or agreement), as follows::~~

~~All Leadmen, Bus Mechanics, Bus Body Repairmen, Painters and Upholsterers, Greasers, Inspectors, Utilitymen, Building Grounds Maintenance Specialist and Bus Operators.~~

3.2.2. "Exempt Employees" means employees and personnel employed in executive, administrative, professional, outside sales, ~~or certain computer-~~ related capacities, ~~that are generally exempt from the~~ and any other category of employee exempted from the minimum wage and/or overtime requirements of the "Fair Labor Standards Act," and/or the "Florida Minimum Wage Amendment."

3.2.3. "Non-Exempt Employees" means all employees and personnel other than Exempt Employees.

Section 3.3. Management.

3.3.1. Authority of Chief Executive ~~Director~~Officer. The Chief Executive ~~Director~~Officer is authorized to ~~established~~establish such policies pertaining to the hiring, promotion, management and conduct of all officers and employees of the Authority as are consistent with these Administrative Rules and any policies or directives of the Governing Board established by official action.

3.3.2. Managerial Positions. The Chief Executive ~~Director~~Officer may establish such managerial positions, subject to the review and approval by the Governing Board from time to time, and delegate to such managers, pursuant to ~~Rule 10.2.3,~~the Administrative Rules, such authority and responsibility, as he or she deems necessary to carry out the day-to-day management of the Authority.

3.3.3. Compensation. Employees of the Authority, other than employees within ~~the~~ a Collective Bargaining Unit, ~~will~~shall be compensated under the "Pay Plan" established by the Chief Executive ~~Director~~Officer in conjunction with any applicable law. Employees in a Collective Bargaining Unit ~~employees~~ will be compensated ~~under the rules and regulations as~~

~~established by the current Labor Agreement~~ pursuant to a "Collective Bargaining Agreement" between the Authority and the ~~Amalgamated Transit Union Local 1596, or any other bargaining unit that is recognized by the Authority~~ Employee Representative or Union.

3.3.4. Hours of Work. The Chief Executive ~~Director~~Officer shall establish the time and duration of working hours as required by work load and production flow, customer service needs, the efficient management of human resources, and any applicable law. All Non-Exempt Employees shall complete an individual time record showing daily hours worked. Exempt Employees are not required to fill out hourly time records but must account for daily attendance. Exempt ~~employees~~Employees will not receive overtime compensation.

3.3.5. Family and Medical Leave. The Authority will grant up to 12 weeks of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993. The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances.

Section 3.4. Hiring, Retention and Promotion.

3.4.1 Hiring; Equal Opportunity. The Authority shall provide equal opportunity in employment to all employees and applicants for employment. The hiring process will be governed by the Federal Equal Employment Opportunity Act, Florida State Statutes and other applicable provisions of general law.

3.4.2. Introductory Period. All new employees of the Authority will serve an ~~Introductory Period. Administrative employees will serve a period of 90 calendar days. Employees that are represented by a Collective Bargaining Unit will serve a~~introductory period of 120 calendar days: ("Introductory Period").

3.4.3. Promotion. The Authority shall offer employees promotions to higher level positions when deemed appropriate by the Chief Executive ~~Director~~Officer. The Chief Executive ~~Director~~Officer may, in his or her reasonable discretion, first consider current employees with the necessary qualifications and skills to fill vacancies above the entry level before considering outside candidates to fill such positions. Promoted employees will be subject to the ~~provisions of the~~ Introductory Period ~~Policy~~ in their new positions.

3.4.4. Termination. The Chief Executive ~~Director~~Officer may terminate employment because of an employee's resignation, discharge, retirement, the expiration of an employment contract, a permanent reduction in the workforce, violation of these Administrative Rules or the policies of the Chief Executive ~~Director~~Officer, or any other reason not prohibited by law. Except as expressly provided to the contrary in a written employment agreement, or Collective Bargaining Agreement, all employment with the Authority is at will, and employees are free to resign at any time and for any reason, and the Authority reserves the right to terminate employment at any time and for any reason.

Section 3.5. Conduct.

3.5.1 Attendance and Punctuality. Employees shall report for work punctually and shall work all scheduled hours and any required overtime. Unauthorized or excessive

absences or tardiness will result in disciplinary action, up to and including termination. Employees who are absent for three (3) consecutive days without giving proper notice to the Authority will be deemed to have resigned from employment.

3.5.2. Property, Equipment and Facilities. Authority property, equipment and facilities including, without limitation, automobiles are made available for use in the accomplishment of Authority business only. Any employee found to be engaged in the use of Authority property, equipment and facilities including, without limitation, automobiles for anything other than official business will be subjected to disciplinary action, up to and including termination.

3.5.3 Travel. All business travel must be approved in advance and in accordance with the Administrative Rules. Expenses for approved travel will be paid or reimbursed when properly documented by the employee. Employees traveling on Authority business are representatives of the Authority and are expected to maintain a high level of professionalism and to follow all applicable policies and rules.

3.5.4. Drug Free Workplace. All Authority property including without limitation, offices, garages, terminals, busses and other facilities, are considered drug free workplaces. The illegal use (including being under the influence of an unlawful drug or alcohol while on the job), sale, manufacture, distribution, or possession of narcotics, drugs or controlled substances, while on the job or on any Authority property, by any employee, is sufficient grounds for immediate termination.

The Authority shall comply with the applicable requirements of the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs and the Federal Transit Administration (FTA) Prevention of Prohibited Drug Use in Transit Operations as well as the FTA Prevention of Alcohol Misuse in Transit Operations.

3.5.5. Solicitation. ~~The solicitation and the distribution of literature on Authority premises or in its transportation system by employees or non-employees without prior express consent of the Executive Director is prohibited. The Executive Director may, at his or her discretion, authorize a limited number of fund drives by employees on behalf of specific charitable organizations.~~ Solicitation of Authority employees during working hours of any employee who is involved in the solicitation is prohibited. Distribution of literature during working hours of any employee involved in the distribution of literature or in areas where the actual work of the Authority is performed is prohibited.

3.5.6. Productive Work Environment. The Authority shall at all times promote a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated, including harassment for any of the following reasons: race, national origin, religion, disability, pregnancy, age, military status or sex. Any employee, supervisor, or manager who is found to have engaged in any harassing behavior will be subject to appropriate disciplinary action, up to and including immediate termination.

3.5.7. Grievance Procedures. The Chief Executive ~~Director~~ Officer shall establish a proper forum to be available to employees for use in dispute resolution. The Chief Executive

~~Director~~Officer shall also establish a grievance policy which shall deal with employee issues in a fair and just manner, giving all parties the opportunity to be heard. A grievance may involve any difference between ~~the~~an employee and the Authority that involves the meaning, interpretation or application of ~~any Authority policy. Salary, performance appraisals and discipline administered during an employee's introductory period are excluded from the grievance procedure~~Authority policies. Only employees that have satisfactorily completed their introductory period are entitled to use the grievance policy or procedure. Performance evaluations or appraisals, including "COLA" or "Merit" pay increases, are excluded from consideration under the grievance policy or procedure, unless the evaluation or appraisal results in an employee's termination from employment.

3.5.8. Disciplinary Procedures. The Chief Executive ~~Director~~Officer shall establish disciplinary standards in accordance with applicable provisions of general law and due process. The Authority reserves the right to administer discipline consistent with the employment-at-will doctrine of the State of Florida and to proceed directly to immediate termination for misconduct or performance deficiency, without prior disciplinary steps, when appropriate.

ADMINISTRATIVE RULE		No- ADM-004
OFFICE OF PRIMARY RESPONSIBILITY: Purchasing & Contracts Division	EFFECTIVE DATE: 01/24/02 REV. _____ REV. DATE	Page 1 of 21
SUBJECT: Procurement Practices		

ADMINISTRATIVE RULE 4

REPLACES:-

Transitional Rules 2.1 (30B 7.001) through 2.8 (30B 7.001) and 2.11 (30B 7.011) through 2.14 (30B 7.014); ~~Central Florida Regional Transportation Authority Procurement Policies & Procedures dated August 1995.~~

CONTRACT ADMINISTRATION

EFFECTIVE DATE:

OBJECTIVE:

~~The “Authority” was created by the Act, to own, operate, maintain, and manage a public transportation system in the area of Seminole, Orange and Osceola Counties, and to adopt such rules as may be necessary to govern the operating of a public transportation system and public transportation facilities. In the course of owning, operating, maintaining and managing its public transportation system, the Authority is charged with expending taxpayers’ dollars for the procurement of goods and services in a fiscally responsible and equitable manner. It is, therefore, necessary to establish this Rule 4 as the Rules of Procurement of the Authority to govern the procurement of goods and services.~~

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board ~~as provided herein.~~

AUTHORITY:

Authority for ~~this policy and procedure~~ the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE: 4: Contract Administration

~~4.1 Establishment and Scope of Procurement Rule.~~

~~The Governing Board has established this system governing the procurement of goods and services and contract administration.~~

4.1 ~~4.2~~ Definitions.

In addition to the other terms defined in ~~this Rule~~ the Administrative Rules, the following terms shall have the following meanings:-

~~4.2.1 Agreement means a written agreement between the Authority and a Vendor or Vendors covering the work to be performed and/or goods to be purchased.~~

~~4.2.2 Amendment means a modification, deletion, or addition to an executed Contract (including work orders) by means of a formally executed document signed by all parties.~~

4.1.1 ~~4.2.3~~ Bid means a formal written price offer by a Vendor to the Authority to furnish specific goods or services in response to an Invitation ~~to Bid~~ for Bid which if accepted by the Authority would be a binding obligation of the Bidder.

~~4.2.4 Bid Award means the award of a Bid to a Vendor pursuant to this Rule.~~

~~4.2.5 Bid Bond means a form of bid security executed by a Vendor as principal and by a surety to guarantee that a Vendor will enter into the contract within a specified time and furnish any required Performance Bond.~~

~~4.2.6 Bid Deposit means a sum of money or certified/cashier's check deposited by a Vendor to guarantee that the Vendor will enter into a Contract within a specified time and furnish any required Performance Bond.~~

4.1.2 Bidder means a Vendor who has submitted a Bid to the Authority.

4.1.3 ~~4.2.7~~ Blanket Purchase Order means a Purchase Order under which a Vendor agrees to provide goods or services to the Authority on a demand basis.

~~4.2.8 Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other legal entity through which business is conducted.~~

4.1.4 ~~4.2.9~~ Change Order means a written modification to a Contract or Purchase Order, which normally revises the quantities or scope of services or provides for an extension of time to complete a Contract.

4.1.5 ~~4.2.10~~ Contract or Agreement means any legally enforceable ~~Agreement~~ agreement for the purchase or sale of supplies or performance of ~~supplies or~~ services, and including without limitation, contracts for a fixed price, cost, cost plus a fixed fee, incentive contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders. It also includes supplemental agreements, work orders and change orders with respect to any of the foregoing.

4.1.6 ~~4.2.11~~ Contracting Officer means any person (or a duly appointed successor) authorized to enter into, execute, administer and make written determination of Contracts on behalf of the Authority pursuant to the Rule.

4.1.7 ~~4.2.12~~ Contractor means any Vendor or service provider having a Contract with the Authority-

~~4.2.13 Cooperative Purchasing means procurement conducted by or on behalf of more than one public procurement unit.~~

~~4.2.14 Data means recorded information regardless of form or characteristic.~~

4.1.8 ~~4.2.15~~ Debarment means a disqualification of a Vendor to receive and participate in Invitations to Bid or Requests for Proposals or the award of Contracts by the Authority for a specified period of time pursuant to Section 4.8 hereof.

4.1.9 ~~4.2.16~~ Direct Pay means a check request submitted to the Finance Division of the Authority for purchases of items defined in this Rule, and items below the threshold as defined in the Finance Policy and Procedure.

4.1.10 ~~4.2.17~~ Disadvantaged Business Enterprise (DBE) means a Vendor for which the gross revenues or number of employees averaged over the past years, inclusive of affiliates as defined by 13 C.F.R.121.103, does not exceed the size standards as defined pursuant to Section 3 of the Small Business Act and for which the personal net worth of each owner (excluding primary residence and interest in Business) does not exceed ~~\$750,000.00~~ and 750,000.00, does not exceed \$17.4 million average annual receipts over the firm's previous three fiscal years and meets all criteria established in 49 C.F.R. Part 26 Sub Part D Certification Standards, as amended or supplemented, or any successor provision.

~~4.2.18 Emergency Purchase means a Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety, and welfare of the Authority and for fiscal reasons pursuant to Section 4.5.9 hereof. Lack of planning, or funding surpluses, do not constitute Emergency Purchases.~~

4.1.11 Emergency Procurement shall be as defined in Section 4.6 herein.

4.1.12 ~~4.2.19~~ Invitation to Bid means for Bid (IFB) means a solicitation by the Authority for a procurement and shall include all documents ~~including those~~ attached or incorporated by reference utilized ~~for soliciting competitive bids.~~

~~4.2.20 Item means a single, separate unit, article, product, material or service.~~

~~4.2.21 Mandatory Bid Amount means the threshold dollar amount established as policy by the Governing Board at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein.~~

~~4.2.22 Payment Bond means a bond of a Contractor/Vendor in which a surety guarantees payment to the Authority for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the Contract~~within such solicitation.

4.1.13 ~~4.2.23~~ Procurement means the buying, purchasing, renting, leasing or otherwise obtaining of any supplies, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

- ~~4.2.24 Professional Services means services as defined and prescribed under Florida Statute 287.55 as amended, or any successor provision.~~
- 4.1.14 Revenue Contract means a Contract for which the Authority shall receive compensation or benefit (monetary, in trade or exchange).
- 4.1.15 ~~4.2.25~~ Proposal means an executed formal document submitted by an offerer a Vendor to the Authority stating the goods and/or service offered to satisfy the need as requested in a Request for Proposals or Request for Information, which if accepted by the Authority would represent a binding obligation to the Vendor.
- ~~4.2.26 Proprietary Purchase means a purchase that occurs pursuant to Section 4.5 hereof, when there is more than one Vendor who can provide the goods or services, but because of extenuating circumstances only one specific Vendor should provide the goods or services.~~
- 4.1.16 Proposer means a Vendor who has submitted a Proposal to the Authority.
- 4.1.17 ~~4.2.27~~ Purchase Order means the Authority's document used to authorize a purchase transaction with a Vendor.
- ~~4.2.28 Quotation means any oral or written informal offer by a Vendor to the Authority to furnish specific goods and/or services at a stated price.~~
- 4.1.18 Purchasing and Contracts Division means the Authority division responsible for the administration of Procurements and the Procurement process.
- 4.1.19 ~~4.2.29~~ Request for Information (RFI) means a solicitation for response from interested and prospective Vendors/Contractors to provide information to determine specifications, qualifications and/or capabilities to satisfy a need rather than a firm specification of the Authority and in which the respondent may be given latitude in order to develop a product and/or service, which will fulfill the need.
- 4.1.20 ~~4.2.30~~ Request for Proposals (RFP) means a solicitation for response for Proposals to provide goods and/or services to the Authority, which is awarded by selection criteria to be established at the discretion of the Authority.
- 4.1.21 Request for Quotation (RFQ) means an informal request either oral or written for price proposal from Vendors for specific goods and/or services.
- 4.1.22 ~~4.2.31~~ Requisition or Work Order Form means a document generated by the Authority's originating department and forwarded to the Purchasing Division for the request of goods or services requiring a Procurement.
- 4.1.23 ~~4.2.32~~ Responsible Bidder or Proposer means a Vendor that has, in the judgement judgment of the Authority, the capability in all respects to perform Contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit, which will assure good faith performance.
- ~~4.2.33 Responsive Bidder or Proposer means a Vendor that has submitted a bid which conforms, in the judgement of the Authority, in all material respects to an~~

~~Invitation to Bid or Request for Proposals, submitted on the correct forms with all required information, signatures, and notarizations.~~

~~4.2.34 Sole Source means the only existing source of an item, which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.~~

~~4.2.35 Source Evaluation Committee (SEC) means a committee established to review, evaluate and provide an ordinal ranking for recommendation of award for Requests for Proposals and Request For Information, and will usually consist of a representative from the user Department, and other Department(s)/Division(s) involved, and other individual(s) with specialized expertise and at the Board's option, nominate a member of the Board for Request for Proposals over ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) which will be voting members. Non voting members will be the DBE Officer and the Contracting Officer or delegate, which will serve as the Chairperson.~~

~~4.2.36 Specification means a concise statement of a set of requirements to be satisfied by a product, material, service, or process used in an Invitation to Bid or Request for Proposals to describe the goods and service to be purchased or otherwise required.~~

~~4.2.37 Surety means an organization which, for a consideration, promises in writing to make good the debt or default of another.~~

4.1.24 Simplified Acquisition Procurement shall be as defined in Section 4.5.6 hereof.

4.1.25 ~~4.2.38~~ Suspension means the disqualification of a person to ~~receive Invitations to Bid or Requests for Proposals~~participate in any Procurement or the award of a Contract by the Authority for a ~~given~~determined by the Authority period, not to exceed three (3) years pursuant to Section ~~4.8~~4.15 hereof.

~~4.2.39 User Department means any department, division or board, within the Authority which requests and utilizes any supplies, services, or any other item procured under this Rule.~~

~~4.2.40 Two Step Process means a two phase process generally consisting of a technical first phase composed of one or more steps in which bidder submits un-priced technical proposals to be evaluated by the SEC, and a second phase in which those bidders whose technical offers are determined to be acceptable during the first phase have their priced bids considered.~~

4.1.26 ~~4.2.41~~ Vendor means an actual or potential supplier of a good and/or service, a "seller²."

4.1.27 ~~4.2.42~~ Vendor List means the compilation by the Authority by category of goods and/or services of the names and addresses of those appropriate suppliers of goods and/or services that have indicated an interest in doing business with the Authority. ~~The Purchasing and Contracts Division will maintain a Vendor List to be utilized for the procurement of goods and services.~~

~~4.2.43 Warranty means the representation, either express or implied, that a certain fact regarding the subject matter of a Contract is presently true or will be true.~~

4.2 ~~4.3~~ General Provisions.

