

LYNX Finance & Audit Committee Agenda

Meeting Date: 5/18/2023
Meeting Time: 1:30 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. Consent Agenda






A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal for Construction Engineering and Inspection for HVAC Systems Replacement & Enhancement at LYNX Central Station and LYNX Operations Center Pg 9


B. Extension of Contracts

- i.  Authorization to Exercise First Option Year of Contract #20-C49 with Urban Transportation Associates, Inc., for Maintenance and Support of the Automatic Passenger Counter Backend Reporting System Pg 11
- ii.  Authorization to Exercise First Option Year of Contract #20-C80 with MSL, PA, for Audit Services Pg 13

C. Miscellaneous

- i.  Authorization to Submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged and Adoption of Resolution #23-005 Pg 15
-Attachments 
- ii.  Authorization to Execute MetroPlan Orlando's FY2023-2024 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 19
-Attachments 
- iii.  Authorization to Transfer Two (2) Paratransit Turtle Top Vehicles to Health By Design USA, Inc. Pg 39

6. Discussion Items

- A.  Review of the FY2023 2nd Quarter Operating Results Pg 41

7. Action Items

- A.  Approval of the FY2024 Preliminary Capital Budget Pg 42

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: April 20, 2023

TIME: 1:30 p.m.

Members in Attendance:

Amanda Clavijo, Osceola County
Jamie Ledgerwood, FDOT, 5th District
Kurt Petersen, Orange County
Michelle McCrimmon, City of Orlando
Tim Jecks, Seminole County
James Goldsmith, LYNX Attorney

Staff in Attendance:

Leonard Antmann, Chief Financial Officer
Michelle Daley, Director of Finance

1. Call to Order

Chair Clavijo called the meeting to order at 1:31 p.m.

2. Approval of Minutes

Chair Clavijo requested a motion for approval of the March 9, 2023 Finance & Audit Committee meeting minutes. Motion to approve the March 9, 2023 minutes was made by Kurt Petersen, second by Tim Jecks. The minutes were unanimously approved as presented.

3. Public Comments

Brandon Buckles – Orlando, FL
Mr. Buckles would like improved bus service frequency and reliability.

4. Chief Financial Officer’s Report

Chair Clavijo recognized Lenny Antmann, Chief Financial Officer.
Mr. Antmann provided the following updates:

- NeighborLink transition schedule update: transition of service inhouse will start May 28, all drivers and supervisors have been hired and are currently in training.
- Ridership has been steady: Fixed Route at about 75% of and Paratransit 85% 2019 levels.

- We are pursuing a new ERP system for finance and all associated systems. Our current system, Great Plains ERP, has announced that they will sunset in 2025. This will give us time to transition the new system. The potential new ERP vendors will provide presentations & Q&A in the next two weeks.
- GFOA awarded “Distinguished Budget Presentation” to LYNX for the FY2023 Budget Book.
- This month we will present the FY2024 preliminary Operating Budget as an action item to move forward to Oversight. Next month we will come back with the FY2024 preliminary Capital Budget and second quarter FY2023 financial results.
- Items added to Oversight agenda after we published:
 - Consent Items:
 - Authorization to Negotiate and Award a Contract to JC KC Construction, LLC for Renovation of the Tool Crib at LOC A and the Wellness Center at LOC B
 - Authorization to Auction Accumulated Through the Lost and Found Process
 - Authorization to Auction Surplus Capital Item
 - Action Item:
 - Authorization to Submit a Grant Application to the Florida Department of Transportation (FDOT) for a Public Transit Grant Agreement (PTGA) for FY2024 Commuter Assistance Program in the Amount of \$300,000 and Execution of Resolution #23-003
 - Potential additional item: LB McLeod facility lease extension. The request has been submitted to the landlord. If the response is received in time, we will present to Oversight & Board in April; otherwise it will go in May.
- Mr. Antmann highlighted several items on this month’s agenda:
 - Consent: 6A.ii – LCS Window Replacement, C.i – Pine Hills Transfer Center, C.ii – New security service, E.i – Purchase Vanpool Vehicles, E.v. – FDOT Rural Transportation Program Grant
 - Action: 7A. Authorization to Award & Execute a Contract with Transdev Services, Inc., for LYNX Paratransit

