

LYNX Oversight Committee Agenda

Meeting Date: 10/27/2022
Meeting Time: 11:00 AM

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

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

1. Call to Order

2. Approval of Committee Minutes



Oversight Committee Minutes 9.22.22

Pg 3

3. Public Comments


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

4. Chief Executive Officer's Report


5. Finance & Audit Committee Report

6. Consent Agenda





A. Invitation for Bid (IFB)

- i.  Authorization to Release an Invitation for Bid (IFB) for LYNX Central Station and Transfer Center Pressure Washing Services Pg 8







B. Award Contracts

- i.  Authorization to Award Contracts for Tort and Liability Legal Services Pg 9


C. Extension of Contracts

- i.  Authorization to Exercise the Second Option Year of Contract #20-C32 with Broussard, Cullen & Eldridge, P.A. for Workers' Compensation Legal Services Pg 11
- ii.  Authorization to Exercise the Second Option Year of Contract #20-C29 with GrayRobinson, P.A. for Labor/Employment Legal Services Pg 12
- iii.  Authorization to Exercise the Second Option Year of Contract #20-C33 with Akerman, LLP for Legal Services - Pension Pg 13
- iv.  Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services -Labor/Employment Pg 14


D. Miscellaneous

- i.  Authorization to Reappoint Albert J. Francis II to Pension Trustee and Administrative Committee Boards Pg 15
-Attachments 
- ii.  Authorization to Increase the Not to Exceed Amount of Contract #21-C49 with Jani-King of Orlando, LLC for Facility Disinfecting Services Pg 18
- iii.  Authorization to Enter into a Master Agreement with Trapeze Group for LYNX's Fixed Route and Paratransit Software Pg 19
- iv.  Authorization to Enter into the FY2023 Bus Service Agreement with Osceola County Pg 21
-Attachments 

7. Action Items

- A.  Authorization to Implement December 11, 2022 Service Changes Pg 37

8. Discussion Items

- A.  Presentation of FY2022 Audit Plan by MSL, PA CPAs & Advisors Pg 41

9. Other Business

10. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

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

DATE: **September 22, 2022**

TIME: **11:00 a.m.**

Members in Attendance:

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

Staff Members in Attendance:

Tiffany Homler-Hawkins, Interim Chief Executive Officer/
Chief Administrative Officer
William Slot, Chief Innovation Officer
Leonard Antmann, Chief Financial Officer
Dana Baker, Chief Operating Officer

1. Call to Order

Chair Janer called the meeting to order at 11:01 a.m.

2. Approval of Minutes

A motion to approve the August 25, 2022 Oversight Committee meeting minutes was made by Jo Santiago and seconded by Tanya Wilder. Motion passed unanimously.

3. Public Comments

William Atwood – Orlando, FL

Mr. Atwood raised concerns with Bus drivers getting lost and buses marked incorrectly.

Ms. Homler Hawkins stated that the issues are being addressed and bus operators are being retrained. Ms. Dana Baker, Chief Operations Officer, stated that LYNX is sixty-eight operators short and that she will ensure that proper protocols are being followed.

Joanne Counelis – Lake Mary, FL

Ms. Counelis would like 24-hour bus and train service every fifteen minutes. She also stated three different areas that she would like to see bus stops located.

4. Chief Executive Officer's Report

Tiffany Homler-Hawkins, Interim Chief Executive Officer, stated that ridership crossed over the 55,000 mark four times since the last meeting. The last time LYNX was at 55,000 trips was in February of 2020.

Ms. Homler-Hawkins stated that there is one change to the agenda concerning the Bus Service Agreements. The City of Kissimmee stated the Kissimmee Circulator would not be in their budget for FY2023, and funding would not continue past September 30, 2022. This was a service development grant route with the Florida Department of Transportation and the City picking up the match. The last eighteen months, they have fully funded the route. LYNX staff has posted notices on the website, social media and at the Kissimmee SuperStop of the change.

The Union contracts are on the agenda. LYNX management has made a commitment to negotiate these contracts in a timely manner. These contracts cover over eighty percent of the employees. This is the third and final year of the contract. She thanked the negotiation team including Dana Baker, Lenny Antmann, Carrie Sarver and Terri Settington. She also thanked Willie Delgado and Scott Penvose the Union Presidents.

5. Finance & Audit Committee Report

Amanda Clavijo, Chair of the Finance & Audit Committee, was recognized. Ms. Clavijo reported that the Finance & Audit Committee met on Thursday, September 16, 2022.

The RFP for a new ERP system has already been published.

MSL completed their fieldwork, and no issues were reported. They will continue to work on the fiscal year end audit.

Ridership continues to show improvements.

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

All Action items were approved to move forward to the Oversight Committee.