4.2.1 ~~4.3.1 Purpose~~ Establishment, Scope, and Purpose. The Governing Board has established this Rule governing Procurement, Revenue Contracts and contract administration. The purpose of this Rule is to place the Authority's ~~purchasing~~ Contracting function under a centralized system, ~~which will enable~~ enabling the Authority to (i) establish policies governing all Procurements, Revenue Contracts, and Contracts, ~~to~~ (ii) provide for fair and equitable opportunity for all persons doing business with the Authority, and (iii) to provide safeguards for maintaining a structured procurement system of quality and integrity.

4.2.2 ~~4.3.2 Applicability and Exclusions.~~ This Rule shall apply to ~~the Procurement of goods and services~~ Procurements and Revenue Contracts by the Authority and the administration of ~~contracts awarded hereunder.~~ ~~Because the~~ Contracts by the Authority. The Authority receives Federal and State funds. ~~Therefore,~~ Procurements must be conducted in accordance with any applicable ~~mandatory Federal and/or State regulation.~~ ~~Nothing in this Rule shall prevent the Authority from complying with the terms and conditions of any grant, gift or bequest which are otherwise consistent with applicable law.~~ ~~This Rule shall not apply to:~~ Federal and/or State regulations. The Governing Board may modify Authority procedures in order to comply with procedures for state or federally funded grant programs. The Board may waive any or all regulations, including, without limitation, this Rule, in order to comply with a federal or state law.

4.2.3 Exclusions. Certain transactions cannot be handled through competitive bidding. The following transactions shall not be subject to a requirement for competitive bidding:

- A. Agreements between the Authority and non-profit organizations or governmental entities, ~~including, without limitation, Agreements for the procurement, transfer sale or exchange of goods and/or services.~~
- B. Procurement of direct pay items in accordance and subject to governing or applicable limits or Federal laws, for the following ~~items~~: dues and memberships in trade or professional organizations, subscriptions for periodicals deemed necessary ancillary for delivering of transportation services, advertisements, postage, expert witnesses, abstracts of titles for real property, closing costs and processing fees for acquisitions, title insurance for real property, deeds, ~~judgements~~ judgments, debt service, mortgagee(s), collective bargaining agreements, salaries, taxes, auto allowance, borrowing of money, pensions, bonds, certificates of insurance, employee service performance awards, water, sewer, and electrical utility services, copyrighted books, ~~videos~~ deemed necessary ancillary for delivering of transportation services, videos deemed necessary ancillary

for delivering of transportation services, fees, costs of job-related seminars, training, catering service, and fees, licenses, permits, approved travel expenses for the Authority, and ~~non-recurring charges as defined pursuant to the Finance Rules and Policy and Procedures.~~

~~C. Procurements utilizing a purchasing card for low dollar purchase of commodities or services under the threshold defined in the Purchasing and Contracts Policy and Procedure~~-recurring charges deemed necessary ancillary for delivering of transportation services.

~~C.~~ D. The lease or purchase of real property, such as land, easements, rights-of-way, existing buildings, structures, or improvements.

~~D.~~ E. Goods and/or services given to, or accepted by the Authority via gift, grant or bequest.

~~E.~~ F. Goods purchased with petty cash ~~in accordance with the Finance Policy and Procedure.~~, not to exceed \$150.00.

~~F.~~ G. Purchases of goods and/or services through joint utilization of existing governmental competitive contracts available to the Authority pursuant to State or Federal law, commonly referred to as “piggyback contracts”.

~~G.~~ H. Blanket Purchase Orders issued against an annual ~~bid on an annual~~contract with a Vendor on a demand basis wherein the exact quantity of items or identification of specific items cannot be determined in advance, but rather the approved contingency of the contract or within the limit of the Chief Executive Officer’s procurement authority limit, in the engagement annual for any one contract.

~~H.~~ I. Items purchased for resale to the general public.

~~4.3.3 Severability. If any provision of this Rule, or any application thereof to any person or circumstance, is held invalid, such invalidity shall not affect any other provision or application of this Rule which can be given effect without the invalid provision or application, and to this extent the provisions of this Rule are severable.~~

4.3 ~~4.4~~ Procurement Organization.

4.3.1 ~~4.4.1~~ Purchasing and Contracts Division. The Purchasing and Contracts Division shall ~~be the agency through which the Authority will conduct all of its Procurement and contracting for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services~~administer and facilitate the Procurement process.

4.3.2 ~~4.4.2~~ Approval of Awards, Delegation of Authority. Except as expressly provided ~~in this Section 4.4,~~herein all approvals and awards of ~~procurements~~Procurements, whether by Request for Quotation, Invitation ~~to~~for Bid, Request for Proposals, work order or any other method authorized hereunder, and whether by Contract, ~~Purchase Order~~ or any other method, shall require the

approval of the Governing Board. No Contract, instrument or other obligation shall be entered into by the Authority or shall constitute a valid and enforceable obligation of the Authority unless such Contract, instrument or other obligation is first approved substantially as to form by the Governing Board, or as expressly authorized in these Administrative Rules. The Governing Board shall have authority to review, modify, terminate or set aside all previous Contracts or administrative determinations, whether appealed or not, which are made in the course of the ~~procurement~~Procurement process, regardless of whether the right to approve and award the original ~~procurement~~Procurement has been delegated to an executive officer or ~~employee of the~~ Authority staff in accordance with this Rule. ~~Pursuant to this Rule, the Governing Board delegates the authority to approve and award procurements, by the methods and in the maximum amounts specified below:~~

4.4 Contract Authority.

4.4.1 The Governing Board hereby delegates the authority to approve and award Procurement, Revenue Contracts, and Contracts by the methods and in the maximum amounts specified below:

A. The Chief Executive ~~Director and; subject to section 4.4.3 hereof, the~~Officer, Chief Administrative ~~Support and Legal Affairs~~ Director~~Officer~~ and the Purchasing~~Procurement~~ and Contracts Manager; are hereby delegated the authority to approve and award, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, ~~Procurements of goods and services by Contract, Purchase Order and any other method authorized under this Rule (which includes change orders, work orders, renewals, extensions and amendments thereto) including Requests for Proposals and Invitations to Bid for Procurements with~~, Revenue Contracts, and Contracts with (i) a dollar value or dollar amount of not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed five (5) years.

~~B. The Executive Director, the Administrative Support and Legal Affairs Director, the Purchasing and Contracts Manager and all Department Directors are hereby delegated the authority to approve and award, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, Procurements of goods and services by Contract, Purchase Order and any other method authorized under this Rule (which includes change orders and amendments thereto) of goods and services utilizing a Purchasing Card (pursuant to Section 4.11 hereof), and Procurements with petty cash within the threshold defined in the Finance Policy and Procedures (pursuant to Section 4.3 hereof), plus Procurement of direct pay items as defined in Section 4.3.~~

- ~~B.~~ ~~C.~~ ~~The~~ The Chief Executive ~~Director, the Officer, Chief~~ Administrative ~~Support and Legal Affairs Director and the Purchasing Officer and the Procurement~~ and Contracts Manager; are hereby delegated the authority to approve ~~on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, as funded by the Authority,~~ anyan option to renew or extend an existing Contract, provided, with respect to Contracts ~~the award of which are subject to~~that initially required the approval of the Governing Board, (i) such option to renew or extend ~~is~~must have been clearly described in the printed agenda of the Governing Board for the meeting in which such ~~award is~~Procurement, Revenue Contract, or Contract was approved, and (ii) in the approval of the award of such Contract, the Governing Board ~~does not elect to require that~~must have authorized the exercise of such option to renew or extend ~~be approved~~without further approval by the Governing Board.
- ~~C.~~ Subject to the provisions of this Rule, the Chief Executive Officer, Chief Administrative Officer, the Procurement and Contracts Manager are hereby delegated the authority to approve and award, Procurements utilizing a Purchasing Card (as hereinafter defined), and Procurements with petty cash with an aggregate not to exceed amount of \$ 5,000 , per purchase , and Procurement of direct pay items with an aggregate not to exceed amount of \$ \$1,500 , per request.
- ~~D.~~ The Chief Executive ~~Director, the Administrative Support and Legal Affairs Director, the Purchasing Officer, Chief Administration Officer, Chief Operations Officer and the Procurement~~ and Contracts Manager ~~and all Department Directors~~ are hereby delegated the authority to approve and award, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, ~~Procurements of goods and Procurement for Emergency Purchases in accordance with Section 4.6 hereof of goods and~~ services by Contract, Purchase Order ~~and/or~~ any other method authorized under this Rule (~~which includes change orders and amendments thereto~~) of goods and services for Emergency Purchases in the amount authorized in, and in accordance with, Section 4.5.9 hereof.
- ~~E.~~ ~~Subject to the limitations of this paragraph, the Executive Director, the Administrative Support and Legal Affairs Director and the Purchasing and Contracts Manager, are hereby delegated the authority to approve any Contract to be entered into in accordance with this Section 4.4.2 provided that (i) the dollar amount or dollar value of any such Contract shall not exceed in the aggregate the dollar limitations set forth in such Subsection 4.4.2. and (ii), the award of which are subject to approval of the Governing Board, the dollar amount or dollar value of any such Contract in the aggregate shall not exceed the dollar limitation specified in the award approved by the Governing Board~~including Change Orders and amendments)

4.4.2 ~~4.4.3~~ Scope of Delegations; Responsibility of Officers. The ~~delegations~~delegation of authority to approve and award Procurements ~~in this Section 4.4, Revenue Contracts, and Contracts~~ are limited in scope and apply only to those ~~officers~~Administration Officers and ~~employees of the~~ Authority staff to whom such authority has expressly been delegated herein. ~~Notwithstanding any other provision of these~~No Administrative ~~Rules, including without limitation Rule 2.10.3, no~~ officer or ~~employee of the~~ Authority staff to whom such authority has been delegated hereunder shall have the power or authority to further delegate such authority, or otherwise designate any other individual to carry out the approval and award of Procurements, Revenue Contracts, and Contracts authorized hereunder. In the exercise of the authority delegated to them under this Rule 4, the Administrative ~~Support and Legal Affairs Director, the Purchasing and Contracts Manager and all Division Directors~~officers shall be subject to the authority and direction of, and fully accountable to, the Chief Executive ~~Director~~Officer, who shall be fully accountable to the Governing Board for their actions, in the same manner as if such authority had been delegated to them by the Chief Executive ~~Director pursuant to Rule 2.10.3.~~Officer. Each individual to whom such authority has been delegated hereunder shall sign a "Statement of Responsibility" and will be held accountable for all actions occurring under their authority, ~~and, if,~~ Any Administrative officer or Administrative staff authorized to make ~~any~~ purchases exceeding in dollar amount or dollar value of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) shall file with the Supervisor of Elections, within the county in which he or she permanently resides, a statement of financial interest.

4.4.3 Changes to Form of Contracts. The Chief Executive Officer and/or Authority's legal counsel to the Authority may approve changes to a base form contract which has been previously approved as to form by the Governing Board provided that (i) such changes, read together, do not cause such contract, instrument or other obligation to be materially different from the form approved by the Governing Board, or (ii) the Governing Board expressly authorizes the Chief Executive Officer and/or legal counsel, as the case may be, to approve such changes in the resolution or motion approving the form of the contract.

4.4.4 Execution and Performance of Instruments. ~~Pursuant to Rule 2.11, the Executive Director or designee shall sign all Contracts, Purchase Orders, change orders and work orders~~Contracts. Any contract, instrument or other obligation requiring Board approval, which have has been so approved by the Governing Board. Each such instrument shall indicate on its face the date of its as provided in these Administrative Rules, shall be executed by the Chairman, Vice Chairman, Chief Executive Officer or Governing Board designee. The Chief Executive Officer and the Chief Executive Officer's specific designee are authorized to execute any contract, instrument or other obligation not requiring the approval of the Governing Board, as provided in these Administrative Rules. All Contracts shall indicate on their face the date of approval by the Governing Board, if applicable, and the dollar value or dollar amount, if any, which shall not exceed the dollar amount or dollar value, if any, approved by the Governing Board or as

~~specified~~specifically provided herein. The Purchasing and Contracts Division will be responsible for ensuring the contract amount does not exceed such stated value or dollar amount and the scope of service originally approved by the Governing Board.

~~A. All Contracts, Purchase Orders, change orders and work orders pertaining to Procurements made pursuant to the delegations of authority set forth in Subsection 4.4.2 shall be executed by the officer or employee who approved and awarded such Procurement, and execution of any such instrument by such officer or employee shall constitute prima facie evidence that such approval and award has been made by such officer or employee pursuant to this Rule.~~

4.4.5 ~~Change Orders.~~The Chief Executive Officer, Chief Operating Officer, Chief Administrative Support and Legal Affairs Director, Officer and Chief Financial Officer shall have the authority to authorize individual change orders, claims and amendments not to exceed ~~an aggregate total of 20% of the Board approved contract contingency amount or 100% of the contract contingency in aggregate when applicable.~~ a total of 10% of the Governing Board approved contract amount or 50% of the contract contingency in aggregate. The Procurement and Contracts Manager shall have the authority to authorize individual change orders, claims and amendments not to exceed an aggregate total of 10% of the Board approved contract contingency amount or 50% of the contract contingency in aggregate when applicable. The Project Manager for a construction project shall have the authority to authorize for a single modification field change order not to exceed 2.5% of the a total of 5% of the Governing Board approved contract contingency amount or 25% of the contract contingency in aggregate, which ever is greater and such change order is formalized, when applicable. The specified limits provided above shall be calculated together for the purposes of reaching the aforementioned 10% and 50% levels. Any Change Order claim, amendment or expenditure of approved contingency, approved as provided herein above shall be noticed to the Governing Board as an information item at the next scheduled meeting of the Governing Board.

4.5 Approval of Bus Advertising Contracts. Authority to approve and execute bus advertising contracts shall be by the methods and in the maximum amounts specified below:

4.5.1 Level 1 Contracts. The Governing Board hereby delegates to the sales manager and the Procurement and Contracts Manager the authority to approve and award, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, bus advertising contracts with (i) a dollar value or dollar amount of not to exceed THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) in the aggregate, and (ii) a term, including any option to extend or renew, not to exceed twelve (12) months.

4.5.1.1 Legal approval is waived for these bus advertising contracts only on the premise that the standard printed form provided by Authority

general counsel is used. Any addendum or modification from the standard printed form will require legal review and approval. Level 1 contracts shall be reviewed after six months by the Authority and/or Authority general counsel.

4.5.2 Level 2 Contracts. The Governing Board hereby delegates to the Chief Executive Officer the authority to approve and award, on behalf of the Governing Board and in accordance with these Administrative Rules and applicable law, bus advertising contracts with a dollar value or dollar amount of not to exceed SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) in the aggregate, provided that the contracts receive prior approval as to form by Authority general counsel.

4.5.3 Level 3 Contracts. All other bus advertising contracts shall require the approval of the Governing Board with prior approval as to form by Authority general counsel.

4.5.4 Aggregate. All dollar amounts and terms above are based on dealings with a single customer and shall be considered in the aggregate when classifying within each level. No bus advertising contracts shall be artificially divided so as to fall within Level 1 or Level 2 thresholds.

4.6 ~~4.5~~ Source, Selection and Contract Formation.

~~Except as expressly authorized under this Rule, the Procurement of all goods and services by or on behalf of the Authority, including those transactions through which the Authority shall receive revenue, in an amount equal to or in excess of the Mandatory Bid Amount of-~~

4.6.1 Bid, Requests for Quote, or Request for Proposal Purchases. Decisions to utilize an IFB, RFQ or RFP for a Procurement may be made by the Chief Executive Officer, the Procurement or Contracts Manager. Members will not be part of the "Source Evaluating Committee" ("SEC"). The Governing Board shall approve the issuance of and award of all RFP's, RFQ's or IFB's over \$150,000. All pre-planned procurements that are specifically identified in the annual budget approved by the Governing Board shall not require Governing Board approval for issuance of an RFP.

A. Competitive bidding through an Invitation for Bid will be the preferred method for the Procurement of items where:

1. Precise specifications of the needed product or services are known and can be described in the Invitation for Bid;

2. Price is the only variable; and

3. It is determined to be in the Authority's best interest utilizing the IFB process.

B. Competitive bidding through a Request for Proposal is appropriate when the exact product or service needed by the Authority is not specifically predetermined. RFP's shall provide a statement of need or service

description for achieving a described goal of the Authority, which proposed solutions are sought. RFP's may include specifications, scope of services, and proposed contractual terms and conditions to which Proposers must respond. RFP's may encourage the proposal of alternative specifications, scope of services, and proposed contractual terms and conditions if such alternatives are proposed by a Proposer as the best method of meeting the need stated or achieving the described goal of the Authority.

C. The Bid/Proposal Process is as follows:

1. The specific department manager shall identify the desired Procurement and shall submit a written request to the Procurement and Contracts Manager. All specifications, budget information and relevant information shall be included.
2. The Purchasing and Contracts Division shall put the Procurement request into the proper form and complete the legal advertisement and bid/contractual documents.
3. The Purchasing and Contracts Division and the requesting department will then jointly develop the specifications and award criteria.
4. When available, standard legal documents developed by the attorneys for the Authority shall be utilized. Standard legal documents or contracts shall not be modified without the approval of the Chief Executive Officer.
5. The Authority shall evaluate Bids/Proposals based on the requirements set forth in the Invitation to Bid/Request for Proposal. Award criteria shall be objectively measurable.

D. Bid/Proposal Awards:

1. If the Contract is to be awarded on the basis of price, the Contract may be awarded to the qualified and responsive bidder who submits the lowest bid price. The Contract shall be awarded with reasonable promptness by means of a written notice to such bidder. The Authority shall at all times, except when expressly waived, reserve the right to reject all bids or to elect not to proceed.
2. When it is impractical initially to prepare a purchase description to support an award based on price, the Authority may conduct multistep sealed bidding, whereby an initial Invitation for Bids/advertisement is issued requesting the submission of unpriced offers, or information relating to the experience and capabilities of the prospective bidders, to be followed by an Invitation for Bid /advertisement limited to those Bidders whose offers or experience and capabilities have been determined to be acceptable under the criteria set forth in the initial invitation for bids/advertisement.

E. Awards based on Proposal:

Staff shall recommend award to the responsive and qualified proposer whose Proposal is determined to be the most advantageous to the Authority. In the event only one responsive Proposal is received, the Authority reserves the right to award to the sole Proposer, readvertise the Request For Proposal, with or without making changes to the evaluation factors, or elect not to proceed.

