

LYNX Finance & Audit Committee Agenda

Meeting Date: 10/21/2021
Meeting Time: 2:00 PM

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



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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 Financial Officer Report

5. Discussion Items


- A.  Presentation of FY2021 Audit Plan by MSL, PA CPAs & Advisors Pg 7
- B.  Update on Paratransit Services Pg 8

6. Action Items


- A.  Authorization to Approve Second Amendment to Contract #18-C03 for Mobility Management and Broker Services Pg 9


7. Consent Agenda


A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for the Purchase, Installation, and Maintenance of Access Control Badge Readers for LYNX Facilities Pg 11


B. Extension of Contracts


- i.  Authorization to Exercise the First Option Year of Contract #19-C48 with GC&E Systems Group, LLC for Digital Camera Purchase, Installation, and Related Services Pg 13


- ii.  Authorization to Exercise the First Option Year with Akerman, LLP for Legal Services- Pension Pg 14


- iii.  Authorization to Exercise the Second Option Year of Contract #18-C48 with TJ's Quality Construction Clean-Up, LLC for Pressure Washing Services at LYNX Central Station & Other Facilities Pg 15

C. Miscellaneous

- i.  Authorization to Amend Contract #19-C54 with CareSpot of Orlando/HSI Urgent Care, LLC for Occupational Health Services Pg 17

- ii.  Authorization to Execute MetroPlan Orlando's FY2021-2022 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 18

-Attachments 

- iii.  Authorization to Solicit FY2022-2023 Project Applications for the Federal Transit Administration (FTA), CRRSAA & ARP Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities Pg 37

8. Other Business

9. 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
Finance and Audit Committee Meeting Minutes

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

DATE: **September 16, 2021**

TIME: **2:00 p.m.**

Members in Attendance:
Amanda Clavijo, Osceola County
Kurt Petersen, Orange County
Tim Jecks, Seminole County
Michelle McCrimmon, City of Orlando
Jo Santiago, FDOT, 5th District
James Goldsmith, LYNX Attorney

Staff in Attendance:
Leonard Antmann, Chief Financial Officer
Michelle Daley, Manager of Financial Planning & Budget

1. Call to Order

Chair Clavijo called the meeting to order at 2:00 p.m.

2. Approval of Minutes

Chair Clavijo requested a motion for approval of the August 19, 2021 Finance & Audit Committee meeting minutes. Motion to approve the August 19, 2021 minutes was made by Michelle McCrimmon, second by Kurt Petersen. The minutes were unanimously approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer’s Report

Chair Clavijo recognized Lenny Antmann, Chief Financial Officer.

Mr. Antmann provided several updates:

- The bus sanitizing system installations are 96% complete on the fixed route fleet. Paratransit fleet installations will begin the week of September 20.

- MSL conducted the interim audit the week of August 30th; completed with no issues. MSL will be back in December for the single audit and to begin the year-end audit.
- Several Board Agenda items were added after the Finance & Audit Committee Agenda was published. The added items are:
 - Consent Agenda
 - Authorization to Negotiate and Award Contract #21-B06 to Jobbers Equipment Warehouse, Inc. for Rotary MOD30 Bus Lift Cylinder Replacement at the LYNX Operations Center (LOC) Maintenance Facility
 - Authorization to Exercise the First Option Year of the Bulk Motor Oil and Fluids Contracts
 - Authorization to Amend and Restate the LYNX Defined Contribution Plan for BU Employees Governing Documents
 - Authorization to Amend and Restate the LYNX Deferred Compensation Plan and Trust Governing Documents
 - Authorization to Amend and Restate the LYNX Money Purchase Plan and Trust Governing Documents

Additionally, there are several items that do not show on the Finance & Audit Committee Agenda, but will be on the Board Agenda.

- Action Agenda
 - Approval of the FY2022 Proposed Operating and Capital Budgets
 - Approval of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596
 - Approval of the Amended and Restated Labor Agreement with Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749

Mr. Antmann concluded his report.

5. Consent Agenda

Chair Clavijo asked if there was a motion to approve the Consent Agenda or if there were any items that need to be pulled. Jo Santiago requested a separate action for item 5.C.vii.

- A. Request for Proposal (RFP)
 - i. Authorization to Release a Request for Proposal (RFP) for General Planning Consulting Services
- B. Award Contracts
 - i. Authorization to Negotiate and Award a Contract to Mansfield Oil Company for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2022
 - ii. Authorization to Negotiate and Award a Contract to Colonial Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through the End of FY2022
 - iii. Authorization to Negotiate and Award Contract #22-C07 to Aero Groundtek, LLC for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters
 - iv. Authorization to Negotiate and Award Contract #22-C08 to Faith Works Total Ground Maintenance for Bus Stop Pressure Washing & Steam Cleaning

- v. Authorization to Award Contract #21-C45 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities
- vi. Authorization to Award Contract #21-C46 to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for Shelters, Transfer Centers and LYMMO
- vii. Authorization to Award Contract #21-C48 to WSP USA, Inc. for Construction Engineering and Inspections Services (CEI) for the Pine Hills Bus Transfer Station

C. Miscellaneous

- i. Authorization to Auction Surplus Capital Items
- ii. Authorization to Dispose of Items Accumulated Through the Lost and Found Process
- iii. Authorization to Enter into a Cooperative Purchase Contract with Proterra, Inc. for Procurement of Six (6) Proterra 35' Battery Electric Buses and Related Items from Proterra, Inc. for a Not to Exceed Amount of \$5,300,000
- iv. Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability
- v. Authorization to Initiate Public Outreach for Fiscal Year 2022 Proposed Service Changes
- vi. Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2022
- vii. Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program and for Rural Areas 5311 Program under the 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA) in the total amount of approximately \$7,835,000

Jo Santiago made a motion to approve Consent Agenda items 5.A.i. through 5.C.vi., second by Tim Jecks. Motion passed unanimously.