6. Committee Consent Agenda Items

Commissioner Janer asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.vi. Ms. Homler-Hawkins stated that she recommends the entire Consent Agenda for approval.

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Security Guard Services

B. Award Contracts

- i. Authorization to Negotiate and Award Contract #23-C15 to Garcia Civil Contractors, LLC for Construction Improvements to the Florida Mall Transfer Center

- ii. Authorization to Negotiate and Award Contract #23-C14 to Kiewit Infrastructure South Co. for the Construction Phase of the LYMMO Orange Line State of Good Repair
 - iii. Authorization to Negotiate and Award Contract #22-C89 to Palmdale Oil Company, Inc. for Fuel Delivery of Ultra low Sulfur Diesel Through the End of FY2023
 - iv. Authorization to Negotiate and Award Contract #22-C90 to Palmdale Oil Company, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2023
 - v. Authorization to Negotiate and Award a Contract to Petrotech Southeast, Inc. for Waste Disposal Services
- C. Extension of Contracts
- i. Authorization to Extend Contract with Akerman, LLP for Legal Services – General Counsel
 - ii. Authorization to Extend Contract and Exercise Optional Tasks with WSP USA, Inc. for Contract #21-C50
- D. Miscellaneous
- i. Authorization to Solicit FY 2023-2024 Project Applications for the Federal Transit Administration (FTA), Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities
 - ii. Authorization to Initiate Public Outreach for Fiscal Year 2023 Proposed Service Changes
 - iii. Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability
 - iv. Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2023
 - v. Authorization to Update Administrative Rule 4, Procurement and Contract Administration, to Provide for Transit Vehicle Manufacturer Compliance with DBE Requirements
 - vi. Authorization to Amend and Restate the Governing Documents for the LYNX Defined Contribution Plan for BU Employee and Trust

Jo Santiago stated that she would abstain from item 6.D.vi.

Renzo Nastasi made a motion to approve Consent Agenda items 6.A.i. through 6.D.v. Second by Tanya Wilder. Motion passed unanimously.

Motion to approve item 6.D.vi. was made by Mary Moskowitz. Second by Renzo Nastasi. Motion passed with Jo Santiago abstaining.

7. Action Items

A. Authorization to Enter into the FY2023 Service Funding Agreements with the Regional Funding Partners

Commissioner Janer recognized Lenny Antmann, Chief Financial Officer. Mr. Antmann stated that the Funding Partner Agreements are put together with information from the Proposed FY2023 budgets and the Budget assumptions, and the utilization of the Regional Funding Model.

Tanya Wilder made a motion to Enter into the FY2023 Service Funding Agreements with the Regional Funding Partners. Seconded by Renzo Nastasi. Motion passed unanimously.

B. Authorization to Enter into the FY2023 Service Funding Agreements with the Municipal Funding Partners

Mr. Antmann stated that these agreements are with the Municipal Funding Partners. These agreements are in line with the Proposed Operating Budget, budget assumptions and the Regional Funding model.

Mary Moskowitz made a motion for Authorization to Enter into the FY2023 Service Funding Agreements with the Municipal Funding Partners. Second by Tanya Wilder. Motion Passed unanimously.

C. Authorization to Enter into the FY2023 Bus Service Agreements

Mr. Antmann stated that these agreements are the Bus Service Agreements which include Reedy Creek, the I-Drive service area and Lake County. The City of Kissimmee agreement was originally intended to end in December, so there is minimal impact. Any impact will be brought forth with a budget amendment.

Renzo Nastasi made a motion for Authorization to Enter into the FY2023 Bus Service Agreements excluding the City of Kissimmee. Second by Tanya Wilder. Motion Passed unanimously.

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

Commissioner Janer recognized Tiffany Homler Hawkins, Interim Chief Executive Officer. Ms. Homler Hawkins stated that the new pay rates would put LYNX in a better position to recruit and retain bus operators.

Jo Santiago will abstain from this item.

Renzo Nastasi made a motion for Ratification of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596. Second by Tanya Wilder. Motion passed with Jo Santiago abstaining.

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

Commissioner Janer recognized Tiffany Homler Hawkins, Interim Chief Executive Officer. Ms. Homler Hawkins stated that this is the Supervisor Union, and the same comments apply.

Renzo Nastasi made a motion for Ratification of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749. Second by Mary Moskowitz. Motion passed unanimously.

8. Other Business

No other business was discussed.

9. Adjourned

Meeting adjourned at 11:19 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the September 22, 2022 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight mmittee Agenda

Consent Agenda Item #6.A. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release an Invitation for Bid (IFB) for LYNX Central Station and Transfer Center Pressure Washing Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for LYNX Central Station and Transfer Centers pressure washing services.