F. The following apply to all awards:

1. All awards made by the Authority, whether obtained by Invitation for Bid/advertisement, or Request for Information, Proposal, or Quotation, or any other method, shall consider whether the prospective Vendor meets the standard of qualification. Factors to be considered in determining whether the standard of qualification has been met shall include whether a prospective contractor/vendor has:

a. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

b. A satisfactory record of performance;

c. A satisfactory record of integrity;

d. The legal ability to contract with the Authority; and

e. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to any licenses, permits, or organization papers required.

2. The prospective Vendor shall supply information requested by the Authority concerning qualifications. If such Vendor fails timely to supply the requested information, the Authority shall base the determination of qualification upon any available information, or may find the prospective Vendor not qualified if such failure is unreasonable.

4.6.2 Selection. Procurements, within an amount equal in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) ~~(subject to annual increase relative to the Producer Price Index (PPI)), shall be competitively awarded based on the submission of sealed Bids or Proposals in accordance with the requirements of this Rule. All Procurements with a~~ shall be competitively bid and awarded based on the submission of sealed Bids or Proposals, except as otherwise expressly provided herein. All Procurements with a dollar value or dollar amount of ~~(i) more than TEN of FIFTY THOUSAND AND NO/100 DOLLARS (\$10,000.00) and less than FIFTY THOUSAND AND NO/100 (\$50,000.00) shall be obtained competitively through written quote or a Request for Proposals; and~~

~~(ii) TEN THOUSAND AND NO/100 (\$10,000.00) or less shall be obtained pursuant to procedures to be established in the Procurement Policy and Procedures. (\$50,000.00) or less shall be obtained pursuant to Section 4.5.5.~~

- A. Nothing in the foregoing shall prohibit the Authority from renewing ~~Purchase Orders or~~ Contracts with ~~Vendors/Contractors~~ originally selected through a competitive selection process or original sole source determination, provided such renewal is within the scope of the original ~~Purchase Order or Contract, or from Purchasing goods or equipment for inclusion in a capital improvement project whose cost has been incorporated~~Contract.
- B. An Invitation ~~to~~for Bid, a ~~Request for Proposals~~Proposal or other solicitation may be ~~(i) postponed by the Purchasing and Contracts Manager if he or she determines that it is in the best interest of the Authority, and (ii) cancelled by the Officer of the Authority authorized pursuant to Section 4.4.2 to award such procurement if he or she determines that it is in the best interest~~or cancelled by the Authority at any time in the sole discretion of the Authority.
- C. With respect to any Invitation ~~to~~for Bid, a Request for Proposals or other solicitation ~~(i) the bid~~Bid(s) ~~or~~ /Proposal(s) or specific Bidder(s) ~~or~~ /Proposer(s) determined to be ~~Non-Responsible pursuant to 4.5.11 may be rejected by the Purchasing and Contracts Manager, and (ii) specific Non-Responsive Bid(s) or Proposal(s)~~non-responsible/non-responsive may be rejected in whole or in part, ~~as may be specified in the solicitation, by the Officer of the Authority authorized pursuant to Section 4.4.2 to award such Procurement.~~
- D. The procedures required ~~in this Section~~herein may be departed from by the Authority in any manner that is reasonable in the event of an emergency ~~pursuant to Section 4.5.9 hereof.~~4.5.1 Competitive Sealed Bidding Process. The process shall include Invitations to Bid, public notice, bid submission, bid opening, bid acceptance, bid evaluation and award and may include bid cancellation or postponement, prequalification or a Two-Step Process, pre-bid conference plus corrections, additions to and withdrawal of Bids. These processes will be clearly defined in the Procurement Policy and Procedures and in compliance with provisions specified herein, or in order to comply with Federal or State requirements

~~4.5.2 Competitive Proposal Process.~~ When it is determined that the use of competitive sealed bidding is either not practical or not ~~advantageous to the Authority~~, the Authority may utilize the competitive proposal process. ~~Competitive sealed proposals shall be solicited through a Request for Proposals or Request for Information. The process shall include a Request for Proposals or Request for Information, public notice, proposal submission, proposal opening, proposal acceptance, evaluation, discussion and award and may include proposal cancellation or postponement, oral presentations, pre-proposal conference, Two-Step Process including best and final offer, plus corrections, additions to and~~

~~withdrawal of proposals. The contract file shall contain the basis on which the award was made. For each Procurement by competitive sealed proposal that is subject to the approval of the Governing Board, except as may be otherwise directed by the Governing Board a list of the ranked firms will be provided to the Governing Board in order of their ranking, with a recommendation by the SEC to award the Procurement to the first-ranked firm. These processes will be clearly defined in the Procurement Policy and Procedures and in compliance with provisions specified herein.~~

~~4.5.3 Small Purchases. Any purchase for an amount less than the Mandatory Bid Amount may be made in accordance with those procedures promulgated in the Purchasing and Contracts Policy and Procedure, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this Rule.~~

4.6.3 ~~4.5.4~~ Procurement of Certain Consultant and Professional Services. To the extent that the Procurement of certain consultant or professional services is subject to the application of Florida Statutes 287.055, or any successor provision thereof (the “Consultants Competitive Negotiation Act”) or to 40 U.S.C. 541, such Procurement shall be conducted in accordance with such provisions of law.

4.6.4 ~~4.5.5~~ Sales Tax Recovery and Shared Cost Savings. The Authority may utilize the sales tax recovery system and/or shared cost savings authorized under general law when it procures goods and services for the construction of new or renovated facilities when deemed by to be in the best interest of the Authority. Pursuant to such sales tax recovery system, Procurements may be made through the Authority on behalf of its contractors without the use of the competitive procedures provided under this Rule, to the extent authorized by law.

~~4.5.6 Construction Contracts. The Purchasing and Contracts Manager shall have the authority to select the appropriate method of construction contracting and issue Invitations to Bid for construction Contracts with a dollar value or dollar amount not to exceed FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00). The Governing Board will select the appropriate method of construction contracting management and authorize the issuance of Invitations to Bid for construction Contracts in excess of FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00). Consideration will be given to the Authority's requirements, resources, and the potential contractors' capabilities. The Procurement of construction contracting management services shall be made in accordance with this Rule and the Purchasing and Contracts Policy and Procedures.~~

~~4.5.7 Negotiated Procurements. Negotiation of Contracts and pricing for services and goods that are procured by method other than the competitive process required under this Rule shall be by means promulgated in the Purchasing and Contracts Policy and Procedures.~~

~~4.5.8 Sole Source or Proprietary Source. Sole Source or Proprietary Source Contracts may be awarded without competition and the Bid or Proposal process waived by~~

~~the Officer of the Authority authorized to award Contracts under Section 4.4.2 hereof in the amounts specified herein.~~

~~4.5.9 Emergency Procurements. In case of any emergency, as determined by the Executive Director or, in his or her absence, the Officer of the Authority authorized to act on his or her behalf, the following officers and employees may, subject to the restrictions set forth in Section 4.4, approve and award the following Procurements without following the competitive award procedures required under this Rule: (i) shall have the authority to waive the competitive process and authorize Emergency Purchases in excess of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00.); (ii) the Executive Director, Administrative Affairs and Legal Services Director, and the Purchasing and Contracts Manager shall have the authority to waive the competitive process and authorize Emergency Purchases in amounts equal to or in excess of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and less than FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00); and (iii) Executive Director, Administrative Affairs and Legal Services Director, the Purchasing and Contracts Manager and Department Directors shall have the authority to waive the competitive process and authorize Emergency Purchases in amounts less than TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) when at least one Vendor has been contacted and the Purchase Order is issued through the Purchasing and Contracts Division within the next business day and written justification for the emergency is given.~~

~~A. A declaration of an emergency for purchases over the Mandatory Bid Limit shall require a finding by the Executive Director or acting Executive Director that there is a reasonable possibility that certain conditions will substantially and adversely affect the life, health, safety, welfare and/or property of the Authority, its officers or employees, or the residents of its service region, or when it is necessary to maintain or restore vital services, to address non-compliance with applicable law, or situations which may cause major adverse financial impact to the Authority should immediate action not be taken. Such determination shall be made in writing, and may include limitations in the scope or duration of such declaration, or otherwise impose limits or qualifications on the actions justified by such an emergency as may be deemed appropriate by the Executive Director.~~

~~B. It shall be the responsibility of each Department Director to ensure that emergency purchases are carried out in accordance with this Rule. Departmental officials shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent the regular established purchasing procedure. Emergency Procurement regardless of the amount should be justified in writing by the appropriate official in the user department.~~

~~4.5.10 Design Build. The Purchasing and Contracts Manager is authorized pursuant to Section 4.5 to determine if an Authority project shall be constructed under a design/build contract. The procurement of Design Build Service shall be made in~~

~~accordance with the applicable law and the Purchasing and Contracts Policy and Procedures.~~

4.6.5 Simplified Acquisition Procurements.

- A. No purchase of goods, consultant services, services and/or construction shall be artificially divided so as to fall within this Simplified Acquisition Procurements exemption.
- B. Simplified Acquisition Procurements include any Procurement with an amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) or less.
 - 1. Procurements with an amount of \$2,500.00 or less do not require quotes. However, such Procurements are expected to be well distributed between Vendors. A fair and reasonable price may be obtained from existing competitive Contracts whenever possible and in the best interest of the Authority.
 - 2. Procurements with an amount greater than \$2,500.00 require a Request for Quotation (RFQ) or other competitive bidding process as authorized herein. Purchases shall be made on the basis of at least three written quotations. The written quote may be emailed, faxed or mailed to Authority. The written quote must clearly identify the Vendor making the quote and the total price being quoted. Summary quotes must be included within the text of the requisition, and the original quote received shall be retained by the department for future reference. Quote prices will not be released to competing Vendors until final determination for the Procurement has been made.
- C. Simplified Acquisition Procurements may be formally bid. If bid, then all applicable terms of this Rule shall apply.

4.6.6 Sole Source Procurements.

- A. A determination of sole source may be made by the Chief Executive Officer or Procurement and Contracts Manager after conducting a good faith review of available sources, which demonstrates there is only one viable source for the required supply, service, or item. A record of determination of the sole source shall be maintained by the Procurement and Contracts Manager. Any such sole source Procurement shall confirm to them requirements of FTA and applicable State or Federal law.
- B. For a commodity or service to be deemed as a sole source Procurement, the department must have the appropriate documentation proving at least one of the following:
 - 1. The service provided by the Vendor is available only from one viable source or from the original provider;

2. The brand, make or specifications are available only from one viable source or from the original manufacturer;
3. A different brand, make, service or specifications would be incompatible with currently owned equipment; or
4. An emergency exists, in which event such Procurement shall be made pursuant to Rule 4.6 below.

4.7 Emergency Procurements.

4.7.1 An “Emergency Procurement” means the purchase of goods, services, and/or construction made non-competitively because, in the sole judgment of the Board, or the Chief Executive Officer or, in his or her absence, the administrative officer of the Authority authorized to act on his or her behalf, such acquisition is necessary to remedy or mitigate the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal operations or remedy or correct a condition which may pose an imminent or existing threat to the operations of the Authority, its customers or the general public.

4.7.2 In case of any emergency, the Board, or the Chief Executive Officer or, in his or her absence, the administrative officer of the Authority authorized to act on his or her behalf shall have the authority to waive the competitive process and authorize an Emergency Procurement.

4.7.3 Documentation of any such emergency shall be maintained by the Procurement and Contracts Manager.

4.8 ~~4.5.11 Non-Responsible Bidders and Offerors. If a bidder or offeror who otherwise would have been awarded a Contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Purchasing and Contracts Manager. A bidder~~ A Bidder may be determined non-responsible ~~responsible or non-responsive~~ for failing to meet the requirements of ~~an RFI, RFP, Invitation to Bid, this Rule, the Purchasing and Contracts Policy and Procedures~~ any IFB, RFP, any provision of the Administrative Rules, policies, or procedures of the Authority, or applicable law. The unreasonable failure of a ~~bidder or offeror~~ Bidder to promptly supply information in connection with an inquiry ~~with respect to responsibility~~ may be grounds for a determination of non-responsibility ~~with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file.~~ or non-responsiveness with respect to a Procurement.

4.9 ~~4.5.12~~ Contact with Authority.

4.9.1 ~~A-~~ Prior to the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other award of ~~procurements~~ Procurements pending before the Authority, contact by any interested party or representative thereof with any Member ~~of the Governing Board~~ to discuss such matter is permitted. Provided, however, all

inquiries regarding the official position of the Authority in regard to such matters, including questions about the Procurement process or the terms and conditions of a Procurement, shall be made through the ~~Contract~~Contracting Officer and ~~other officials and employees~~Authority staff expressly designated with the responsibility of administering the Procurement ~~process~~ and in accordance with ~~the Purchasing and Contracts Policy and Procedures.~~this Rule 4.

4.9.2 ~~B.~~ On or after the due date for submittal of a competitive sealed Proposal or Bid, with regard to all Invitations to Bid, Requests for Proposals, and all other awards of Procurements pending before the Authority, and all protests of all procedures with respect thereto, and any contract claims or disputes subject to the application of this Rule, contact by any interested party or representative thereof with any Member ~~of the Governing Board~~, officer, employee or agent of the Authority to attempt to influence the outcome thereof is strictly prohibited, except as authorized under this Subsection. All inquiries regarding such matters shall be made through the ~~Contract~~Contracting Officer and other ~~officials and employees~~Authority staff expressly designated with the responsibility of administering the Procurement ~~process~~ and contract administration process and in accordance with ~~the Purchasing and Contracts Policy and Procedures.~~Rule 4.

4.9.3 ~~C.~~ The Governing Board, ~~and only the Governing Board~~, may impose sanctions upon any interested party or representative thereof who, itself or through its representatives, is found to have violated the provision of this Subsection, which may include Suspension or Debarment.

4.9.4 ~~D.~~ Each Member ~~of the Governing Board~~ shall file with the Secretary a written statement describing any contact such Member has had with any interested party, or representative thereof, to discuss any Procurement or claim pending before the Authority, ~~whether or not permitted by this Subsection~~. Each Member shall be responsible for assuring such statement is filed with the Secretary prior to or during any meeting of the Governing Board during which the Governing Board is scheduled to take official action with respect to such Procurement or claim. Provided, however, that this Subsection shall not be construed to prevent or prohibit a Member from voting with respect to any such official action of the Governing Board, or to prevent or prohibit the Governing Board from taking any such official action, in the event a Member fails to file such a statement with the Secretary.

4.10 ~~4.5.13~~ Background Checks and Investigations. Submission by any Vendor of a Bid, Proposal or other response to a solicitation of goods or services constitutes consent by such Vendor to background checks, investigations or other inquiries by the Authority.

~~4.6.~~ **Specifications**

4.11 Specifications. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage maximum free and open competition in satisfying

the Authority's ~~minimum~~ need. Prospective suppliers may be required to be pre-qualified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers. This Section shall not be read to preclude the Authority from standardization on a name-brand product.

4.11.1 ~~4.6.1~~ Brand Name and/or Equal Specifications. ~~Since use~~ Use of a brand name or equal specification ~~is may be~~ restrictive of product competition, ~~it.~~ Therefore, such use may be ~~used only~~ limited to instances when the ~~Purchasing and Contracts Manager~~ Authority makes a determination that only the identified brand name(s) item(s) and/or equal specifications will satisfy the Authority's needs or where a Procurement has been standardized ~~per~~ pursuant to the Purchasing and Contracts ~~Policy and Procedures. The Purchasing and Contracts Manager shall seek to identify sources from which the designated brand name(s) item(s) can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. To~~ Procedures. When appropriate, to ensure full and open competition the specification should not state only a "brand name" product without listing its salient characteristics and not allowing "an equal" product to be offered. If only one Vendor can supply the requirement, the Procurement shall be made ~~under Section 4.5.8 (as a Sole Source and Proprietary Source).~~ in accordance with Rule 4.5.6.

4.12 ~~4.6.2~~ General Provisions Document. The Purchasing and Contracts Division will establish a "General Provisions Document" which will ~~be sent forth in the Purchasing and Contracts Policy and Procedures and will include a current and comprehensive list of~~ contain certain guidelines of the Authority and statutory and regulatory requirements contained in the ~~Federal Transit Authority ("FTA")~~ FTA Master Agreement and Best Practice Procurement Manual or similar document established by FTA rule or policy. The "General Provisions Document" will be referenced in ~~all of~~ the Authority's ~~Invitations to Bid and Requests for Proposals~~ Procurement solicitations. The "General Provisions Document" ~~will~~ may be made available on the Authority's website for viewing or in printed form at a minimal copy cost. ~~Businesses~~ Vendors that are awarded Contracts ~~that are subject to such FTA requirements~~ shall comply with ~~the Contract Provisions and~~ be subject to the provisions set forth in the "General Provisions Document".

4.13 ~~4.6.3~~ Bonding Requirements. Construction or facility improvement Contracts exceeding ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00) shall meet the following requirements: ~~Bid~~ (i) bid guarantee equivalent to five ~~(5)~~ (5%) percent of the bid price, and (ii) performance bond for one hundred percent (100%) of the contract price, and (iii) payment bond of one hundred percent 100% of contract price.