5. Discussion Items

- A. Reserve Analysis

The preliminary Reserve Analysis effective September 30, 2022 was presented in February. The final Reserve Analysis from the audited financial statements did not change from the last presentation. The budget stabilization fund will be \$112.8M after unrestricted reserve requirements of \$39M. The FY2023 budget projects \$31M to balance the budget and \$33M in preliminary FY2024 budget as part of the five-year utilization plan. The Restricted Reserve requirement is just under \$7M.

6. Consent Agenda

- A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Pre-Employment Background Screening & Related Services
 - ii. Authorization to Release a Request for Proposal (RFP) for Architecture and Engineering Services for Window Replacement at LYNX Central Station Building and Passenger Terminal
- B. Invitation for Bid (IFB)
- i. Authorization to Release an Invitation for Bid (IFB) for Construction of a Bus Bay and Associated Amenities at the Saint Cloud Walmart
- C. Award Contracts
- i. Authorization to Negotiate and Award a Contract to McCree General Contractors, Inc. for the Construction of the Pine Hills Bus Transfer Center
 - ii. Authorization to Negotiate and Award a Contract to Universal Protection Service, LLC, dba Allied Universal Security Services
- D. Extension of Contracts
- i. Authorization to Extend and Increase the Not to Exceed Amount of Contract #22-C38 with Susan Black for Organizational Development Consulting Services
 - ii. Authorization to Exercise the First Option Year of Contract #21-C35 with American Facilities Services Inc., for Janitorial Services for LYNX Central Station and the LYNX Operations Center
- E. Miscellaneous
- i. Authorization to Purchase Vanpool Vehicles
 - ii. Authorization to Purchase Seven (7) 2023 Dodge Durango Vehicles as Replacement Vehicles for Transportation Supervisors
 - iii. Authorization to Negotiate and Enter into Agreements Related to the Pine Hills Bus Transfer Center
 - iv. Ratification of the Inclusion of the Orlando Science Center as a Partner for Workforce Development on the FY2022 Low or No Emission Grant Program and the Bus and Bus Facilities Competitive Program
 - v. Authorization to Submit a Grant Application to the Florida Department of Transportation (FDOT) for the Rural Transportation Program, Off-Cycle Section 5311 in the Total Amount of Approximately \$ 1,767,743 and Execution of Resolution #23-002

Chair Clavijo asked if any items needed to be pulled. No changes requested.

Kurt Petersen made a motion to approve Consent Agenda items 6A – E.iv, second by Michele McCrimmon.

Tim Jecks made a motion to approve Consent Agenda items 6.E.v, second by Michele McCrimmon. Motion passed with Jamie Ledgerwood abstaining.

7. Action Items

- A. Authorization to Award & Execute a Contract with Transdev Services, Inc., for LYNX Paratransit Services

Norm Hickling, Director of Mobility Services, provided an overview of the Paratransit Services RFP process. The Paratransit service provider contract with MV ends May 31, 2023. We are preparing the transition to Transdev Services Inc on June 1st for a three-year term NTE \$113M with two one-year renew options. The contract includes facilities lease, fuel delivery and vehicle lease agreements. Fleet transition inspections will be coordinated with the assistance of a former LYNX maintenance manager.

Michele McCrimmon made a motion to approve Authorization to Award & Execute a Contract with Transdev Services, Inc., for LYNX Paratransit Services. Second by Jamie Ledgerwood. Motion passed unanimously.

- B. Approval to Amend the FY2023 Operating Budget

Mr. Antmann presented the Amended Operating Budget providing explanations as follows:

The current approved FY2023 budget is \$177.3M, the proposed Amended FY2023 budget is \$182.6M.