BACKGROUND:

The pressure washing services are required to provide a clean and safe experience for our customers at the LYNX Central Station (LCS) and the ten (10) Transfer Centers (SuperStops). LYNX contracts the pressure washing of the exterior concrete areas, shelters and seating at the aforementioned locations. This service provides hot water pressure cleaning, with safe chemicals and reclaimed water, four (4) times a month at LCS and two (2) times a month at the SuperStops. It is a requirement that the work is performed in a safe, environmentally responsible manner and in accordance with county and city rules, ordinances, and regulations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$71,000 for LYNX Central Station and Transfer Centers pressure washing services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award Contracts for Tort and Liability Legal Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute contracts with Dean Ringers Morgan & Lawton, P.A.; Fisher Rushmer P.A.; and GrayRobinson, P.A. for Tort and Liability Legal Services in a shared not to exceed (NTE) amount of \$2,200,000. The term of each contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

At the March 24, 2022 LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposal (RFP) to procure Legal Services for the Risk Management Department.

A solicitation for Legal Services Tort and General Liability (contract #22-R14) was issued with responses due by 2:00 pm EST on June 1, 2022.

Eight (8) responses from the following firms were received for the Legal Services Tort and General Liability RFP. All eight (8) proposals were considered responsive and were forwarded to the Source Evaluation Committee (SEC) for review.

LYNX Oversight Committee Agenda

The SEC public meeting was held on August 11, 2022, with the following results:

SEC Ordinal Score	Ranking	Firm Name	Score
4	1	Dean, Ringers, Morgan & Lawton, P.A.	276
6	2	Fisher Rushmer, P.A.	275
9	3	GrayRobinson, P.A.	262
10	4	Hilyard, Bogan & Palmer, P.A.	250
16	5	Quintairos, Prieto, Wood & Boyer, P.A.	233
18	6	Weiss Serota Helfman Cole & Bierman, P.L.	225
21	7	Clark Hill PLC	195
22	8	Vernis & Bowling of Central Florida, P.A.	139

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$650,000 for legal representation in tort and liability matters.

LYNX Oversight mmittee Agenda

Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the Second Option Year of Contract #20-C32 with Broussard, Cullen & Eldridge, P.A. for Workers' Compensation Legal Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year with Broussard, Cullen & Eldridge, P.A. for Workers' Compensation Legal Services and to increase the contract not to exceed amount from \$250,000 to \$350,000.

BACKGROUND:

The Board approved the award of Contract #20-C32 with Broussard, Cullen & Eldridge, P.A. (formerly Broussard, Cullen & Blastic, P.A.) for workers' compensation legal services on January 31, 2020. The initial term of that contract was for two (2) years with the option of three (3) one-year terms. On December 9, 2021 the Board approved the exercise of the first option year with a not to exceed (NTE) of \$250,000.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$95,000 for legal services related to Workers' Compensation.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. ii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the Second Option Year of Contract #20-C29 with GrayRobinson, P.A. for Labor/Employment Legal Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #20-C29 with Gray Robinson, P.A. for Labor/Employment legal services.

BACKGROUND:

At the December 5, 2019 Board of Directors' meeting, staff received authorization to enter into a contract with Gray Robinson, P.A. for an initial term of two (2) years with three (3) one (1) year renewal options for Labor/Employment law services. The initial two (2) year term in the amount of \$450,000 expired on February 6, 2022. Staff received authorization on January 22, 2022 to exercise the first option year of this contract and increase the not to exceed to \$750,000. LYNX would like to request authorization to exercise the second option year of this contract to continue utilizing Gray Robinson, P.A.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$1,030,000 for legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. iii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the Second Option Year of Contract #20-C33 with Akerman, LLP for Legal Services - Pension

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #20-C33 with Akerman, LLP for Legal Services – Pension and to increase the not to exceed amount to \$975,000.

BACKGROUND:

On December 5, 2019, staff received authorization to execute Contract #20-C33 with Akerman, LLP for Legal Services – Pension in the amount of \$250,000. The term of the agreement was for two years. Since the initial award of the contract, the Board approved additional monies on April 22, 2021 increasing the not to exceed to \$430,000. This additional work was required of Akerman to address legal matters resulting from the 2020 & 2021 Collective Bargaining Negotiations, as well as providing legal counsel through the solicitation and contract negotiation phase for the Retirement Plan Administration and Recordkeeping Services Plan for the LYNX employees resulting in additional costs. Staff received authorization on October 28, 2021 to exercise the first option year of this contract and increase the not to exceed to \$875,000.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$1,030,000 for legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

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

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract extension with the law firm of Baker Hostetler, LLP for Labor/Employment legal services for a period of one (1) year and increase the not to exceed by \$60,000.