4.14 ~~4.6.4~~ Geographic Preferences. Procurements made subject to FTA restrictions will be conducted in a manner that prohibits the use of statutorily or administratively imposed in-~~State-state~~ or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage

geographic preferences. Procurements made subject to ~~CCNA~~[Consultants Competitive Negotiation Act, as set forth in the Florida Statutes, § 287.055 Fla. Stat. \(“CCNA”\)](#), may include, subject to the ~~approved~~[approval](#) of the Governing Board, geographic preference for architectural and engineering services, so long as its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

~~4.7.—Contract Administration~~

~~4.15 —Contract administration includes: negotiation between the parties; determining if a formal Contract is needed; preparation of formal Contracts and other written documents; review and comment by various authority employees and public officials; proper approval and execution of Contracts; encumbrance of funds; distribution and filing of Contracts and implementation; and monitoring of Contracts by the Project Manager. Contract administration also includes cost analysis, enforcement of contract standards, and establishment of contract selection criteria, renewal and award decisions, and ensuring that no arbitrary actions or unethical actions occur in the process. A contract administration system shall be maintained that will ensure that contractors perform in accordance with the terms, conditions, and specifications of their Contracts or Purchase Orders.~~[Contract Administration.](#) Those parties involved in contract administration, ~~their responsibilities and the procedures that they should follow will be noted in the Purchasing and Contracts Policy and Procedures and shall be in compliance with the FTA C~~ [shall comply with the FTA Circular 4220.1D, Third Party Contracting Requirements as may be amended, supplemented, updated or replaced from time to time,](#) or any other applicable FTA rule or policy for all procurements using Federal funds. [As a condition of all Contracts pertaining to Procurements made pursuant to this Rule, all parties thereto shall act in good faith in the performance thereof.](#)

~~4.7.1—Contractual Provisions.—All Contracts shall include provisions to define a sound and complete agreement. The Contracting Officer is authorized to determine the contractual provisions, terms, conditions of solicitations, and modifications; providing such provisions, terms, and conditions comply with this Rule, statutory requirements governing the Procurement. The Contracting Officer may consult with legal counsel where appropriate. All bonds and certificates of insurance required by the Authority shall be subject to approval by the Contracting Officer.~~

~~4.7.2—Multi-term Contracts.—Unless otherwise provided by law, a Contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the Authority, provided the term of the Contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal year at the time of Contract award. Renewal options for Contracts will be authorized in accordance with Section 4.4.2 hereof. Payments and performance obligation for succeeding fiscal year(s) shall be subject to appropriation by the Authority of funds therefor. Federally funded Contracts with a period of performance exceeding five (5) years inclusive of options shall not be entered into without prior written FTA approval.~~

~~4.7.3—Contract Negotiations.—With respect to any award of a Procurement that requires the negotiation of a final Contract post-award, a negotiating committee shall be~~

~~appointed by the Purchasing and Contracts Manager. The negotiating committee shall negotiate a contract with the most qualified firm for services and/or goods for compensation, which is determined to be fair and reasonable and consistent with the award. Should the parties fail to agree, negotiations with the first ranked firm shall be terminated and negotiations may be commenced with the second-ranked firm. If again unsuccessful, the negotiations with the second-ranked firm shall be terminated and negotiations may be commenced with the third-ranked firm. The officers and employees authorized to approve and award Procurements under this Rule are authorized to, with the assistance of the Purchasing and Contracts Manager, negotiate such terms, conditions, prices and/or specifications, and such Contracts, Purchase Orders or other instruments, as are necessary to perform the procurement functions delegated to them hereunder.~~

~~4.7.4 Good Faith. As a condition of all Contracts pertaining to procurements made pursuant to this Rule, all parties thereto shall act in good faith in the performance thereof.~~

4.16 ~~4.8~~ — Suspension, Debarment, Protest, Appeal & Remedies.

4.16.1 ~~4.8.1~~ — Authority. The Chief Executive Director/Officer or Governing Board may ~~suspend~~Suspend or ~~debar~~Debar for cause the right of a vendor or principals of a vendor, to be included on a Vendor List and any Bid or Proposal from that Vendor may be rejected, provided that the Board shall have the authority to waive or rescind such Suspension or Debarment. The Suspension or Debarment shall be final and conclusive unless the suspended or debarred Vendor initiates protest proceedings pursuant to this Section ~~4.8~~ within thirty (30) business days after the date of notification.

4.16.2 ~~4.8.2~~ — Suspension. A Vendor may be suspended for a period not to exceed three years as determined by the Chief Executive Director/Officer or Governing Board based upon the following: default; fraud or misrepresentation; conviction by a court of a criminal offense or any other offense indicating a lack of business integrity; insolvency; violation of the ethical standards imposed under State or Federal law; failure to comply with the DBE participation or DBE requirements as may be established in an awarded Contract; or any other cause the Chief Executive Director/Officer or Governing Board determines to be sufficiently serious and compelling as to materially and adversely affect responsibility of a Vendor, including but not limited to suspension or debarment by another governmental entity for cause.

4.16.3 ~~4.8.3~~ — Debarment. A Vendor may be permanently debarred for the following:

- A. Default or failure to fully comply with the conditions, specifications, drawings, time limits, or terms of an Invitation to Bid, Request for Proposals or Contract with the Authority twice in any three-year period.
- ~~B.~~ B. Conviction or judgment in a court for commission of any offense listed in this Section 4.8 in connection with the Vendor's commercial enterprise. If the conviction or judgment is reversed through the appellate process, the

Debarment shall be removed immediately upon written notification and proof of final court disposition from the Vendor to the Authority.

4.16.4 ~~4.8.4~~ Decision. After the Chief Executive Director ~~Officer or Governing Board~~ has determined ~~he/she has cause~~ to suspend or debar a Vendor, the Chief Executive Director ~~Officer~~ shall cause the Purchasing Procurement and Contracts Manager to notify the Vendor in writing of the Debarment or the period of Suspension and the reasons for the action taken.

4.16.5 ~~4.8.5~~ Public Entity Crime. Any Vendor who has been convicted of a public entity crime as defined by F.S. 287.133, or any successor provision, shall not be able to transact business with the Authority to the extent specified in F.S. 287.133 (3) (a).

4.16.6 ~~4.8.6~~ Protest. These rules provide procedure for a resolution of protests arising from the Procurement process. Contracts not subject to ~~a~~ competitive bidding or Contracts awarded pursuant to an emergency declaration or other emergency procedures are not subject to this ~~Section 4.8.~~ The Authority reserves the right to waive any minor informalities or irregularities, which do not go to the heart of the Procurement or prejudice other ~~bidders~~ Bidders or ~~proposers~~ Proposers and/or to reject any and all Bids or Proposals submitted in response to any Invitation to Bid or Request for Proposals. Conditional Bids or Proposals or those that take exception to the specifications may be considered non-responsive and may be rejected by the Purchasing Procurement and Contracts Manager. The protest process shall be as follows:

- A. Any actual ~~or prospective bidder~~ Bidder, offeror, or ~~contractor~~ Contractor who is aggrieved in connection with the solicitation or proposed award may protest to the Purchasing Procurement and Contracts Manager. Suppliers Vendors that ~~are~~ have not ~~biddings submitted a bid~~ on the ~~project~~ may Procurement, shall not have standing to protest.
- B. The Purchasing and Contracts Division shall post a recommendation of award at the location where Bids or Proposals were received. A formal written protest must be filed no later than 5:00 p.m., local time, five (5) business days after the posting date of the award recommendation. The bidder, offeror or contractor has the responsibility to contact the Authority and request the award recommendation results. Failure to contact the Authority for the award recommendation results to determine if a bid protest is warranted is considered lack of due diligence. The time limits in which protests must be filed as specified herein may be altered by specific provisions in an Invitation to Bid or Request for Proposals. A formal written protest is considered filed with the Authority when it is received by the Purchasing and Contracts Division. Accordingly, a protest is not timely filed unless it is received by the Purchasing and Contract Division within the times specified ~~in Section 4.8.~~ herein. Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the Vendor and abrogation of any further bid protest proceedings.

- C. The formal written protest shall: identify the protesting party and the solicitation involved; include a clear statement of legally sufficient grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and, specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. The protesting party shall mail a copy of the formal written protest to the recommended awardee and shall provide the Purchasing and Contracts Division with the original letter.
- D. These protest procedures shall be the sole remedy for challenging an award of Procurement. Bidders and ~~proposers~~Proposers are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts may be cause for suspension ~~in accordance with Section 4.8.~~as herein provided.
- E. With respect to all protest proceedings under this Section ~~4.8~~ the judicial rules of evidence shall not apply and the decision shall be based on such information adduced in the course of the proceeding upon which reasonable prudent persons rely on the conduct of their affairs.
- F. Upon receipt of a formal written protest, which has been timely filed, the solicitation or Contract award process shall be suspended until the subject of the protest is resolved by final Authority action, unless the Chief Executive ~~Director~~Officer makes a determination for the record that the award of a contract, without delay, is necessary to protect substantial interests of the Authority.
- G. The Purchasing~~Procurement~~ and Contracts Manager shall attempt to settle or resolve the matter, with or without a hearing at the option of the Purchasing~~Procurement~~ and Contracts Manager. The Purchasing~~Procurement~~ and Contracts Manager shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of receipt of the protest.
- H. The Purchasing and Contracts Manger's decision shall be final and conclusive unless within five (5) business days of receipt of the written decision, the protesting party delivers a formal written appeal and bond to the Purchasing~~Procurement~~ and Contracts Manager. The written request shall state with specificity the grounds for the appeal and also the action requested.
- I. In case of Competitive~~competitive~~ Bids, an appeal committee shall attempt to settle or resolve the matter, with or without a hearing at the option of the appeal committee. The appeal committee shall be comprised of the Chief Administrative ~~Support and Legal Affairs Director~~ as Chairperson~~Officer~~, the user ~~Department Director~~department director or designee, and an independent third party within the Authority as appointed

by the Chairperson, plus the ~~Purchasing~~Procurement and Contracts Manager as a (non-voting) member.

- J. In the case of ~~Competitive Sealed Proposals, the~~competitive sealed proposals, SEC shall attempt to settle or resolve the matter, with or without a hearing at the option of the SEC.
- K. The Authority's legal counsel will support the ~~Purchasing~~Procurement and Contracts Manager, the appeal committee or SEC, as applicable, in an advisory capacity. The appeal committee or SEC, as applicable shall have the authority to settle and/or render a final written decision within thirty (30) business days from the date of filing the written appeal.
- L. Any person who files an action appealing a decision shall post with the Purchasing and Contracts Division at the time of filing the formal written appeal a bond payable to the Authority in an amount equal to five percent (5%) of the Authority's estimate of the total volume of the contract/claim or ~~FIVETEN THOUSAND AND NO/100 DOLLARS (\$5,000.00~~10,000.00), whichever is less. The bond shall be conditioned upon the payment of all costs, which may be adjudged against appellee in the administrative hearing in which the action is brought and in any subsequent appellate court or court proceeding. In lieu of a bond, the Authority may accept a cashier's or certified check, or money order in the above referenced amount. If, after completion of the administrative hearing process and any court or appellate court proceedings, the Authority prevails, it shall recover all costs and charges, which shall be included in the final order or judgment. Upon payment of such costs and charges by the person appealing the decision, the bond, cashiers check, or money order shall be returned to the protestor or the Authority will deposit the bond, cashiers check, or money order. If the protestor appealing the decision prevails, the protestor shall recover from the Authority all costs and charges, which shall be included in the final order of judgment, excluding attorney's fees.
- M. Nothing in this Section is intended to affect the existing powers of the Governing Board to settle actions pending before the ~~Courts~~courts.
- N. In the event of ~~the~~a court upholding the protesting party's claim, the court awarded damages on behalf of the protesting party shall be solely limited to bid/proposal preparation costs, and reimbursement of the amount of the protest bond as stipulated ~~in Section 4.8,~~ herein.

4.17 ~~4.8.7~~—Contract Claims. All claims by a ~~contractor~~Contractor against the Authority relating to a Contract shall be submitted in writing to the ~~Purchasing~~Procurement and Contracts Manager for a decision. Claims include, without limitation, controversies arising under a Contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. The process for contract claims is as follows:

4.17.1 ~~A.~~ The decision of the PurchasingProcurement and Contracts Manager shall be issued in writing, and shall be mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

4.17.2 ~~B.~~ The PurchasingProcurement and Contracts Manager's decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the contractor delivers a written appeal to the Division of Purchasing and Contracts.

4.17.3 ~~C.~~ The PurchasingProcurement and Contracts Manager, with review from legal counsel, shall issue a written decision regarding any contract controversy within sixty (60) business days after written request for a final decision, or within such longer period as may be agreed upon between the parties.

4.17.4 ~~D.~~ Notwithstanding the foregoing, any decision to pay a claim that would result in payment to a ~~contractor~~ Contractor, together with all sums to be paid under the Contract (including other prior, pending or anticipated claims), ~~that (i) for Contracts awarded pursuant to Section 4.4.2.A, exceeds the dollar limitations set forth in Section 4.4.2.A, and (ii) for Contracts that are subject to the approval of the Governing Board, exceeds the dollar limitation specified in the award,~~ shall require the approval of the Governing Board.

4.17.5 ~~E.~~ Any person aggrieved by the decision of the PurchasingProcurement and Contracts Manager must deliver a written appeal within five (5) business days of receipt of the written decision to the PurchasingProcurement and Contracts Manager. An appeal committee, comprised of the Administrative Support and Legal Affairs Director as Chairperson and the user Department Director or designee, an independent third party within the Authority as appointed by the Chairperson, plus the PurchasingProcurement and Contracts Manager as a (non voting) member shall have the authority to settle the protest and/or render a final written decision. Legal counsel will support the appeal committee in an advisory capacity. The appeal committee shall conduct a hearing where the aggrieved person shall be given the opportunity to show why the decision of the PurchasingProcurement and Contracts Manager should be modified. The appeal committee shall render a final written decision within sixty (60) business days from the date of the written notice of appeal. If no decision is rendered within this time frame then it will be presumed that the appeal committee concurs with the PurchasingProcurement and Contracts Manager's decision and the decision of the PurchasingProcurement and Contracts Manager shall be the final and conclusive administrative action.

4.18 ~~4.8.7~~ Administrative Remedies. By submission of a Bid, Proposal, offer, or quotation ~~to the solicitation,~~ a bidder or offeror agrees to exhaust its administrative remedies under ~~the Authority Procurement ADM-004 rules or procedures or the Dispute Clause~~ dispute clause of any Contract prior to seeking judicial relief of any type in connection with any

matter related to the solicitation, and award of any Contract, and any dispute under any Contract.

4.19 ~~4.8.9~~ Remedies for Solicitations or Awards in Violation of Law.

4.19.1 ~~A.~~ If, prior to Bid or Proposal opening or the closing date for receipt of Proposals, the ~~Purchasing~~Procurement and Contracts Manager, after consultation with legal counsel, determines that a solicitation is in violation of Federal or State law, the solicitation shall be canceled or revised to comply with applicable law.

4.19.2 ~~B.~~ If, after Bid or Proposal opening or the closing date for receipt of Proposals, the ~~Purchasing~~Procurement and Contracts Manager, after consultation with legal counsel, determines that a solicitation or a proposed award of a contract is in violation of Federal or State law, the solicitation or proposed award shall be canceled.

4.19.3 ~~C.~~ If, after an award, the ~~Purchasing~~Procurement and Contracts Manager, after consultation with legal counsel, determines that a solicitation or award of a contract was in violation of Federal or State law, action shall be taken as required by the provisions of the law violated, or, if no specific action is required, then:

A. ~~1.~~ If the person awarded the Contract has not acted fraudulently or in bad faith:

1. ~~a.~~ The Contract may be ratified and affirmed, provided it is determined that so doing is in the best interests of the Authority, or

2. ~~b.~~ The Contract may be terminated and the person awarded the Contract may be compensated for the actual expenses reasonably incurred under the Contract prior to the termination.

B. ~~2.~~ If the person awarded the Contract has acted fraudulently or in bad faith, or in violation of the Authority's rules, the contract may be declared null and void or voidable, if such action is in the best interest of the Authority. In the event of a dispute regarding the nature of or the characterization of the awarded person's conduct, the prevailing party shall be entitled to attorney's fees and court costs, relating to the litigation of said dispute.

~~4.9 Ethics in Public Contracting~~

4.20 Purchasing Card Program.

~~The Authority shall maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts in accordance with Rule 2.11.~~

4.10 Compliance with Applicable Laws, Regulations and Restrictions

~~—Certain Procurements by the Authority are subject to FTA restrictions or other restrictions imposed under state or federal law or regulation. To the extent required under such restrictions, the Authority, and the officers and employees authorized under this Rule to carry out Procurement functions, may depart from the provisions of this Rule in order to comply with such Restrictions, and such officers and employees are hereby authorized to carry out such Procurement functions in accordance with any such applicable restrictions.~~

~~4.11. **Purchasing Card Program** The Purchasing and Contracts Division shall establish in the Purchasing and Contracts Policy and Procedures a Purchasing Card Program~~ hereby establishes a “Purchasing Card Program” designed to improve efficiency in processing low dollar purchases of commodities ~~or services under the threshold defined in the Purchasing and Contracts Policy and Procedure.~~ It with an aggregate amount not to exceed \$1,500.00 per purchase. This will allow the cardholder to purchase approved commodities and services directly from Vendors within the transaction limits established for each cardholder. Each procurement card shall be issued to a named individual. The Authority shall be clearly shown on the card as the governmental buyer of goods and services. The Purchasing and Contracts ~~Policy and Procedures shall~~ Division may establish further details of the Purchasing Card Program and/or establish internal controls so that purchasing cards are used only for authorized purposes, and to provide a convenient and adequate small order purchasing system for the Authority’s employees.

~~4.12. **Disadvantaged Business Enterprise (DBE).**~~

~~{The Administrative Rule for DBE will be presented to the Ad Hoc Committee and then to the Board at a later date.}~~

~~4.13 **Disposition of Surplus Property**~~

~~{The Administrative Rule for the Disposition of Surplus Property will be presented to the Ad Hoc Committee and then to the Governing Board at a later date.}~~

4.21 **Personal Property Management.**

“Personal Property” is defined as items used (not consumed) to produce goods and services supporting Authority’s mission. Personal Property includes, but is not limited to, office equipment, industrial plant equipment, vehicles, rolling stock, material handling equipment, information technology equipment and other types of “assets” with an original cost or value of \$750.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility and is practical to identify by marking. Personal Property management includes control, tracking and proper disposition.

4.21.1 Authority may assign a property officer to manage the organization’s Personal Property program. This position will be responsible for the supervision, control, and disposition of Personal Property and will serve as the agency’s custodian of surplus property.

4.21.2 All property purchased with any percentage of FTA participation must follow FTA guidelines for the Management of Real Property, Equipment and Supplies per chapter II of the FTA Grant Management Guidelines Number C 5010.1C. Disposition requirements are based on market value of surplus property and normally require FTA notification.

A. Surplus Property Disposition. After classifying Personal Property as “surplus,” the custodian can dispose of the Personal Property, in accordance with FTA guidelines.