Motion to approve Consent Agenda item 5.C.vii. was made by Michelle McCrimmon, second by Kurt Petersen. Motion passed with Jo Santiago abstaining.

6. Action Agenda

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

Motion to recommend Authorization to Enter into the FY2022 Service Funding Agreements with the Regional Funding Partners was made by Tim Jecks, second by Kurt Petersen. Motion passed unanimously.

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

Motion to recommend Authorization to Enter into the FY2022 Service Funding Agreements with the Municipal Funding Partners was made by Kurt Petersen, second by Michelle McCrimmon. Motion passed unanimously.

C. Authorization to Enter into the FY2022 Bus Service Agreements

Motion to recommend Authorization to Enter into the FY2022 Bus Service Agreement was made by Tim Jecks, second by Kurt Petersen. Motion passed unanimously.

7. Other Business

Next meeting: Thursday October 21, 2021

8. Adjourned

The meeting adjourned at 2:07 p.m.

LYNX Finance & Audit Committee Agenda

Discussion Item #5.A.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

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

Date: 10/21/2021

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

LYNX Finance & Audit Committee Agenda

Discussion Item #5.B.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Update on Paratransit Services

Date: 10/21/2021

LYNX staff will provide an overview on Paratransit Services.

LYNX Finance & Audit Committee Agenda

Action Agenda Item #6.A.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6169

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

Date: 10/21/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Second Amendment agreement to contract #18-C03. This Second Amendment pertains to the requirement agreed upon in the First Amendment that required a negotiation of new contract rates during the FY22/23 period of contract performance.

The Second Amendment sets forth a change in monthly contract rates effective in conjunction with the execution of the MV Operator Collective Bargaining Agreement until the end of November 2022. Net monthly rate change equates to \$163,110. This expedited rate increase was negotiated to facilitate immediate wage increases for MV Transportation operators for Mobility services.

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

The comparison of the rate change is summarized below:

Current Contract Rates:

	16 th of the Month	1 st day of following Month
4/1/2021 – 3/31/2021	\$869,894.64	\$869,894.64
4/1/2022 – 11/30/2021	TBD	TBD

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Proposed Contract Rates:

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

BACKGROUND:

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

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Consent Agenda Item #7.A. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6154

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

Date: 10/21/2021

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #7.B. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6154

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

Date: 10/21/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #19-C48 with GC&E Systems Group, LLC for Digital Camera Purchase, Installation, and Related Services. This action does not require an increase to the \$1,100,000 not to exceed associated with the contract.

BACKGROUND:

In accordance with LYNX's Board approval, RFP #18-R23 was issued on October 5, 2018. Digital Camera Purchase, Installation, and Related Services are currently provided by GC&E Systems Group LLC under LYNX contract #19-C48. The RFP allowed for the purchase of additional services and equipment during the Contract term. LYNX is requesting additional services to be performed during FY2022 by GC&E Systems Group, LLC to enhance security measures for the purchase and install for security cameras at selected transfer centers, SuperStops and facilities.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

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Consent Agenda Item #7.B. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

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

Date: 10/21/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract #20-C33 with Akerman, LLP for Legal Services – Pension and to increase the not to exceed amount to \$630,000.

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 \$450,000. 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.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

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Consent Agenda Item #7.B. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

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

Date: 10/21/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of contract #18-C48 with TJ's Quality Construction Clean-Up, LLC for Pressure Washing Services at LYNX Central Station & Other Facilities. This action does not require an increase to the \$332,000 not to exceed associated with the contract.

BACKGROUND:

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

In effort to provide a clean and safe experience for our customers we pressure wash the exterior concrete areas at our locations. This service provides hot water pressure cleaning, with safe chemicals and reclaimed water at the LYNX Central Station (LCS) and other LYNX facilities. The work is performed in a safe, environmentally responsible manner and in accordance with county and city rules, ordinances, and regulations.

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #7.C. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

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

Date: 10/21/2021

ACTION REQUESTED:

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

BACKGROUND:

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

Occupational health services include new hire drug testing, post offer employment physicals, employee annual physicals, on the job occupational illnesses and injuries, as well as fit for duty exams. The contract for these services enables us to meet the mandated requirements of the drug and alcohol testing rules issued by U.S. Department of Transportation as prescribed by Omnibus Transportation Employees Testing Act of 1991, as amended as well as FTA regulations.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #7.C. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6064

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

Date: 10/21/2021

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

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

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

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

WITNESSETH:

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

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

A. Audit and Inspection

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

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

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

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

B. Supplemental Agreements

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

C. Restrictions, Prohibitions, Controls, and Labor Provisions

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

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

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

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

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

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

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

D. Interest of Members of Congress.

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

E. Interest of CONTRACTOR.

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

F. Prohibited Interests.

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

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

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

G. Assignability.

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

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

8. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

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

B. Prompt Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MetroPlan Orlando

Central Florida Regional
Transportation Authority

By: _____
Gary Huttman, Executive Director

By: _____
James E. Harrison, Chief Executive Officer

Date: _____

Date: _____

Insert Exhibit A – Project Scope & Budget

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

FTA and TD-Funded Tasks

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

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

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

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

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

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

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

Exhibit B
Form Letter

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

Dear Subcontractor:

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

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

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

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

Sincerely,

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

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

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$70,000

COMPLIANCE REQUIREMENTS:

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

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

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

Matching: There is no matching requirement under this grant.

EXHIBIT D

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

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

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

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

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

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

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

Task 350 – LYNX Planning Activities

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

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

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

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

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

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

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #7.C. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6064

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

Date: 10/21/2021

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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