BACKGROUND:

On January 23, 2020, the Board of Directors approved a contract extension with Baker Hostetler, LLP for Labor/Employment legal services to provide counsel for the 2020 labor negotiations that resulted in the current three (3) year collective bargaining agreement with the unions. On October 28, 2021, the Board of Directors approved a one-year contract extension to provide counsel for the re-opener of the union agreements to negotiate wages, healthcare and pension. In order to provide LYNX with continuity of labor and employment counsel, staff is requesting a one-year extension of this contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budget includes \$1,030,000 for legal services. LYNX anticipates this will be sufficient to cover all general legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Reappoint Albert J. Francis II to Pension Trustee and Administrative Committee Boards

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to adopt Resolution No. 22-008 authorizing the reappointment of Albert J. Francis II, to the Administrative Committee and Trustee Board for the 457 Deferred Compensation Plan, Money Purchase Plan, and the Defined Contribution Plan for Bargaining Unit Employees and Board of Trustees for the Amalgamated Transit Union (ATU) Local 1596 Pension Plan (Defined Benefit Plan).

BACKGROUND:

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

FUNCTIONS OF THE ADMINISTRATOR - The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the participants and their beneficiaries in

LYNX Oversight Committee Agenda

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

CFRTA RESOLUTION NO. 22-008

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

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

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

WHEREAS, the Employer wishes to re-appoint Albert J. Francis II to the Board of Trustees of the Plan, effective, January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT: Albert J. Francis II is hereby re-appointed, effective January 1, 2023, to the following positions:

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

APPROVED AND ADOPTED the ____ day of _____, 2022 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Secretary

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. ii

To: LYNX Oversight Committee

From: Elvis Dovalés
Director Of Maintenance
Elvis Dovalés
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Increase the Not to Exceed Amount of Contract #21-C49 with Jani-King of Orlando, LLC for Facility Disinfecting Services

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to increase the Not to Exceed amount for Contract #21-C49 with Jani-King of Orlando, LLC, for contracted facility disinfecting services to the amount of \$247,000.

BACKGROUND:

With LYNX Board Approval on January 27, 2022 under Consent Agenda Item #6.B.i., staff received authorization to award a one (1) year contract #21-C49 to Jani-King of Orlando, LLC, for facility disinfecting services for an not to exceed amount of \$217,154. The expectation was, that disinfecting services would only be used as long as required to mitigate the COVID19 threat. LYNX determined that the services were no longer required and discontinued the services as of September 30, 2022. The contract will remain active until the expiration date of February 4, 2023. The increase in the NTE is required to pay facility disinfecting services through September 30, 2022.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating budget includes \$2,110,000, for the enhanced disinfecting services and related materials.

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Consent Agenda Item #6.D. iii

To: LYNX Oversight Committee

From: **Craig Bayard**
Director Of Information Technology
Maurice Jones
(Technical Contact)

Phone: 407.841.2279 ext: 6008

Item Name: Authorization to Enter into a Master Agreement with Trapeze Group for LYNX's Fixed Route and Paratransit Software

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and enter into a master agreement with Trapeze Group, Inc. for our Fixed Route and Paratransit software. This Master Agreement will have a term of three (3) years with the option to extend for two (2) one (1) year periods. The total not to exceed for the first three (3) years will be \$2,539,955.

BACKGROUND:

LYNX currently has various software products with Trapeze Group, Inc. The software applications allow LYNX to manage its fixed route and paratransit services e.g. Scheduling/routing/dispatch, Eligibility Certification, Vehicle Communications, Run-cutting, Operations Management, Asset Tracking and Maintenance, Real time access. The various software applications facilitate our requirements to report data to FTA as well as allow LYNX to manage an efficient operation.

Our annual costs include annual software maintenance and support, training, and technology upgrades.

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The below table represents the annual cost.

Year	Annual Cost
One (Fiscal Year 2023)	\$ 832,901
Two (Fiscal Year 2024)	\$ 836,790
Three (Fiscal Year 2025)	\$ 870,264
Optional Years	
Four (Fiscal Year 2026)	\$ 905,074
Five (Fiscal Year 2027)	\$ 929,325

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Approved Operating Budgets for Information Technology and Paratransit includes \$827,965 for our Fixed Route and Paratransit software.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2023 Bus Service Agreement with Osceola County

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Osceola County Bus Service Agreement in the amount of \$530,862.04 for a period of one (1) year.

BACKGROUND:

LYNX applied for a service development grant in June of 2021 for funding for service alternatives for a fixed-route bus service between St. Cloud and Lake Nona along Narcoossee Road, and a NeighborLink route in the greater St. Cloud area between Old Canoe Creek Rd. In September, 2021 LYNX was awarded the fixed route portion (Narcoossee Rd) of the application.