4.21.3 Governing Board Members, chiefs, management and employees will ensure that in donating surplus property, all ethical regulations and principles will be considered and adhered to.

4.21.4 The Governing Board must approve any sale or transfer of surplus property with a value of \$5,000 or more per item or a value of \$25,000 in the aggregate.

CODE OF ETHICS

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board.

AUTHORITY:

~~OFFICE OF PRIMARY RESPONSIBILITY: Board Approval Date: Page 1 of 6~~

~~ADMINISTRATIVE SUPPORT~~

~~REV. REV. DATE~~

~~SUBJECT: Amendments to Rules 1 & 2; Code of Conduct~~

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

Part II, Chapter 343, Florida Statutes

Rule 5: Code of Ethics

Section ~~2.11.~~ 5.1. Code of Ethics. The State of Florida has adopted a Code of Ethics for Public Officers and Employees, ~~applicable to Members, officers and employees of the Authority,~~ found in Part III of Chapter 112, Florida Statutes. The Authority has elected to apply certain provisions of the State Code of Ethics to its Members, officers and employees. The declared policy of this law is to prohibit any Member, officer or employee from having any interest in, or engaging in, any obligation "which is in substantial conflict with the proper discharge of his duties in the public interest." § 112.311, Fla. Stat (2005). All Members, officers and employees of the Authority shall familiarize themselves with and comply with all applicable provisions of Part III of Chapter 112, Florida Statutes, which includes language prohibiting any Member, officer or employee of the Authority from:

- i. using or attempting to use his or her official position to secure special privileges or exemptions for himself/herself, or others;
- ii. accepting employment or engaging in any business or professional activity which might reasonably be expected to require or induce the disclosure of confidential information acquired by the Member, officer or employee by reason of official position;
- iii. disclosing to others, or using for personal benefit, any confidential information gained by reason of official position;

- iv. accepting other employment which might impair the independence or judgment of the Member, officer or employee in the performance of public duty; receiving any compensation for official services to the Authority from any source other than the Authority, or when such compensation is offered to influence a vote or other action of the officer or employee;
- v. transacting any business in an official capacity with any other business entity of which the Member, officer or employee is an officer, director, agent, member or owns a controlling interest; and
- vi. having personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

Part III of Chapter 112, Florida Statutes, also mandates that certain specific Members, officers and employees comply with financial disclosure and gift reporting requirements. The Authority shall maintain current lists of reporting individuals as required by State law. This Section provides additional requirements to assure the ethical conduct of Members, officers and employees of the Authority, and shall be, wherever possible, construed as supplemental to Part III of Chapter 112, Florida Statutes.

~~2.11.15.1.1~~ 2.11.15.1.1 General Standards of Conduct. This Rule prescribes standards of ethical conduct for all Members, officers and employees of the Authority, and is intended to require that each and every such individual avoid any action, whether or not specifically prohibited, which might result in or create the appearance of:

- i. using public office for private gain;
- ii. offering preferential treatment to any Person;
- iii. impeding the Authority's efficiency or economy;
- iv. compromising complete independence or impartiality;
- v. making an Authority decision outside of official channels;
- vi. affecting adversely the confidence of the public in the integrity of the Authority; or
- vii. receiving compensation from any sources other than the Authority for performing official duties or any work performed on behalf of or in connection with official Authority business.

~~2.11.25.1.2~~ 2.11.25.1.2 Outside Business or Employment. No officer or employee of the Authority shall accept outside employment or engage in any private business if such outside employment or private business would interfere with the normal conduct of his or her position or office. No officer or employee shall engage in outside business or employment, unless written approval is first obtained from the Chief Executive Officer . Any such request shall state the potential employer's or business' name and address, and

shall describe with particularity the employee's prospective duties or participation and the anticipated hours of employment or activity that would be associated with that business or employment. This request shall be submitted to the employee's immediate supervisor and then forwarded to the Chief Executive Officer ~~Directors~~ office via the employee's chain of command, with recommendations for approval or disapproval noted by each level of the chain of command. No Member, officer or employee shall personally, or through a business, in which he or she owns a material interest, provide goods or other services to the Authority for compensation.

~~2.11.35.1.3~~ Former Officers and Employees. No former Member, officer or employee of the Authority shall personally represent another Person or entity for compensation before the Governing Board or the Authority (within meaning of Section 112.313(13), Florida Statutes, or any successor provision thereof), except for the purpose of collective bargaining, until the expiration of a period of two (2) years following the vacation of office or termination of employment of such Member, officer or employee. This ~~Rule~~rule shall be strictly construed to prohibit former employees from acting as paid lobbyists engaged for the sole purpose of influencing the Authority. It shall not prohibit a former employee from participating in a contract, or a bid or proposal for the award of a contract, to provide services to the Authority within the former employee's professional expertise.

~~2.11.45.1.4~~ Employment of Relatives. If the Chief Executive Officer determines that an emergency, as defined in Section 252.34(3) of Florida Statutes, exists, the Chief Executive Officer may authorize, to the extent necessary to address and cope with such emergency, the temporary employment of individuals whose employment would otherwise be prohibited by Section 112.3135 of Florida Statutes.

~~2.11.55.1.5~~ Influencing of Votes. No Member, officer or employee of the Authority shall, directly or indirectly, give or promise any person ~~or Persons~~ any office, public employment, benefit or anything of value for the purpose of influencing or obtaining the political aid or vote of such person or persons.

~~2.11.65.1.6~~ Gratuities. No Member, officer or employee shall solicit directly or indirectly any gratuity regardless of value from any person. Provided, however, a Member, officer or employee may solicit or accept a gratuity from a relative or a personal friend who has no business interest or dealing with the Member, officer or employee in their official capacity. No Member, officer or employee shall accept directly or indirectly any gratuity, regardless of value, which is offered based upon any understanding, or under circumstances that would reasonably suggest, that the vote, official action, or judgment of the Member, officer or employee would be influenced thereby. No Member, officer or employee may knowingly accept a gratuity valued in excess of \$25 from any person (other than a relative) or business with whom the Authority previously had, currently has, or in the foreseeable future may have, a business relationship, or with respect to whom the Member, officer or employee previously or currently makes, or may in the foreseeable future make, decisions affecting such person's business, property or personal interests.

Notwithstanding the forgoing, Members, officers and employees may accept gratuities under the following circumstances:

- i. when tendered to a Member, officer or employee by a Relative;
- ii. when tendered to a Member, officer or employee on an appropriate gift-giving occasion (e.g. Christmas, birthday) when the circumstance clearly ~~indicated~~indicate motivating interests other than the business connection of the Member, officer or employee and the value is less than \$25;
- iii. when tendered to a Member, officer or employee by a personal friend who has no business interest or dealings with such individual in his or her official capacity;
- iv. when consisting solely of a meal and incidental entertainment offered on an occasional or sporadic basis in a professional or social event when the value is less than \$specified by Florida Statues
- v. campaign contributions otherwise disclosed on appropriate state forms;
- vi. a Gratuity offered to the Authority and accepted on behalf of the Authority, with said Gratuity to remain the property of the Authority; and
- vii. admission to events to which a Member, officer or employee is invited in his or her official representative capacity, and the value is less than \$25.

2.11.75.1.7 Confidentiality of Information. No Member, officer or employee shall furnish to anyone any information, other than public information, that was obtained as a result of his or her relationship with the Authority, for the purpose of gaining personal advantage for himself/herself or another. This Section shall not be construed to limit, hinder or prevent the divulgence or use of information in the performance of official duties, but shall prohibit the use of or providing of information that would place the Member, officer or employee, or the recipient of the information, in a vantage position over the general public, and thereby constitute a violation of public trust.

2.11.85.1.8 Coercion. No Member, officer or employee shall use, or permit a relative to use, the official status of such Member, officer or employee to coerce or give the appearance of coercing a person to provide benefit to himself/herself, or another person, ~~particularly one with whom the Member, officer or employee officer has family, business or financial ties.~~

2.11.95.1.9 Interest in Contracts with Authority. No Member, officer or employee shall be directly or indirectly employed by any person, ~~firm or corporation~~ nor be interested, directly or indirectly, ~~inwith~~ any ~~firm or corporation~~person having, or proposing to have, any contractual relation with or rendering, or proposing to render for

any consideration, services to the Authority, when the approval, concurrence, decision, recommendation or advice of the Member, officer or employee shall be sought, obtained or required in connection with such ~~contractor~~contract or service. No pPerson, ~~firm or corporation~~ having, or proposing to have, any contractual relationship with, or rendering, or proposing to render, for any consideration, services to the Authority, shall employ or have as an interested party, directly or indirectly, any Member, officer or employee, when the approval, concurrence, decision, recommendation or advice of such Member, officer or employee shall be sought, obtained or required in connection with such contract or service.

~~2.11.105.1.10~~ 2.11.105.1.10 Use of Authority Assets. Unless specifically permitted by Authority policy or written approval of the Chief Executive Officer, the use of Authority facilities, equipment, vehicles, supplies, on-duty personnel or other goods or services is limited to Authority business; they may not be used for private or personal purposes except on the same basis that they are otherwise normally available to the public. Normal rental or usage fees may not be waived except in accordance with Authority policy or with written approval of the Chief Executive Officer.

~~2.11.115.1.11~~ 2.11.115.1.11 Bona Fide Business Transactions. This Section shall not be construed to prevent a Member, officer or employee from entering into a bona fide business transaction for the services of or purchase of goods or materials from a person, ~~firm or corporation~~ doing business with the Authority when no special benefit not otherwise available to other patrons of the person, ~~firm or corporation~~ is accorded or sought by the Member, officer or employee.

~~2.11.125.1.12~~ 2.11.125.1.12 Form of Certification. Each Member shall execute a "Certification of Code of Conduct" substantially in the form attached hereto as Exhibit "B-1A". Each officer and employee shall execute a "Certification of Code of Conduct" substantially in the form attached hereto as Exhibit "B-1B".

~~2.11.135.1.13~~ 2.11.135.1.13 Penalties. In addition to the penalties available under Part III of Chapter 112, Florida Statutes, for violation of the provisions thereof, (1) any Member found to have violated any provision of this Section may be subject to sanction or disciplinary action by the Governing Board, and (2) any officer or employee found to have violated any provision of this ~~section~~Section may be subject to disciplinary action by the Governing Board or the Chief Executive Officer, including immediate dismissal. Any contractor, supplier or vendor found to have violated any provision of this Section may be barred from participating in procurement procedures of the Authority in accordance with these Administrative Rules, and any contract then in effect with such contractor, supplier or vendor may be terminated immediately by the Executive Director.~~OR660070;1~~

~~007~~ ADMINISTRATIVE RULE 7
TRAVEL POLICY

~~OFFICE OF PRIMARY RESPONSIBILITY:~~ ~~EFFECTIVE DATE:~~ _____ Page 1 of 14

~~ADMINISTRATIVE SUPPORT~~ _____ ~~REV. #~~ _____ ~~REV. DATE~~ _____

~~SUBJECT:~~ **Travel Policy**

~~**OBJECTIVE:** The Authority was created by Part II, Chapter 343, Florida Statutes, to own, operate, maintain, and manage a public transportation system in the area of Seminole, Orange and Osceola Counties, and to adopt such rules as may be necessary to govern the operating of a public transportation system and public transportation facilities. The Governing Board adopts this Rule to establish the policy governing authorized travel for Members of the Governing Board, officers, employees and other Authorized Persons (as defined below) who travel at the expense of the Authority.~~

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board.

AUTHORITY:

Authority for ~~this policy and procedure are~~ the establishment of this Administrative Rule is as follows:

Part II, Chapter 343, Florida Statutes

RULE: 7: Travel Policy

Section 7.1. Definitions. In addition to those terms defined in Rule 1 of these Administrative Rules, the following terms shall have the following meanings for the purposes of this Rule:

7.1.1 "Authorized Travelers Traveler(s)" means (a) Members of the Governing Board, (b) Authority officers and employees, and (c) all other individuals traveling at the expense of the Authority, including agents and consultants.

7.1.2 "Business Client" means any person, other than an Authority member, employee, consultant, or other traveler, who receives the services of or is subject to solicitation by the Authority in connection with the performance of its lawful duties.

7.1.3 "Business Entertainment Expenses~~Expense(s)~~" means the actual and reasonable costs of providing hospitality for business clients or guests, which costs are defined and prescribed as hereinafter set forth.

7.1.4 "Common Carrier" means train, bus, commercial airline operating scheduled (as opposed to charter) flights, or rental cars of an established rental car firm.

7.1.5 "Complimentary Upgrade" means any seat assignment arranged in advance by specific request of the Authorized Traveler or by an airline employee that provides the Authorized Traveler with a class of travel in excess of the airfare paid.

7.1.6 "Daily Travel" means all travel, including conferences and seminars, within the service area of the Authority that does not require an overnight stay.

7.1.7 "Denied Boarding Customer" means those Authorized Travelers that have been denied boarding a flight by an airline because of overbooking, mechanical problems or other flight delays.

7.1.8 "Domestic Travel" means travel within the forty-eight (48) continental United States.

7.1.9 "Emergency Notice" means notification given to a Traveler less than twenty-four (24) hours prior to the start of a travel period.

7.1.10 "Most Economical Method of Travel" means the mode of travel (Authority-owned vehicle, privately owned vehicle, ~~common-carrier~~Common Carrier, etc.) and schedule of transportation, taking into consideration the following:

- i. the purpose and nature of the travel;
- ii. the most efficient and economical means of travel (considering the time length of the trip, number of connections, time of day, cost of transportation and Per Diem or subsistence required, early booking of airline reservations to take advantage of discounted fares); and
- iii. the number of persons making the trip and the amount of equipment or material to be transported.

7.1.11 "Official Guest" means a person, other than an Authority Member, officer or employee, or other Authorized Traveler, authorized to receive the hospitality of the Authority pursuant to this Rule.

7.1.12 "Per Diem" means amounts authorized to be paid for travel expenses on a daily basis, based on Per Diem tables published by ~~the State of Florida~~applicable federal, state or local governments or otherwise contained herein.

7.1.13 "Standby Seat" means a seat assigned by the airline to an Authorized Traveler when traveling in a standby mode.

7.1.14 "Travel Day" means a period of twenty-four (24) hours consisting of four (4) quarters of six (6) hours each beginning at midnight.

7.1.15 "Travel Expenses" means the actual and reasonable costs of transportation, meals, lodging, and incidental expenses normally incurred by a Traveler, which costs are defined and prescribed as hereinafter set forth.

7.1.16 "Travel ~~Expenses~~Expense Report" means the report to be filed pursuant to Section 7.6.1 hereof, in the form to be established by the Finance Division of the Authority.

7.1.17 "Travel Period" means the period of time between the time of departure and time of return.

7.1.18 "Travel Request Form" means the form to be filed pursuant to Section 7.3.1 hereof, in the form to be established by the Finance ~~Division~~division of the Authority.

Section 7.2 General Standards for Travel. All travel at the expense of the Authority shall be approved in advance and be conducted by Authorized Travelers on official Authority business when such travel directly benefits the Authority, in accordance with the requirements of this Rule and Section 112.061 of Florida Statutes or any successor provision, ~~and when such travel directly benefits the Authority~~. The requirements of this Rule apply to all local, state, national and foreign travel at the Authority's expense, regardless of the purpose, nature or circumstances of such travel. This Rule provides for the authorization of travel in the business discretion of the Authority, and does not create or confer any right to reimbursement, compensation or authorization on the part of ~~Authority~~ Members, officers, employees, agents, consultants, contractors, vendors or representatives. The Authority reserves for itself the sole and absolute discretion to determine when travel should be treated as authorized travel pursuant to this Rule, and may, for example, determine that incidental local travel or travel that, in the Authority's view, was not beneficial to the Authority or that constituted an abuse of the Authority's travel policies, is not eligible for such treatment.

7.2.1 Expenses. Authorized Travelers are expected to exercise the same care in incurring travel expenses that any prudent person exercises when traveling on personal business. It is the responsibility of each Authorized Traveler to comply with this Rule and to be knowledgeable of the nature and extent of reimbursable expenses. ~~It is the~~

~~general policy of the Authority to reimburse reasonable travel and entertainment expenses, incurred during authorized travel, subject to any limitations provided for in this Rule.~~ If an Authorized Traveler or Business Client deviates from this Rule ~~for justifiable reasons~~, the circumstances of the deviation and the reasons therefore are to be documented and reviewed for approval by the Governing Board and/or the Chief Executive Director/Officer. The Authority may refuse to reimburse expenses incurred by ~~an Authorized~~ an Authorized Traveler, and may require ~~an Authorized~~ an Authorized Traveler to reimburse the Authority for expenses paid by the Authority, to the extent such expenses were incurred by the Authorized Traveler in violation of this Rule, Florida Statutes or other rule or regulation that the Authority may be subject.

7.2.2 Conduct. During all authorized travel, Authorized Travelers shall conduct themselves as representatives of the Authority in a manner that reflects positively on the Authority and maintains the highest possible degree of public trust. Authorized Travelers shall make the most efficient and appropriate use of their time to assure the Authority receives the maximum benefit from their travel, and shall limit personal, recreational and other non-business activity to non-business hours. Authorized Travelers who are accompanied by family or friends during authorized travel shall assure that (1) the Authority incurs no expense whatsoever as a result, and (2) such travel with such family or friends does not in any way infringe upon or reduce the benefit the Authority would otherwise receive as a result of such travel.

Section 7.3 Authorization of Travel. All travel at the expenses of the Authority must be authorized in accordance with this Section.

7.3.1 Travel Authorization. All requests for travel must be submitted on a Travel Request Form, specifying or including (1) the dates of travel, (2) a total budget amount, (3) a statement of purpose for the travel that describes the benefits to the Authority, (4) for conferences, meetings or events, a copy of any printed program or agenda, or, if none is available, a statement to that effect, (5) any statements or information required pursuant to ~~and~~ Section 112.061 of Florida Statutes or any successor provision, and (6) all other pertinent information required to complete the Travel Request Form and process the request. The Travel Request Form must be signed by the Authorized Traveler and approved by an Authorized Person (as hereinafter defined) in advance of the proposed travel. The Authorized Person must ensure that funding is available to pay the ~~travel expenses~~ Travel Expenses in the appropriate line item budget.