The proposed route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona.

The new service is paid for in partnership with the Florida Department of Transportation (FDOT) from a Service Development Grant (SDG). The grant provides 50% of the funding for the route from FDOT, with the remaining cost to be paid by Osceola County over a two-year period. FDOT will provide a total of \$1,047,625 towards the cost of the route from December, 2022

LYNX Oversight Committee Agenda

through December, 2024. The attached agreement is for the portion to be paid by Osceola County for the period of December 11, 2022 through September 30, 2023.

A copy of the proposed bus service agreement that will be entered into between LYNX and Osceola County for Fiscal Year 2023 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially averse to LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

With the execution of the agreement, LYNX staff will incorporate the revenue and expenses associated with the new route in the FY2023 Budget Amendment.

**BUS SERVICE AGREEMENT
23-C26**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

Osceola County, Florida

relating to the providing of bus service in Osceola County, Florida

December 11, 2022

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 11th day of December 2022, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is, 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741. **OSCEOLA COUNTY** and Link 612 shall sometimes each be referred to collectively as the “**parties.**”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, **OSCEOLA COUNTY** has expressed a need for additional or new public transportation service in and to certain portions of **OSCEOLA COUNTY**, identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed for LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement

Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service

Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service

Shall mean the actual cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2023, will be based on an estimated hourly rate of \$93.82 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

County

Shall have the meaning set forth in the preamble to this Agreement.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by the **OSCEOLA COUNTY** at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Description & Schedule of Bus Route(s) Shall mean the area indicated in **Exhibit “A”** attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
 - b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
 - c. The changing transportation needs of OSCEOLA COUNTY to the extent LYNX can accommodate such needs.
 - d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof December 11, 2022 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2023 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, OSCEOLA COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to OSCEOLA COUNTY Board County Commissioners. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by OSCEOLA COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and OSCEOLA COUNTY Board County Commissioners written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit OSCEOLA COUNTY or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with OSCEOLA COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with OSCEOLA COUNTY, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of OSCEOLA COUNTY paying to LYNX the Monthly Cost of Bus Service (Exhibit C). In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to OSCEOLA COUNTY at the following address:

OSCEOLA COUNTY

c/o Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, FL34741

b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of OSCEOLA COUNTY under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** OSCEOLA COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by OSCEOLA COUNTY under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and OSCEOLA COUNTY under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Tiffany Homler Hawkins, Interim Chief Executive Officer &
Chief Administrative Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel
455 North Garland Avenue
Orlando, Florida 32801-1518

OSCEOLA COUNTY: Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: Transportation Planning
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or OSCEOLA COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by OSCEOLA COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with OSCEOLA COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, OSCEOLA COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it, is based upon the amount Lynx receives from OSCEOLA COUNTY. Thus, for example, if OSCEOLA COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of OSCEOLA COUNTY City Manager.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and OSCEOLA COUNTY Board County Commissioners.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

DRAFT

Attest:

OSCEOLA COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair / Vice Chair

(Print Name and Title of Person Signing)

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: Tiffany Homler Hawkins
Title: Interim Chief Executive Officer &
Chief Administrative Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

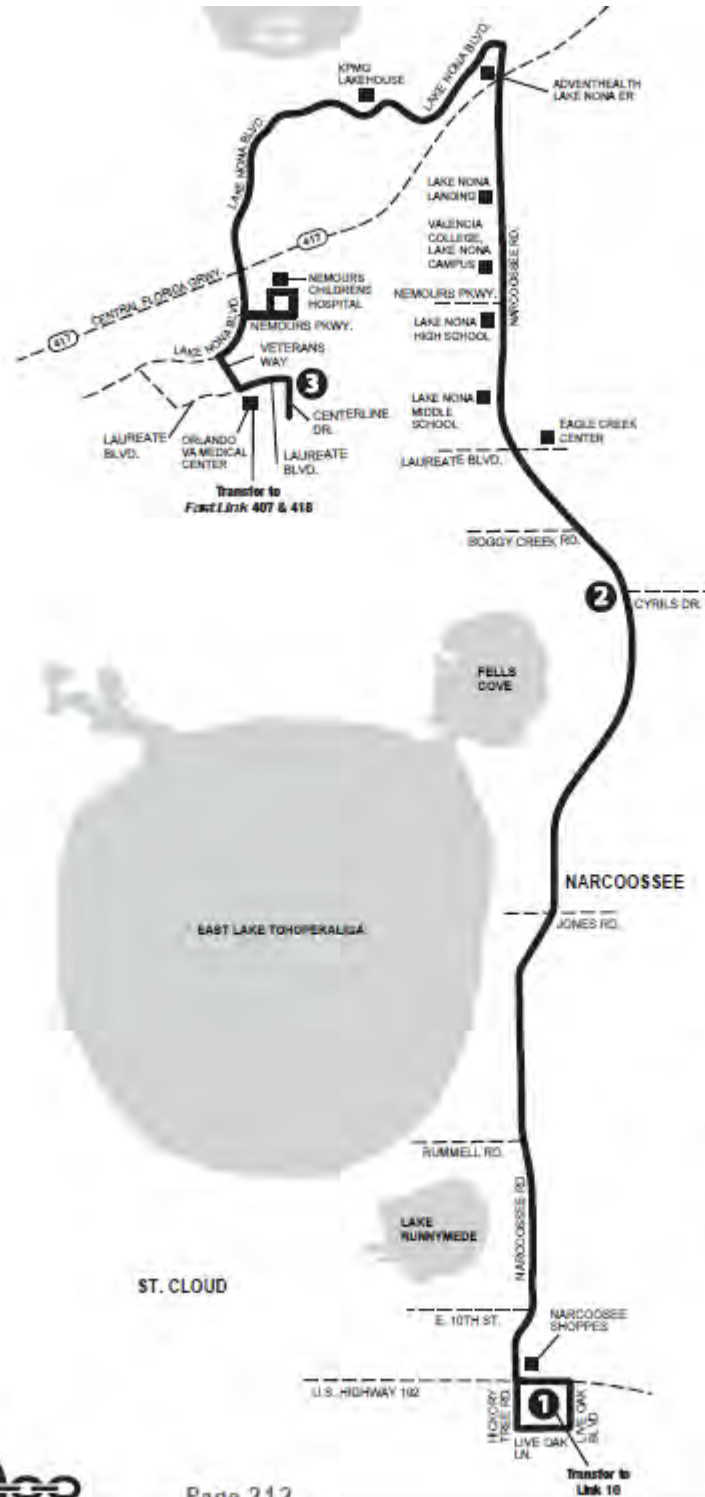
EXHIBIT “A”

Description and Schedule of Bus Route(s)

The name for the route is Link 612 Narcoossee Road. The proposed route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona.

EXHIBIT "B"

Schedule of Bus Service



Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.



Link 612

Monday - Friday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
1	2	3	3	2	1
6:06	6:20	6:48	6:06	6:33	6:48
6:06	6:21	6:60	6:00	6:29	6:46
7:06	7:22	7:61	7:00	7:31	7:47
8:06	8:22	8:61	8:00	8:31	8:47
9:06	9:21	9:49	9:00	9:30	9:47
10:06	10:21	10:49	10:00	10:30	10:47
11:06	11:21	11:49	11:00	11:30	11:47
12:05	12:21	12:49	12:00	12:30	12:47
1:05	1:21	1:49	1:00	1:30	1:47
2:05	2:21	2:49	2:00	2:30	2:47
3:05	3:22	3:52	3:00	3:31	3:48
4:05	4:22	4:52	4:00	4:31	4:48
5:05	5:22	5:52	5:00	5:31	5:48
6:05	6:20	6:47	6:00	6:30	6:46
7:05	7:20	7:47	7:00	7:28	7:43
8:05	8:20	8:47	8:00	8:28	8:43
9:05	9:20	9:47	9:00	9:28	9:43

P.M. Times are shown in bold

Saturday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
1	2	3	3	2	1
6:06	6:16	6:46	6:06	6:36	6:46
6:06	6:16	6:46	6:00	6:30	6:41
7:06	7:16	7:46	7:00	7:30	7:41
8:06	8:16	8:46	8:00	8:30	8:41
9:06	9:16	9:46	9:00	9:30	9:41
10:06	10:16	10:46	10:00	10:30	10:41
11:06	11:16	11:46	11:00	11:30	11:41
12:05	12:15	12:46	12:00	12:30	12:41
1:05	1:15	1:46	1:00	1:30	1:41
2:05	2:15	2:46	2:00	2:30	2:41
3:05	3:15	3:46	3:00	3:30	3:41
4:05	4:15	4:46	4:00	4:30	4:41
5:05	5:15	5:46	5:00	5:30	5:41
6:05	6:15	6:46	6:00	6:30	6:41
7:05	7:15	7:46	7:00	7:30	7:41
8:05	8:15	8:46	8:00	8:30	8:41
9:05	9:15	9:46	9:00	9:30	9:41