7.3.2 Authorized Persons. The following individuals, ~~and in the case of department directors each officer above such individuals in the chain of managerial authority~~, shall have the following approval authority, and are designated Authorized Persons, for the following types of travel requests:

<u>Type of Travel</u>	<u>Approval Authority</u>
Daily Travel (except consultants) (In <u>in</u> service area only)	Department Directors
Daily Travel (outside service area) (except consultants) (national)	<u>Chief Executive</u> Director <u>Officer</u>
Multi-day Travel and Travel Outside Service Area (all local, state, national)	<u>Chief Executive</u> Director <u>Officer</u>
Consultants (all local, state, national)	Per Contract, <u>Chief Executive</u> <u>Officer</u> Director

Department directors are authorized to delegate approval authority to a named designee. ~~Nonetheless, provided that~~ each department director is ultimately responsible for the appropriateness and accuracy of all travel within his or her respective department. All travel by department directors, ~~Executive Officers and Members must shall~~ be approved by the ~~Executive Director. All travel by the Executive Director must be approved by the Chairman or Vice Chairman of the Governing Board~~ Chief Executive Officer. Each Authorized Person approving a travel request shall have the responsibility to review the travel ~~requests~~request and ensure its compliance with this Rule prior to approving it. With respect to any request for travel to a conference, convention, expo or other event that multiple Authorized Travelers will attend, the Authorized Person approving such request is responsible for notifying the Chief Executive ~~Director~~Officer of such request. The Chief Executive ~~Director~~Officer shall assure that the number of Authorized Travelers attending any such event is limited to the minimum number necessary for the Authority to reasonably benefit from such event in the most economically efficient manner.

7.3.3 Agents and Consultants. The Chief Executive ~~Director~~Officer may approve travel on behalf of the Authority by persons who are serving as consultants or ~~advisors when such travel is on behalf of the Authority (excluding those consultants and advisors whose contract specifies the terms of travel)~~ agents. Travel expense provisions may be made within the consulting agreement and approved as part of the agreement, subject to the maximum limits for reimbursement provided for in this Rule. If no such ~~provision is~~ provisions are included within the consulting agreement, complete justification for such travel in accordance with Section 7.3.1 hereof must be submitted

prior to approval. ~~Travel expenses for Authorized Persons shall adhere to the same rates and guidelines as those for other Authority Members, officers and employees.~~

7.3.4 Travel and/or Entertainment of Business Clients or Official Guests. Actual and reasonable travel and Business Entertainment Expenses incurred by Authority Members, ~~or~~ ~~officers~~ or employees, in accordance with Section 7.5.2 hereof, on behalf of a Business Client or authorized Official Guest shall be paid directly to third party vendors when practical. The Chief Executive Director ~~Officer~~ may authorize consultants to incur similar expenses. When payment to a third party is not ~~practical~~ practicable, reimbursement will be to the person incurring the expense (including ~~business client or guest~~ Business Client or Official Guest), provided receipts authorizing disbursement of Authority funds pursuant to this Rule are obtained. Receipts must be machine-validated cash register or credit card receipts. Stubs from ~~Official Guest~~ checks are not acceptable. The Chief Executive Director ~~Officer~~ may waive (under special circumstances) any requirement for the disclosure of names of Business Clients or Official Guests. In this event, the payment voucher shall contain a statement noting the special circumstances justifying the waiver.

7.3.5 Travel for Employment Interviews. Travel and transportation expenses of the Authority's employment applicants will be reimbursed in accordance with this Rule. All travel arrangements and lodging will be made by the respective departmental designee in accordance with Section 7.3.6.

7.3.6 Travel Planning. Each department shall designate an individual to be responsible for arranging travel plans, ~~including Daily Travel, conference or seminar registration, rental car or airfare, in accordance with this Rule. All airfare and other travel reservations will be made by such designee or an authorized representative, such as a local or nationally recognized travel agency, unless otherwise approved by the Executive Director.~~ in accordance with this Rule ("Departmental Designee").

7.3.7 Most Economical Method. Authorized Travelers are required to use the Most Economical Method of Travel. A ~~departmental designee~~ Departmental Designee may reserve refundable or nonrefundable airfares as deemed appropriate under the circumstances. If an Authorized Traveler departs early or returns late to take advantage of reduced airfares, lodging and meals will be reimbursed in accordance with this Rule, provided that a net savings to the Authority is realized and such savings are documented in advance in the Travel Request Form.

7.3.8 Physically Disabled, Sick or Injured Travelers. Any Authorized Traveler who becomes sick or injured, to the extent they can no longer perform the Authority's business, may be eligible to continue receiving meal allowances and reimbursement for other reasonable expenses during his or her incapacitation. This eligibility may extend until such time as the Authorized Traveler is able to continue to perform the Authority's business or return to the Authority's offices, whichever is earlier. In order to qualify, the Authorized Traveler must notify the Authorized Person as soon as

possible, but not later ~~that 24~~than twenty-four (24) hours after incurring the illness or injury, and receive authorization for continued reimbursement. Notwithstanding any provision contained herein to the contrary, the Authority may reimburse or pay travel expenses incurred by the physically disabled Authorized Traveler, which are in excess of the travel expenses ordinarily authorized, provided such excess travel expenses are reasonable and necessary under the circumstances for the safe travel of the physically disabled individual. Any and all reasonable and necessary expenses being claimed by the Authorized Traveler must be accompanied by sufficient documentation to justify the expenses.

7.3.9 Emergency Travel. The Chief Executive ~~Director~~Officer may authorize travel for any Member, officer or employee pursuant to emergency notice. Travel Request Forms and Travel Expense Reports shall be submitted upon completion of travel in accordance with Section 7.6.1.

Section 7.4 Rates of Payment. Authorized Travelers may not incur ~~travel expenses~~Travel Expenses in excess of the rate limitations set forth in this Section, except as expressly authorized in this Rule, ~~and the limitations set forth in Section 112.061 of Florida Statutes or any successor provision.~~

7.4.1 Lodging. ~~A~~An Authorized Traveler may be reimbursed for the actual cost of a single occupancy hotel room for travel that requires overnight absence from the Authority's offices. The ~~departmental designee~~Departmental Designee will consider, in the following order of importance, the traveler's safety, the convenience of the hotel location for the Authorized Traveler's business, and the rate guidelines as outlined below, when making hotel reservations. Lodging expenses must be substantiated by a receipt.

- i. Domestic Lodging Rates. Reimbursement or payment for domestic lodging is limited to the group rate, if available. If a group rate is not available, lodging expenses are limited to reasonable amounts for the area traveled. Primary responsibility for the reasonableness of amounts charged rests with the Authorized Person approving the travel.
- ii. Tax Exemption. When reserving lodging within the State of Florida, an Authority credit card payment or an advance check shall be made payable to the lodging facility being used, to ensure exemption from sales tax. The ~~departmental designee~~Departmental Designee shall make the necessary arrangements with the lodging facility and the ~~Finance Division~~Authority's finance division. The Authorized Traveler and the ~~departmental designee~~Departmental Designee shall, whenever practical, take advantage of any legally available sales tax exemption for out-of-state lodging expenses.

- iii. Non-reimbursable Expenses. Additional amounts charged to the room, including but not limited to movies or alcoholic beverages, will not be reimbursed. Snacks and non-alcoholic beverages from mini bars may be reimbursed if included in the Per Diem reimbursement.

7.4.2 Meals. ~~In order to comply with State regulations, a~~ A Per Diem meal allowance shall be afforded to Authorized Travelers. For the purposes of determining meal allowances, the Travel Day shall begin two hours before departure on domestic flights. Travel involving ground transportation shall commence at the point and time of departure. Meal allowances shall be subject to the limitations set forth in Florida Statutes applicable to reimbursement of travel expenses, as amended from time to time, generally inclusive of any and all gratuities. Exceptional gratuities must be documented in writing and approved ~~pursuant to Section 3.1,~~ as herein provided.

- i. Allocation of Per-Meal Reimbursement. Per-meal (or non-Per-Diem) Reimbursements will be made for (1) breakfast if departure is before 6:00 a.m. and return is after 8:00 a.m., (2) lunch if departure is before 12 noon and return is after 2:00 p.m. and (3) dinner if departure is before 6:00 p.m. and return is after 8:00 p.m.
- ii. Expenditure Amounts. Any meal expenditure incurred by an Authorized Traveler while with a Business Client or authorized Official Guest shall be separately reimbursed in accordance with Section 7.3.4. When a meal expense is reimbursed as an Business Entertainment Expense, the allocable portion of the daily meal allowance for that meal will not be reimbursed. Limitations on expenditures set forth above are applicable to Authorized Travelers when not accompanied by a Business Client or authorized Official Guest. When accompanied by a Business Client or Official Guest, expenditures shall be made in accordance with Section 7.3.4 and Section 7.5.2 of this policy.
- iii. Complimentary Meals. If a complimentary meal is provided or is included in a registration fee paid by the Authority, it shall be the Authorized Traveler's option to accept or decline these meals. Continental breakfasts and snacks do not constitute complimentary meals.

7.4.3 Transportation. All travel should be by the usually traveled direct route or method. If ~~an~~ Authorized Traveler travels by an indirect route or any other method for his or her own convenience, any extra costs shall be borne by the Authorized Traveler and reimbursement or payment of expenses shall be based only on such charges as would have been incurred by use of the usually traveled route or method. The ~~departmental designee~~ Departmental Designee shall recommend the Most Economical Method of Travel and the usually traveled direct route for any trip.

- A. Commercial Air Travel. Commercial air travel shall be by the most economical class and documented as such by the ~~departmental designee~~Departmental Designee on the trip itinerary. First class rates may be authorized by the Chief Executive Director—Officer (1) if a statement from the Common Carrier is included with the travel request stating that tourist, coach, or economy class is not available for the date and time the travel is requested, or (2) for medical reasons, if substantiated in writing by a physician.
- i. Unused Ticket. All unused portions of airline tickets for which the fare is paid or reimbursed by the Authority shall be forwarded to the departmental designee by the Authorized Traveler. A statement must be attached explaining why the portion of the ticket was not used.
 - ii. Receipts. All travel expense reports with airfare must be accompanied by the ticket receipt.
 - iii. Personal Travel. Personal side trips combined with business trips are allowed ~~when approved in advance~~, provided that the side trips do not in any way infringe upon or reduce the benefit the Authority would otherwise receive as a result of such travel. Side trips must be taken on the Authorized Traveler's own time and at no expense to the Authority. Any additional expense over the ticketed cost, as determined by this policy for the business portion of the trip, is the responsibility of the Authorized Traveler. Personal airfare must be reimbursed to the Authority in advance of the travel, if known. An Authorized Traveler who alters travel plans for personal reasons must pay any additional cost of transportation directly to the commercial carrier at the time of purchase, and will not charge such additional cost to the Authority nor request reimbursement of such additional cost.

7.4.4 Car Rentals. Use of a rental car must be requested and justified on the Travel Request Form and deemed by the Authorized Person approving the request to be more economical, efficient or appropriate than alternative forms of ground transportation. Rental cars must be approved in advance by the Authorized Person approving the travel request.

- i. State Contract. Whenever available, approved vehicles shall be rented in accordance with the intermediate size vehicle listed on the annual contract for rental cars competitively bid by the State of Florida, if applicable. An explanation for use of rental cars obtained from a source other than the State contract vendor must be justified in writing in advance. Use of a rental vehicle larger than an intermediate size, which is required to

transport Business Clients or materials, must be included in the Travel Request Form and approved by the Authorized Person in advance.

- ii. Insurance. Collision damage waiver insurance ~~should~~costs will not be ~~purchased~~reimbursed. The Authority's insurance carrier or self insurance program provides coverage for Authorized Travelers who use a rental car. Rental cars used for personal time are not covered on the Authority's insurance plan or self insurance program.

7.4.5 Privately -Owned Vehicles. Authorized Persons may approve the use of a privately-owned vehicle for travel in lieu of Authority-owned or rented vehicles or common carriers where such use is (1) for travel only within the State of Florida, (2) such use is the most economically efficient method of travel, and (3) such use does not constitute an abuse of the Authority's travel policy by reason of excessive side trips or personal benefit to the Authorized Traveler.

- i. An Authorized Traveler who receives approval to use a privately-owned vehicle shall be entitled to a mileage allowance at the rate set forth by State ~~Regulations~~regulations or the air carrier fare for such travel plus applicable costs for ground transportation, whichever is less. All travel which is subject to a mileage allowance shall be shown from point of origin or the Authority's offices, whichever results in the least mileage, to point of destination and return, and whenever possible shall be computed on the basis of the current map of the Department of Transportation. Actual vicinity mileage necessary for the conduct of Authority business is allowable but must be shown as a separate item on the Travel Expense Report.
- ii. No reimbursement other than a mileage allowance shall be allowed for expenditures related to the operation, maintenance or ownership of a privately-owned vehicle, except as provided above. The Authority shall not enter into an agreement in which a depreciation allowance is used in computing the amount paid to an individual for the use of a privately-owned vehicle on Authority business.
- iii. The Chief Executive ~~Director~~Officer may grant reasonable monthly allowances in fixed amounts for use of privately-owned vehicles on Authority business instead of the mileage allowances provided for herein. Such allowances shall be established by taking into account the customary use of the vehicle, the roads customarily traveled and whether any of the expenses incidental to the operation, maintenance or ownership of the vehicle ~~is~~are paid from public funds. Such ~~allowance~~allowances may be changed at any time, and shall be made on the basis of a statement signed by the Authorized Traveler and filed before the allowance is granted or changed, and at least annually thereafter.

7.4.6 Chartered Transportation. The Chief Executive Director~~Officer~~ may authorize, in advance, travel by chartered vehicle or carrier when necessary or where it is to the Authority's advantage, provided the cost of such transportation does not exceed the cost of transportation by privately-owned vehicles or common carrier.

7.4.7 Gratuitous Transportation. No Authorized Traveler shall be allowed either mileage or transportation expense when gratuitously transported by another, or when transported by another Authorized Traveler who is entitled to mileage or transportation expense.

Section 7.5 Expenses and Advances.

7.5.1 Incidental Expenses. Receipts are required, when available, for the following incidental travel expenses:

- i. Convention and conference registration fees; additionally, ~~a~~an Authorized Traveler may be reimbursed for the actual and reasonable fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the Authority's participation at the conference or convention, including, but not limited to, banquets and other meal functions. It shall be the Authorized Traveler's responsibility; ~~however,~~ to substantiate that such charges are proper and necessary.
- ii. Reasonable tips and gratuities, not to exceed 20% of the underlying expense; gratuities for meal allowances shall not be separately reimbursed, unless approved as noted in Section 7.4.2.
- iii. Actual and necessary fees charged to purchase traveler's cheques for authorized travel expenses.
- iv. Actual cost of maps necessary for conducting official Authority business.
- v. Taxi, train, or shuttle bus fare.
- vi. Storage or parking fees.
- vii. Gasoline, when using a rental car.
- viii. Tolls.
- ix. Communication expenses incurred in the conduct of Authority business; any request for payment of or claiming reimbursement for communication expenses charged to a hotel bill or credit card must state the points and parties contacted and the reason for such communications. Authority

Members appointed from the private sector shall be reimbursed for reasonable communication expenses related to their individual business while traveling on behalf of the Authority if so documented. Authorized Travelers will not be reimbursed for personal phone calls if deemed unreasonable by the Authorized Person.

- x. Laundry and Pressing; when authorized travel extends beyond four (4) days, the Authorized Traveler may be reimbursed for laundry, dry cleaning, and pressing costs when substantiated by receipts.
- xi. In countries where a language barrier may exist, reimbursement for expenses such as taxi fare, currency exchange fees, or tolls may be made without receipts provided that a statement is attached to the Travel Expense Report detailing non-receipted expenses.

7.5.2 Business Entertainment Expenses. Business Entertainment Expenses are allowable for promotional items and services required to provide hospitality for Business Clients and authorized Official Guests as set forth below. Only Members and officers (~~Chief Executive Director, Executive Officers~~Officer, executive officers, department directors and officers holding positions at similar levels of managerial authority) are authorized to incur such expenses.

- i. Tangible Items. Hospitality in the form of tangible items, such as tie tacks, medallions, paperweights, and other non-consumable items shall be distributed by the appropriate department. Non-consumable items shall be requisitioned through normal purchasing procedures.
- ii. Recreational Activities. Hospitality in the form of recreational activities may be provided and shall be requisitioned through normal purchasing procedures when possible.
- iii. Entertainment. Actual and reasonable Business Entertainment Expenses of Authority Members, officers and employees are allowable only when in the presence of or when physically accompanying a Business Client or authorized Official Guest.

~~When incurred in the presence of a Business Client or authorized Official Guest, Business Entertainment Expenses shall be reimbursed for Authorized Travelers, after approval by the Authorized Person pursuant to Section 7.3.4 hereof.~~

7.5.3 Travel Advances. ~~Authority Members, officers and employees~~Authorized Travelers (except those possessing Authority authorized credit cards), who have been authorized to travel may, ~~when necessary~~, draw an advance of not less than \$25 nor more than the amount of estimated expenses for travel, less amounts prepaid by the Authority, by completing and submitting a Travel Request Form no less

than five (5), nor more than twenty (20) working days before said travel. The amount of advance is subject to ~~the~~ approval by the Authorized Person ~~pursuant to Section 7.3.1 hereof.~~

- i. If two (2) or more Travel Expense Reports are outstanding, no additional travel advances will be issued.
- ii. For any advance that is outstanding for more than thirty (30) days, and is directly attributable to the Traveler's failure to properly file a Travel Expense Report in a timely fashion, a payroll deduction will automatically be made.

7.5.4 Operational and Promotional Advances. Operational items are those items necessary for the continued smooth operation of the Authority such as deposits necessary to hold rooms for functions, etc. Promotional items are those items which may be used during the marketing and promotional activities associated with Authority business such as mugs, gifts, etc. Advances of this nature shall be made to an Authority Member, officer or employee only if the item cannot be requisitioned through normal purchasing procedures because of time constraints or other legitimate operational reasons. The request and justification must be made in writing and approved by an Authorized Person ~~pursuant to Section 3.1.~~

7.5.5 Receipts. While receipts in the prescribed form are required for most payments or reimbursements pursuant to this policy, it is recognized that unexpected circumstances may arise such as language barriers, loss of receipts, or unavailability of receipts, which require an alternative procedure for documentation of reimbursable expenses. In those isolated situations where receipts are not available, a statement must be prepared by the Authorized Traveler and included in the Travel Expense Report. Such certification may then be presented instead of the unavailable or lost receipt.