Sunday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
1	2	3	3	2	1
6:06	6:16	6:46	6:06	6:36	6:46
7:06	7:16	7:46	6:00	6:30	6:41
8:06	8:16	8:46	7:00	7:30	7:41
9:06	9:16	9:46	8:00	8:30	8:41
10:06	10:16	10:46	9:00	9:30	9:41
11:06	11:16	11:46	10:00	10:30	10:41
12:05	12:15	12:46	11:00	11:30	11:41
1:05	1:15	1:46	12:00	12:30	12:41
2:05	2:15	2:46	1:00	1:30	1:41
3:05	3:15	3:46	2:00	2:30	2:41
4:05	4:15	4:46	3:00	3:30	3:41
5:05	5:15	5:46	4:00	4:30	4:41
6:05	6:15	6:46	5:00	5:30	5:41
7:05	7:15	7:46	6:00	6:30	6:41
8:05	8:15	8:46	7:00	7:30	7:41
9:05	9:15	9:46	8:00	8:30	8:41
			9:00	9:30	9:41

P.M. Times are shown in bold

Osceola County Link 612

Exhibit C

Description of Appropriated Amount December 11,2022 through September 30, 2023

Month	Total Hours	Total Service Cost	FDOT SHARE	Osceola County Share
Dec-22	709.41	\$ 66,560.11	\$ 28,641.39	\$ 37,918.72
Jan-23	1,046.90	\$ 98,224.97	\$ 42,267.06	\$ 55,957.92
Feb-23	945.88	\$ 88,746.81	\$ 38,188.52	\$ 50,558.29
Mar-23	1,048.48	\$ 98,373.22	\$ 42,330.85	\$ 56,042.37
Apr-23	1,011.35	\$ 94,889.51	\$ 40,831.78	\$ 54,057.73
May-23	1,048.48	\$ 98,373.22	\$ 42,330.85	\$ 56,042.37
Jun-23	1,014.28	\$ 95,164.42	\$ 40,950.07	\$ 54,214.34
Jul-23	1,045.55	\$ 98,098.31	\$ 42,212.55	\$ 55,885.76
Aug-23	1,048.48	\$ 98,373.22	\$ 42,330.85	\$ 56,042.37
Sep-23	<u>1,012.93</u>	<u>\$ 95,037.75</u>	<u>\$ 40,895.57</u>	<u>\$ 54,142.18</u>
TOTALS FOR FY-23	<u>9,931.74</u>	<u>\$ 931,841.53</u>	<u>\$ 400,979.49</u>	<u>\$ 530,862.04</u>

LYNX Oversight Committee Agenda

Action Agenda Item #7.A.

To: LYNX Oversight Committee

From: **James Boyle**
Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Implement December 11, 2022 Service Changes

Date: 10/27/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective December 11, 2022.

BACKGROUND:

On September 22, 2022, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect December 11, 2022. Two in-person and one virtual hearing/workshop were held. LYNX customers and the public provided input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, October 18, 2022, 3-5 PM
Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Wednesday, October 19, 2022, 5-7 PM
Location: Virtual

Date/Time: Thursday, October 20, 2022, 4-6 PM
Location: LYNX Central Station, Orlando, FL

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

The public comment period for the proposed service changes ran from September 23, 2022, through October 23, 2022. Public notices for the service change information and the public

LYNX Oversight Committee Agenda

meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.

NEW ROUTE

- **Link 612** – Narcoossee Road (Osceola County) – Service will operate via Narcoossee Road, Lake Nona Boulevard, Nemours Way, Veterans Way, Laureate Boulevard between U.S. 192 and the Lake Nona VA Center. Daily service will operate every 60 minutes from 5:05 a.m. – 9:45 p.m.

SCHEDULE ADJUSTMENTS

- **Link 8** – W. Oak Ridge Road/International Drive (Orange County)
- **Link 15** – Curry Ford Road/Valencia College East (Orange County)
- **Link 20** – Malibu Street/Pine Hills/Washington Shores (Orange County)
- **Link 25** – Mercy Drive/Shader Road (Orange County)
- **Link 26** – Pleasant Hill Road/Poinciana (Osceola County)
- **Link 28** – E. Colonial Drive/Azalea Park (Orange County)
- **Link 29** – E. Colonial Drive/Goldenrod Road (Orange County)
- **Link 38** – Universal Orlando/I-Drive Express (Orange County)
- **Link 42** – International Drive/Orlando International Airport (Orange County)
- **Link 54** – Old Winter Garden Road (Orange County)
- **Link 60** – LYMMO Orange Line (Orange County) – Weekday frequency
10:30 a.m.-2:30 p.m. will change to 8 minutes. Weekday service will end at 10:30 p.m.
Weekend service will begin at 8 a.m. Saturday service will end at 10 p.m.
- **Link 62** – LYMMO Grapefruit Line (Orange County) – Weekday frequency
8 a.m.-5:30 p.m. will change to 8 minutes. Weekday service will end at 10:30 p.m.
Weekend service will begin at 8 a.m. Saturday service will end at 10 p.m.
- **Link 104** – East Colonial Drive (Orange County)
- **Link 105** – West Colonial Drive (Orange County)
- **Link 107** – U.S. 441 (Orange Blossom Trail)/Florida Mall (Orange County)
- **Link 108** – U.S. 441 (Orange Blossom Trail)/Kissimmee (Orange County/Osceola County)
- **Link 306** – Disney Direct/Poinciana (Osceola County/Orange County)