Section 7.6 Reporting. Each Authorized Traveler must submit a completed Travel Expense Report to the Finance Division, with a copy submitted to the Authorized Person who approved the travel, with required documentation no later than ten (10) working days after the ~~travel period~~ Travel Period has ended.

7.6.1 Reporting Requirements. The following shall be included in completed Travel Expense Report:

- i. Trip Benefits. A statement indicating significant benefits realized by the Authorized Traveler and the Authority as a result of the trip for all travel other than local travel.
- ii. Program Agenda. For conferences, conventions and other events, ~~to~~ the program agenda shall be attached to the Travel Expense Report, or, if not

available upon completion of travel, a statement ~~to that effect~~regarding the purposes of the event and subjects covered at the event shall be provided.

- iii. Significant Deviations from Estimated Expenses. Significant deviation from estimated expenses (i.e., more than the lesser of 20% or \$250) shall be explained and be subject to approval by the Authorized Person who approved the travel.
- iv. Statutory Requirements. Any information or statements required pursuant to Section 112.061 of Florida Statutes or any successor provision.

7.6.2 Review of Completed Reports. Completed Travel Expense Reports will be reviewed for compliance with this Rule by the Finance ~~Division~~division.

7.6.3 Funds Due Authority. Any funds advanced in excess of the travel expenses incurred and allowed should be reimbursed to the Authority's Finance ~~Division~~division and a cash receipt form obtained no later than twenty (20) working days after the ~~travel period~~Travel Period has ended. A copy of the cash receipt must be attached to the Travel Expense Report.

7.6.4 Funds Due Traveler. A Travel Expense Report showing an amount due to or on behalf of an Authorized Traveler will be processed for payment in accordance with standard payment procedures. Payment of undisputed items will be processed for payment within two (2) payment cycles.

7.6.5 Canceled Trips. Canceled travel requests shall be documented as such and routed through ~~a departmental designee~~the Departmental Designee. The Authorized Traveler shall be responsible for requesting refunds for any registration fees, etc., which were expended prior to the required cancellation.

Section 7.7 Authority Credit Card Holders. Authorized Travelers who are also authorized holders of Authority credit cards shall not receive cash advances for lodging except in the case of extenuating circumstances. Payment of travel expenses through the use of such credits cards shall be in accordance with the practices and procedures established by the ~~Procurement Department~~procurement department of the Authority in addition to the requirements of this Rule.

ORL1 #756587-v5

No:
ADM-

~~008~~ADMINISTRATIVE RULE 8
OPERATION AND PLANNING MATTERS; CHARTER AND COMMUNITY
BUS SERVICE POLICY

~~OFFICE OF PRIMARY RESPONSIBILITY: EFFECTIVE DATE:~~ _____ Page 1 of 5

~~OPERATIONS AND PLANNING~~ _____ ~~REV. #~~ _____ ~~REV. DATE~~ _____

~~SUBJECT: Operation and Planning Matters; Charter and Community Bus Service Policy~~

~~**OBJECTIVE:** The Authority was created by Part II, Chapter 343, Florida Statutes, to own, operate, maintain and manage a public transportation system in the area of Seminole, Orange and Osceola Counties, and to adopt such rules as may be necessary to govern the operating of a public transportation system and public transportation facilities. The Governing Board adopts this Rule to establish the policy governing the performance of charter and community bus service by the Authority, to ensure compliance with the minimum requirements of federal law relating to charter and community bus services performed with federally funded equipment and facilities.~~

SCOPE:

This Administrative Rule shall apply to all officers, managers, employees, or agents of the Authority and Members of the Governing Board.

AUTHORITY:

Authority for ~~this policy and procedure are~~the establishment of this Administrative Rule
is as follows:

Part II, Chapter 343, Florida Statutes

~~RULE:~~ 8: OPERATION AND PLANNING MATTERS; CHARTER AND
COMMUNITY BUS SERVICE POLICY

Section ~~8.18.1.~~ Charter and Community Bus Service Transportation.

~~8.1.1—~~8.1.1. Federal Restrictions on Charter Bus Service. ~~At present, the~~The

Federal Transit Act, 49 U.S.C. 5323(d), and the ensuing regulations (collectively, the "Federal Restrictions") of the Federal Transit Administration ("FTA") prohibit the use of federally funded equipment and facilities to provide charter and community bus service if any willing and able private service provider exists, except on an incidental basis and when one or more specified exceptions exists. Continued failure to comply with these requirements may result in the loss of federal funding.

A. Charter Service Defined. The Federal Restrictions define "charter service" as "transportation using buses or vans, or facilities funded under the Federal Transit Act, of a group of persons who pursuant to a common purpose, under a single contract, at a fixed charge for the vehicle or service, have acquired the exclusive use of the vehicle service to travel together under an itinerary either specified in advance or modified after having left the place of origin."

B. Willing and Able Defined. The Federal Restrictions define "willing and able" as having the desire, having the physical capability of providing the categories of revenue vehicles requested, and possessing the legal authority, including the necessary safety certifications, licenses and other legal prerequisites, to provide charter service in the area in which it is proposed to be provided.

C. Incidental Charter Service Defined. The Federal Restrictions define "incidental charter service" as service that does not interfere with or detract from providing mass transportation service or does not shorten the mass transportation life of the equipment being used. Although as a general rule free charter service is not considered incidental, the FTA will consider certain types of free charter service to be incidental (e.g., free service to an economically disadvantaged group when there is no private operator willing and able to provide the service).

D. Exceptions. The Federal Restrictions provide for the following exceptions to the general prohibition on providing charter service:

1. Subject to annual notice described below in Section 8.1.1.E., charter bus service may be provided if no willing and able operator exists. If a willing and able operator does exist, the FTA-funded transit agency ("Grantee") can provide charter service only if the other exceptions apply.

2. Federally funded transit agencies may provide FTA funded vehicles to private operators to satisfy a capacity need or need for accessible vehicles. This exception is used often by Grantees that have vehicles available for charter use by willing and able private operators. Under this exception, the Grantee provides service under contract to the private operator, who is responsible for the direction and control of the Grantee's vehicles while the service is being provided. The Grantee does not contract directly with the public for the service. FTA requires a contract between a private charter operator and the Grantee for the provision of equipment or service when the private operator needs extra capacity or accessible equipment. All equipment or services leased

under this exception must be incidental service (i.e., non-peak period and priced at fully allocated costs).

3. Charter bus service may be provided pursuant to a special events exception, provided the Grantee submits its petition to the FTA ~~Administrator at least 90 days prior to the event~~in accordance with its procedures. The petition must describe the event, explain how it is special, and explain the amount of charter service that private operators are not capable of providing. ~~The FTA Administrator will issue~~Service shall not be provided until such time as the FTA has issued a written decision denying or granting the request in whole or in part.

4. Charter bus service may be provided to government entities or non-profit agencies serving persons with disabilities or persons receiving public welfare funds. The contracting entity must provide a certification as specified in the Federal Restrictions, which attests to the non-profit nature of the agency, identifies the passengers, declares that the requested charter trip is consistent with the function of the organization, and is consistent with Title VI of the Civil Rights Act of 1964.

5. Subject to annual notice described below in Section 8.1.1.E., charter bus service may be provided pursuant to a formal agreement with all private operators. This exception may be used by Grantees who wish to provide charter service when there are willing and able private operators. This exception requires that the Grantee execute a formal agreement with all private operators it has determined to be willing and able. The agreement must specifically allow the Grantee to provide the particular type of charter service defined. The Grantee's annual public notice must provide for this type of agreement or must be amended to refer to the agreement before the Grantee undertakes the charter trips the agreement describes. The Grantee and the private operators may define the excepted charter service in any mutually agreed terms and conditions.

E. Annual Public Service Notice. If the Grantee wishes to provide charter service pursuant to the exceptions set forth above in Sections 8.1.1.D.1 and 8.1.1.D.5, it must determine annually if there is a willing and able private provider of charter service. At a minimum, the determination process must include a published notice that describes the charter service that the Grantee proposes to provide. The Grantee's notice must be limited to a description of the days, time of day, geographic area, and categories of revenue vehicles for service. Only two categories of vehicles can be specified: buses and vans.

The notice must instruct any operator who wishes to be considered willing and able to submit a statement of its desire and capability to provide the proposed service and proof of its legal authority. The notice also must be sent to local private operators and to bus industry trade associations. Any evidence submitted must be reviewed within thirty (30) days. Within sixty (60) days, the Grantee must notify each private charter operator who submitted evidence of the results of the review.

8.1.2 Charter Service. The Authority shall provide no charter service (within the meaning of the Federal Restrictions) except as permitted under the Federal Restrictions, as determined in accordance with this ~~Section 8.1~~Rule 8 and subject to (i) the advice of the Authority's legal counsel, or (ii) a written order, directive or other official decision of the ~~Federal Transit Administration~~FTA permitting such charter service.

A. Responsible Person. The Chief Executive ~~Director~~Officer shall designate an individual of managerial authority in the Operations and Planning Department to serve as the person responsible for processing all requests submitted to the Authority for charter service. Such responsible person shall be thoroughly familiar with the Federal Restrictions.

B. Practices and Procedures. The Chief Executive ~~Director~~Officer shall establish practices and procedures setting forth guidelines for when the Authority should consider providing charter service, the rate and service levels to apply to such charter service, and such other matters as the Chief Executive ~~Director~~Officer deems necessary or appropriate.

C. Processing of Requests. For any request for which it is determined the Authority should provide charter service pursuant to the above-described practices and procedures and subject to the approval of the Chief Executive ~~Director~~Officer, the responsible person shall take appropriate action to determine that such charter service may be provided under the Federal Restrictions and in accordance with this Section 8.1.2.

8.1.3 Notice to Operators, Agreement. As required by the Federal Restrictions, on an annual basis, the Authority shall publish in a regular circulating newspaper, a notice of intent to provide charter service and allow private charter operators to respond of their willingness and ability to provide charter service within the Authority's service area. The Authority shall also provide the same notice to all reasonably known private operators in the geographical service area and to anyone who requests a copy of the notice. Finally, the Authority shall provide a copy of the notice to the American Bus Association or its successor. The Chief Executive ~~Director~~Officer is authorized to negotiate, and to submit to the Governing Board for approval, an agreement with charter operators in the Authority's service area to permit the Authority to provide charter service in compliance with the Federal Restrictions.

8.1.4 Petitions for Exceptions. The Chief Executive ~~Director~~Officer may petition the FTA on an incidental basis to provide charter service in accordance with the Federal Restrictions.

8.1.5 Federal Restrictions Subject to Change. The U.S. Congress and the FTA may, from time to time, amend the Federal Restrictions. Additionally, the Federal Restrictions are subject to interpretation and varying application by the FTA and the courts. Accordingly, the Chief Executive ~~Director~~Officer is authorized to modify the process for responding to requests to provide charter service to accommodate such

changes, provided that (i) any such modification shall be consistent with the requirements of this Section 8.1, and (ii) any such modification that results in a material increase or decrease in the provision of charter service shall be subject to the review and approval of the Governing Board. [ORL1 #761242 v3](#)

LYNX Board Audit Committee Agenda

Audit Committee Agenda Item #3.B

To: LYNX Board Of Directors

From: Sylvia Mendez
CHIEF ADMINISTRATIVE OFFICER
Desna Hunte
(Technical Contact)

Phone: 407.841.2279 ext: 3129

Item Name: Amalgamated Transit Union Local 1596 Pension Plan

Date: 10/27/2005

Background:

The Amalgamated Transit Union 1596 Defined Benefit Pension Plan (Plan) Board of Trustees has requested an opportunity to present to the LYNX Board of Directors' Audit Committee an overview of the Plan to include how the plan was initiated, how it is governed and the health of the pension fund. The Pension Plan Board of Trustees requested this opportunity to speak to the LYNX Audit Committee following the September 2005 Audit Committee presentation by LYNX' staff and pension attorney concerning management's position on funding benefit methodologies for the Plan.

Mr. Tom Lapins, Chairman of the Board of Trustees along with the Plan's attorney, Jill Hanson and Actuary Theora Braccialarghe will conduct the presentation

LYNX Board Audit Committee Agenda

Audit Committee Agenda Item #3.C

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: ACCESS LYNX Overview

Date: 10/27/2005

Paratransit Operations staff will provide an overview on the following topics:

1. ACCESS LYNX and MV Contract Review

Staff will provide an overview of the current contract with MV Transportation including performance measures, challenges and successes throughout the contract, options for extension of the current contract, and plans for the next RFP process for Paratransit carrier services.

2. Medicaid HMO's and Additional Medicaid Funding Cuts

Staff will provide the most recent status of the possibility of Medicaid HMOs providing transportation services to their enrollees and additional Medicaid funding cuts, what is being done to stop these actions, and the effect they will have on our system.

LYNX Board Audit Committee Agenda

Audit Committee Agenda Item #3.D

To: LYNX Board Of Directors

From: Lisa Darnall
Interim Chief Operating Officer
Allan Lemaux
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: LYNX Operations Center (LOC)

Date: 10/27/2005

Staff will present an overview of the LYNX Operations Center (LOC) including funding status and next steps.

LYNX Board Audit Committee Agenda

Audit Committee Information Item #.E

To: LYNX Board Of Directors

From: Bert Francis II
CHIEF FINANCIAL OFFICER
Blanche Sherman
(Technical Contact)

Phone: 407.841.2279 ext: 3047

Item Name: FY2004 Management Letter Comments - Follow-up Information

Date: 10/27/2005

Staff has made significant progress on all of the Auditor's recommendations with most of the recommendations being completed as planned. The remaining recommendations continue to be addressed with plans for completion by April 2006. The following provides a status update of each recommendation:

Great Plains and FASuite Software Implementation:

This implementation of Great Plains and FASuite software continues to progress well. The Purchasing and Workplace E-Requisition software are fully implemented and are being used company wide. The Vendor Classification is scheduled for completion at the end of October of this year. The FASuite Fleet Maintenance application core functions of Work Order Processing and Inventory are scheduled to go live on October 16, 2005. We wish to commend the Maintenance, Material Control, and IT staff for their dedicated services related to the FASuite Software implementation.

The final implementation process of FASuite includes the interfaces to Great Plains. Two of the three procurement related interfaces, vendors and inventory interfaces, have been installed and tested. LYNX has accepted the vendor interface and requested minor changes to the inventory interface to meet design specifications. The remaining procurement related interface, "Inventory Reorder" purchase order is scheduled for completion by November 2005. The installation and testing will begin in November 2005. LYNX Staff will continue to manually enter "Inventory Reorder" purchases in FASuite until the interface with Great Plains Purchasing is completed. The financially related interface, General Ledger, is installed. Testing will begin during October or November 2005.

The Finance, Grants, and IT staff are reviewing the Microsoft Great Plains Grants and Analytical Accounting modules to determine if they meet our reporting requirements. We recently engaged the firm of Sampey and Dexter, P. A. to assist with this review and implementation process. Their initial task will include system setup and configuration as well as a Conference Room Pilot

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(CRP). The goal of the CRP is to ascertain if the setup and system configuration will satisfy our functional requirements “before” continuing with the implementation process. The full implementation of the Projects, Grants, and Encumbrance modules are still scheduled for completion in the January – April 2006 time frame.

Accumulating Purchase Requirements:

The Procurement Division continues to work with Material Control, Maintenance and other departments to implement this requirement. The Procurement staff has begun the process of aggregating projections of future inventory and maintenance purchases and is in the process of establishing supply contracts for these items. The following is the current status of Invitation for Bid’s (IFB’s) that are being pursued over the next two months:

Transmissions - in scope and design

Engines – in scope and design

Lubrications and Greases - on hold due to market conditions

Bearings and Seals – issued and contracted

Printing Services – in the process of being issued

IT Supplies – on hold due to other priorities

The Procurement staff is projecting that most of the above contracts will be in place early in the current fiscal year, but no later than January 1, 2006.

DBE Reports:

The Auditor’s recommendations for DBE reporting were completed in September 2005. The DBE Officer, working with IT staff has begun utilizing the Great Plains software for deriving the DBE reporting information for the Prime DBE contractors. Regarding the DBE subcontractors, the DBE Officer continues to contact the Prime Contractor and subcontractors on a monthly basis to confirm payment and work distribution.

NTD Procedures, Sign-off, and Sampling:

The Planning, Business Relations, and Paratransit Operation’s staffs have implemented the recommendations pertaining to documentation of procedures, proper sign-off, and appropriate sampling. The Paratransit Operations staff will complete the documentation of their procedures in November 2005.

Inventory of Fixed Assets:

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The physical inventory of property and equipment for fiscal year 2004 is completed and has been reconciled to LYNX' financial records. The results of the physical count, as well as recommended items for disposal were presented to the LYNX Board in September 2005.

The Property Officer began the fiscal year 2005 physical inventory during the last week of September. As of October 7, 2005, the physical count was approximately 90% complete. This is a tremendous improvement over prior years, which is primarily due to the diligence of the Property Officer and the help of four "temporary" staff positions that assisted in the physical counting process. We expect the completion of the fiscal inventory counts by the end of October.

The process for drafting improved procedures and implementing the use of property custodians is scheduled for completion by February 2006.

Medicaid Receivables:

The Medicaid invoicing issue was resolved and billings are current through the month of September 2005.

Procurement Policy Update:

The Procurement staff has proposed revisions to the LYNX Administrative Rule #4 as needed. This information has been forwarded to Akerman & Senterfitt for their review and consolidation within the LYNX Administrative Rules. These proposed revisions will be presented to the LYNX Board in October 2005 for discussion.

LYNX Board Audit Committee Agenda

Audit Committee Information Item #.F

To: LYNX Board Of Directors

From: Bert Francis II
CHIEF FINANCIAL OFFICER
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 3047

Item Name: SIB Loan Repayment Schedule

Date: 10/27/2005

On August 16, 2001, LYNX secured a State Infrastructure Bank Loan Agreement (SIB) in the amount of \$ 7,958,991 at 5% interest to provide the required local match to complete the LYNX Central Station project. The \$7.959 million loan will be amortized over ten years beginning in FY 2007 at an estimated annual debt service of \$ 1,021,093. The annual repayments will be programmed from FTA formula grants (Section 5307).