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- **Link 350** – Destination Parkway/SeaWorld/Disney Express (Orange County)
- **FastLink 418** – Meadow Woods/Lake Nona/Florida Mall (Orange County)
- **Link 426** – Poinciana Circulator (Osceola County)
- **Link 434** – SR 434 (Orange County/Seminole County)
- **Link 436S** – SR 436/Fern Park/OIA (Orange County/Seminole County)

ADDITIONAL TRIPS and/or SCHEDULE ADJUSTMENTS

- **Link 11** – S. Orange Avenue/Orlando International Airport (Orange County) – Adding Sunday 9:45 p.m. trip from LYNX Central Station and 10:30 p.m. trip from OIA.
- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County) – Adding Sunday 9:45 and 10:45 p.m. trips from Sand Lake Commons to downtown. Minor schedule adjustments.
- **Link 37** – Pine Hills/Florida Mall (Orange County) – Adding weekend 4:45 a.m. trip from Hiawassee Road/Silver Star Road. Minor schedule adjustments.
- **Link 125** – Silver Star Road (Orange County) – Adding Sunday 8:50 p.m. trip from West Oaks Mall and 9:50 p.m. trip from LYNX Central Station. Sunday trips will leave West Oaks Mall at :00. Minor schedule adjustments.

ROUTE and/or SCHEDULE ADJUSTMENTS

- **Link 1** – Winter Park/Maitland/Altamonte Springs (Orange County/Seminole County) – Northbound routing will use Westmonte Drive to SR 436. Minor schedule adjustments.
- **Link 10** – East U.S. 192/St. Cloud (Osceola County). – Will no longer operate on Budinger Avenue, 10th Street, Old Hickory Tree Road and 17th Street. New routing will use U.S. 192 through St. Cloud. Extending route to U.S. 192 and Narcoossee Road. Schedule adjustments.
- **Link 40** – Americana Boulevard/Conroy Road (Orange County) – Extending route to Universal Orlando Employment Center on Sunday. Adding Sunday 7:45 p.m. trip from LYNX Central Station and 9 p.m. trip from Universal Orlando Employment Center. Schedule adjustments.
- **Link 45** – Lake Mary (Seminole County) – Weekday route will now serve Seminole State College via College Drive. Schedule adjustments.

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- **Link 55** – West U.S. 192/Four Corners (Osceola County/Lake County) – Weekday service will operate to U.S. 192/Legacy Boulevard. Service to Four Corners will be provided by LakeXpress. Schedule adjustments.
- **Link 61** – LYMMO Lime Line (Orange County) – Extending service via Division Street, Anderson Street, Delaney Street, Gore Street, Orange Avenue, South Street and Garland Avenue. Changing frequency to 15 minutes during weekday peak and 20 minutes off-peak/weekends. Daily service will end at 9 p.m. Weekend service will begin at 8 a.m.
- **Link 111** – SeaWorld/Orlando International Airport (Orange County) – Discontinuing service on Tradeshow Road and Universal Boulevard. Route will use Destination Parkway. Schedule adjustments.
- **NeighborLink 622** – Oviedo (Seminole County) – Extending zone south to SR 426 and Chapman Road. Changing fixed-route service between Oviedo Mall and Oviedo Medical Center to reservation-based. Minor schedule adjustments. Renumbering as NeighborLink 822.
- **NeighborLink 651** – Goldsboro (Seminole County) – Extending zone north to Seminole Boulevard and east to Pine Avenue/downtown Sanford. Airport Boulevard service will change from fixed-route to reservation-based. Minor schedule adjustments. Renumbering as NeighborLink 851.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE Participation goal is not applicable for this activity.

FISCAL IMPACT:

The base service changes are budget neutral. There is an additional bus service agreement being executed with Osceola County for the New Link 612. LYNX Staff will include the revenue and associated expenses in the FY2023 Operating Budget Amendment.

LYNX Oversight Committee Agenda

Discussion Item #8.A.

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Presentation of FY2022 Audit Plan by MSL, PA CPAs & Advisors

Date: 10/27/2022

Presentation of the FY2022 Audit Plan by a representative from MSL, PA CPAs & Advisors.