On June 9, 2004 the LYNX staff entered into another SIB Loan in the amount of \$7.6 million for critically needed capital investments. The following outlines the SIB loan request, which provided the required local match for the LYNX Operations Center and other projects, as follows:

Transit Vehicles	\$ 1,500,000
New Operations Center	\$ 5,800,000
ITS Enhancements	\$ <u>300,000</u>
 Total Loan Amount	 \$ 7,600,000

The \$7.6 million loan will be amortized over ten years beginning in FY 2008 at an estimated annual debt service of \$ 829,492 at 2% interest. The annual repayments will be programmed in future FTA formula grants (Section 5307).

Based on the federal grant funding cycle and in anticipation of the repayments required for both projects, LYNX has processed grants with FTA beginning FY 2004 to fund the repayments. The following outlines the repayment schedules for the SIB loans:

OPTION 1: Amortize SIB Loans as Scheduled

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	<u>LYNX Central Station</u> (5%)	<u>LYNX Operations Center</u> (2%)
October 2006	\$1,021,093	-
October 2007	\$1,021,093	\$ 829,492
October 2008	\$1,021,093	\$ 829,492
October 2009	\$1,021,093	\$ 829,492
October 2010	\$1,021,093	\$ 829,492
October 2011	\$1,021,093	\$ 829,492
October 2012	\$1,021,093	\$ 829,492
October 2013	\$1,021,093	\$ 829,492
October 2014	\$1,021,093	\$ 829,492
October 2015	\$ 524,902	\$ 829,492
October 2016	<u>-</u>	<u>\$ 829,490</u>
Total Payments	<u>\$9,714,739</u>	<u>\$8,294,918</u>
Principal	\$7,958,991	\$7,600,000
Interest	\$1,755,748	\$ 694,918

OPTION 2: Repay LCS SIB Loan in FY 2007 and Amortize the LOC SIB Loan as Scheduled.

Funding for the full repayment of the LCS SIB Loan will come from available FTA formula funds, namely: re-programmed ELC lease payments, re-allocated project savings from prior year grants and extra formula apportionments that exceeded budgeted estimates. TEA 21 extensions prior to the reauthorization under SAFETEA-LU did not provide guaranteed funding and annual apportionments were estimated based on prior year levels. The formula funds dedicated for the LCS SIB loan repayment will not impact the Committee adopted replacement of 105 buses from FY 2006 through FY 2008.

If LYNX elects to repay the LCS SIB loan earlier than scheduled, there shall be no pre-payment penalty per the SIB Loan Agreement.

The staff is working with Sharon Green and Associates to develop 5 and 10 year financial plans for alternative system scenarios. The repayment schedules above will be included in these plans as well as other possible scenarios. We anticipate preliminary results to be presented to the Audit Committee in January 2006.

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Audit Committee Information Item #.G

To: LYNX Board Of Directors

From: Lisa Darnall
Interim Chief Operating Officer
Kevin Plasterer
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Overtime Report

Date: 10/27/2005

Introduction

Based on Board request, staff has conducted an analysis of employee overtime to determine its impact on the overall annual operating budget. For the purpose of the analysis, the review areas include three functional sections: administration, maintenance and vehicle operators. The result of the analysis shows that 76% of the agency's overtime pay is found in the vehicle operator section, 15% in the maintenance section and 9% in the administrative section.

During this analysis, staff compared LYNX to its peer groups' 2003 National Transit Database annual overtime statistics. For the purpose of this analysis LYNX' peer group included transit systems in Broward, Hillsborough and Miami-Dade counties and systems in Atlanta, GA and Charlotte, NC.

Analysis

2003 National Transit Database Peer Review

The result of the 2003 National Transit Database (NTD) Peer Review found LYNX used 17% less premium time per employee than members of its peer group.

Internal Review

Administration

Based on the FY06 budget, 97% of administrative employees' total pay is straight pay, while 3% is overtime. Supervisors within the Operations Department (Transportation and Maintenance - bargaining unit employees) had a slightly higher overtime pay percentage of 9%. Overall, administrative employee overtime does not represent a significant percentage of pay. In fact, over a five-year period, the average annual overtime pay trend represents a decrease of 9%. It is projected that overtime pay between FY2005 (projected at \$414,989) and FY2006 (budgeted at \$446,292) will increase by 8%. The increase is based on the elimination of positions; responsibilities spread to others, etc.

Vehicle and Facility Maintenance – Bargaining Unit

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Maintenance employees on average receive 89% straight pay, while 11% of the total pay is for overtime. Based upon the projected expenditures in overtime in FY2005 (\$692,937) as compared to FY2006 budgeted overtime pay (\$739,149), LYNX is projecting a 7% increase in overtime pay. The five-year trend shows an annual increase of 18%. This significant variance in overtime pay can be attributed to two identifiable areas. The majority of the overtime for Vehicle Maintenance is a result of vacancies, while the majority of the overtime for Facilities Maintenance is driven by special events.

LYNX has 169 positions budgeted for Vehicle and Facility Maintenance. Currently, there are fifteen positions that are either vacant due to attrition or long-term absences. Of the total fifteen positions, twelve remain vacant due to difficulty in hiring qualified mechanics in the diesel mechanic field. The remaining three positions are open due to two employees on long-term sick leave and one employee on active military duty.

It is interesting to note, more than seven vacancies occurred in August 2005 due to resignations. While the month of August is an anomaly, LYNX has averaged a 13.6% annual attrition rate resulting in a loss of approximately two employees per month. To alleviate this variance in filled positions, LYNX' Human Resources Division has established an aggressive recruitment process and is working with our Maintenance Division to develop an apprenticeship program for aspiring mechanics interested in a career in diesel maintenance.

Operators – Bargaining Unit

Lastly, the Operator section represents the most dollars expended on overtime pay. Operator overtime is projected to compose 17% of total pay in FY06. Comparing FY05 overtime pay (\$3,658,742) to FY06 budgeted overtime pay of \$3,700,000 represents a 1% increase. The five-year trend has resulted in an average annual increase in overtime pay of 5%.

Fiscal Year	2002	2003	2004	2005	2006
Overtime Pay	\$2,993,987	\$3,221,892	\$3,444,931	\$3,658,742	\$3,700,000
% Wages	15%	16%	17%	17%	17%

Currently, there are 528 budgeted full-time Operators and 22 budgeted part-time Operator positions. Of the total Operator positions, 18 are full-time vacancies including one Operator on long-term absence. Five newly hired Operators are currently in training. While new classes begin every 5 to 7 weeks and training classes are continuous year round, a tight job market has made it difficult to keep up with the vacancies. A recent class of ten new Operators was scheduled for the month of September, but only 5 started the class. The next class is scheduled to begin October 16. The attrition rate for Operators is 10% or an average of 4 Operators per month.

Factors contributing to overtime costs for Operators:

Scheduled Overtime

Currently, 1,670 hours are paid weekly and driven by any changes in service levels.

Key Factors for scheduled overtime:

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- Schedulers, with the assistance of Trapeze run cutting software, make every effort to match the various pieces of work together to create work shifts as close to eight hours as possible.
- An Operator's work location is on the bus and must be relieved in one of three locations (LCS, South Street, and Princeton) rather than throughout the service area.

Unscheduled Overtime

Anytime an Operator is out of work for any reason, another Operator must cover the work. Work that needs to be covered includes, but is not limited to, vacation, sick, personal days, training, FMLA, other absences, and vacancies. Currently, an average of 1,315 hours are paid weekly and driven by a number of factors, but primarily by vacancies.

Work (a.k.a. runs) is selected by Operators approximately three times a year during a selection process called a "bid." Once all the runs are selected, all remaining Operators are assigned to what is called the "Extra Board." The Operators who work the Extra Board cover all of the work mentioned above. When there is more work to cover than available Operators on the Extra Board, Operators who are on their off day or an extended work day cover the work.

The current goal is to maintain an Extra Board of 17% or a total of 74 Operators. Based on the July 24th bid, there were 59 operators available for the Extra Board. The difference of 16 Operators is primarily due to vacancies.

While it is virtually impossible to be 100% staffed at all times, if over staffed, operators could be paid to sit, while waiting for work. If an Operator is called into work and then not needed, he/she can be relieved after a minimum of 3 hours pay per the labor contract.

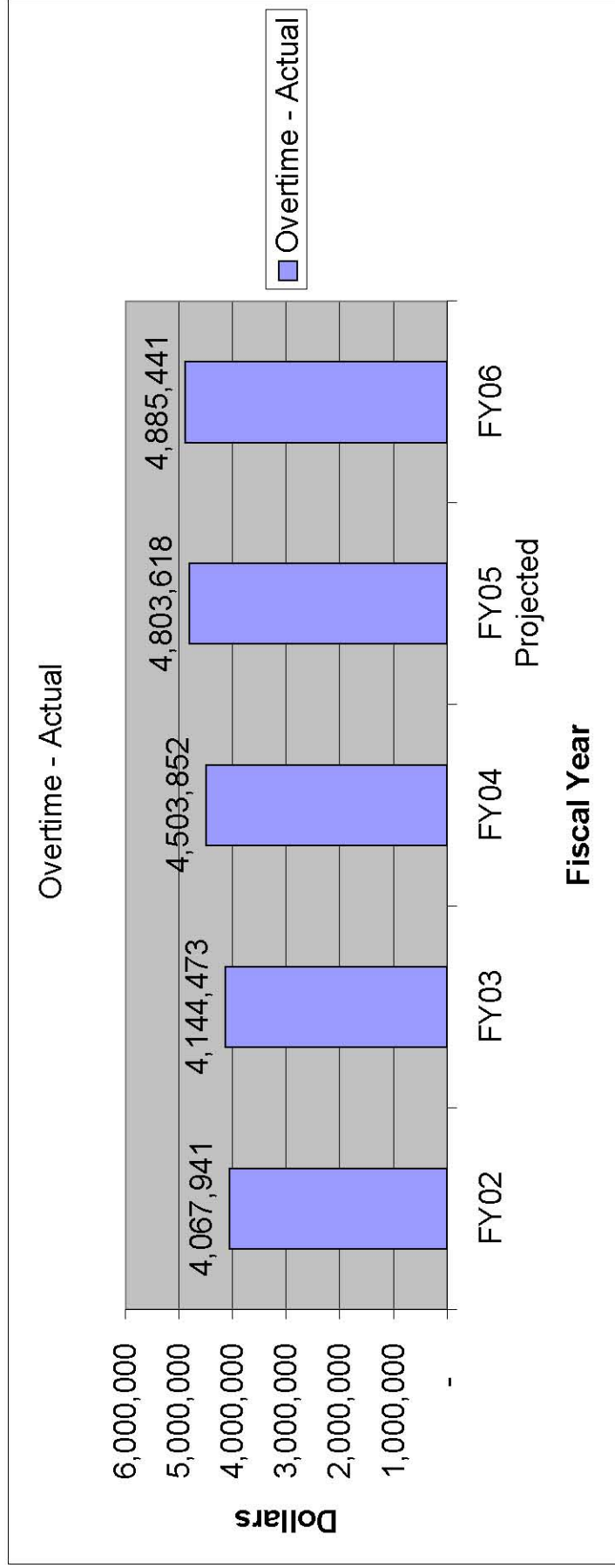
Conclusion

While we must assume a certain level of overtime, the challenge is to hire additional Operators to minimize it. Although the scheduled hours of overtime have remained fairly stable over the last three years, there was an increase of one peak bus (100 hours) with the opening of the LCS in November 2004, to accommodate the orientation of service ½ mile north. There were no Operator positions added to offset this increase. Additionally, in December 2005, approximately 329 hours of service per week will be added without any increase in Operator positions. These two factors alone require an additional 6 Operators. However, with the potential outsourcing of LYMMO (16 Operators), we could have the Operators needed to fill the vacancies. This is an area we need to watch closely. Furthermore, the current labor contract expires September 30, 2006. There will be opportunities to negotiate portions of the contract that could help minimize some of the overtime expenses.

The challenge of managing overtime is an on-going process in any industry, but has proven to be a significant issue in the transit industry and in areas like Central Florida where we have low unemployment and competition with other service industries.

LYNX
FY06 Budget Development
Overtime Analysis
10/18/2005 16:57

	FY02		FY03		FY04		FY05 Projected		FY06		Average Annual Increase	
Overtime - Actual	Dollars	Increase %	Dollars	Increase %	Dollars	Increase %	Dollars	Increase %	Dollars	Increase %	%	
Operators	2,993,987	3,221,892	227,905	8%	3,444,931	223,039	7%	213,811	3,700,000	41,258	1%	5%
Supervisory Training	27,798	32,635	4,837	17%	27,934	(4,701)	-14%	3,437	-	(31,371)	-100%	-100%
Line Instructor	11,126	2,574	(8,552)	-77%	9,843	7,269	282%	5,579	-	(5,579)	-100%	-100%
Administration	650,024	467,368	(182,656)	-28%	495,786	28,418	6%	414,989	446,292	31,303	8%	-9%
Venue Maintenance	345,607	381,566	35,959	10%	478,966	97,400	26%	618,243	673,000	54,757	9%	18%
Facility Maintenance	39,399	38,438	(961)	-2%	46,392	7,954	21%	74,694	66,149	(8,545)	-11%	14%
Total Maintenance Combined	385,006	420,004	34,998	9%	525,358	105,354	25%	692,937	739,149	46,212	7%	18%
Total Overtime	4,067,941	4,144,473	76,532	2%	4,503,852	359,379	9%	4,803,618	4,885,441	81,823	2%	5%
Total Straighttime (Based on Hours Worked)	26,291,870	26,568,456	276,586	1%	26,525,206	233,330	1%	27,480,602	29,091,203	1,610,591	6%	5%
Overtime as a % of Straighttime	15%	16%	17%	17%	17%	17%	17%	17%	17%	17%	17%	17%
Average Annual Increase (FY02 - FY04)				5%								
Average Annual Increase (FY02 - FY05)				6%								
Average Annual Increase (FY02 - FY06)				5%								



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Audit Committee Information Item #.H

To: LYNX Board Of Directors

From: Lisa Darnall
Interim Chief Operating Officer
William Hearndon
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: Dialysis Customer Analysis Follow-Up

Date: 10/27/2005

During the LYNX August 2005 Audit Committee meeting, staff was requested to provide additional information specific to dialysis customers. First, the Audit Committee asked for the cost, by jurisdiction, to provide selected services to the dialysis facilities. Those annual costs are outlined in the chart below.

City	COUNTY			Grand Total
	ORANGE	OSCEOLA	SEMINOLE	
ALTAMONTE SPRINGS			\$23,052	\$23,052
APOPKA	\$11,526			11,526
CASSELBERRY			6,586	6,586
EATONVILLE	6,586			6,586
EDGEWOOD	1,647			1,647
KISSIMMEE		\$29,638		29,638
LAKE MARY			3,293	3,293
LONGWOOD			16,466	16,466
MAITLAND	9,879			9,879
OCOOE	23,052			23,052
ORANGE UNINCORPORATED	349,073			349,073
ORLANDO	182,769			182,769
OSCEOLA UNINCORPORATED		64,216		64,216
OVIEDO			9,879	9,879
SANFORD			62,570	62,570
SEMINOLE UNINCORPORATED			46,104	46,104
ST CLOUD		23,052		23,052
WINTER GARDEN	23,052			23,052
WINTER PARK	4,940			4,940
WINTER SPRINGS			4,940	4,940
Grand Total	\$612,524	\$116,906	\$172,890	\$902,320

The data in the chart is based on the additional hours of service required to provide special services as indicated in the information provided by MV Transportation at the August meeting.

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Second, LYNX Chief Executive Officer, Linda Watson recommended educating our customers that it may be in their best interest, reducing travel and wait times, for them to volunteer to transfer to the closest dialysis facility. This and other “helpful tips for a successful ACCESS LYNX trip” will be provided in our next quarterly newsletter planned for December.

Lastly, LYNX Chairman Atlee Mercer suggested contacting AHCA for an opinion on customers traveling to the closest dialysis facility as opposed to the facility where their renal physician has admitting rights. In response, staff has spoken with program administrators from the local Medicaid office who support enforcing the closest facility guidelines and staff continues to seek an opinion from AHCA Headquarters.

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Audit Committee Information Item #.I

To: LYNX Board Of Directors

From: **Lisa Darnall**
Interim Chief Operating Officer
Jennifer Clements
(Technical Contact)
Allan Lemaux
(Technical Contact)

Phone: 407.841.2279 ext: 3036

Item Name: LYNX Central Station (LCS) Update

Date: 10/27/2005

BACKGROUND

In October 2004, the Board authorized design and construction funds for the retail space of the LYNX Central Station (LCS). Two construction packages have been developed concurrently for retail space build-out, of which, one is the construction package to complete the existing structure (the shell package). The shell package consists of installing the necessary plumbing (floor drains, water piping, and restroom); bringing electrical power to the retail space; placing the concrete floor, installing a hood, and other items that have been required by the City of Orlando Permitting Department (City).

The second construction package is the completion of the interior furnishings such as the counter, seating arrangement, and equipment locations.

The second design for these packages has been completed, submitted to the City, and have now been accepted. The original idea was to utilize revised drawings and specifications from the LCS construction documents. When the drawings were submitted, the City rejected the drawings because the construction of the retail space could not be done under the existing permit. The City would only accept an independent package of drawings. Subsequently, the engineers and architects had to generate additional drawings and specifications.

When LCS operations began on November 14, 2004, it became apparent the drivers' restrooms were inadequate to handle the demand of the drivers, especially the male drivers. Additionally, demands on the public restrooms usage have been more heavily utilized than anticipated. Staff was requested to look into how the drivers' restrooms and public restrooms could better service the employees and the public. Staff determined that the men's portion of the drivers' restrooms should be expanded, a new public restroom should be built adjacent to the retail space for men's use and that the existing men's and women's restrooms be converted for use by women. Based

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on this determination, architects and engineers are finalizing a complete set of drawings and specifications for each project.

NEXT STEPS

Staff will request authorization from the Board to begin construction for these projects at the December Board meeting including costs and detailed budget information on the entire LCS project.