On the revenue side: Contract Services were reduced by \$90K. Paratransit is favorable \$400K associated with additional TD contracts not originally budgeted, offset by \$500K on the Fixed Route side due to the cancellation of the Kissimmee Circulator contract. Advertising Revenue increased by \$209K from the favorable earning in the first quarter. Interest & Other Income is \$3M favorable due to the increased earning for interest. Federal Revenue is favorable due to the additional Federal 5311 rural operating grant. State revenue is favorable \$200K associated with the block grant that was slightly higher than originally anticipated. Local revenue is favorable due to a new Osceola route funded partially by a State service development grant not in the original budget.

On the expense side: the sum total of the reductions of \$156K Other services, \$277K Leases & Miscellaneous and increases of \$377K GASB 87 Lease Expense and \$56K Interest Expense equal \$0. These adjustments are associated with recently implemented GASB 87 pronouncement. Salaries, Wages & Benefits increased \$5.3M associated with the market rate adjustments at the beginning of the fiscal year plus \$700K associated with transition of NeighborLink service inhouse effective May 28, 2023. Purchased transportation services was reduced by \$700K associated with NeighborLink transition.

Jamie Ledgerwood made a motion to Amend the FY2023 Operating Budget. Second by Tim Jecks. Motion passed unanimously.

- C. Approval of the FY2024 Preliminary Operating Budget

Mr. Antmann provided a review of the \$192.4M preliminary FY2024 Operating budget. The budget assumptions are the same as discussed last month. The presentation budget comparisons are against the proposed FY2023 Amended Budget \$182.6M

which is expected to be the budget of record by the end of next week pending Board Approval.

On the revenue side, fares are flat year-over-year.

Interest & Other income decreases \$2.5M.

Federal Revenue decreasing \$1.8M year-over-year due to no new rural operating grants as a result of the new census data and a \$340K reduction in planning assistance.

State revenue decreases \$167K, primarily due to an adjustment in the Road Ranger contract.

Local revenue increasing by \$1.1M associated with annualization of Osceola Route 612, marginal increase in cost of LYMMO contract due to labor increases, and increases to other transit contracts (Disney, I-Drive, SunRail) due to increased funding partner rate.

Funding partner revenue increases 15% to \$92M based on committee funding model recommendation. \$32.9M Stabilization fund utilization to balance the budget.

The total expense increase is \$9.8M with wages & benefits increasing \$8.6M; \$1.4M in labor cost associated with bringing NeighborLink in-house, \$1.3M increase in health insurance costs and \$5.7M increases associated with wage increases and associated benefits.

Other services are increasing by \$645K: \$200K on the paratransit side associated with projected functional assessments, \$450K on fixed route this is a combination of reducing the temporary labor expense projection related to the pandemic by \$650K, and the increase cost of labor related contracts.

Fuel reduced \$420K. We are seeing a softening in the market and have been successful with fuel hedging and added CNG to the fuel hedging program.

Materials and supplies increased \$100K on the fixed route side. However, there are offsetting pieces. We reduced PPE and sanitizing supplies by \$1M offset by increases in the cost of oil related products.

Purchased transportation decreases \$900K overall. \$500K increase in Paratransit and decrease on Fixed Route of \$1.4M due to NeighborLink transitions away from a vendor provided service.

Leases & Miscellaneous expense increase of \$1.4M primarily associated to expenses related to Software-as-a-Service. We are transitioning to Office 365, rolling out new cloud software for NeighborLink and a new ERP system.

Funding Partner Contributions FY2024 Operating contribution is \$92M, a \$12M increase from FY2023: about \$9.8M to Orange and the remaining \$2M split between Osceola and Seminole. Last month the finance committee recommended the funding model with a 15% funding partner increase for FY2024 which will utilize \$34.2K of budget stabilization funds to balance the budget. Based on this recommendation partner contributions would increase annually 15.5% each of the next three years before

coming down to an average 5-6% on a normal on-going basis. The budget stabilization fund will be exhausted in FY2027.

FY2024 Local Capital Contribution is \$3.6M, an increase \$64K over FY2023; the bulk of the increase (\$46K) in Osceola County is due to the addition of new Route 612 service hours.

Mr. Antmann reviewed the budget timeline. In April, the FY2024 preliminary Operating Budget will be presented to Oversight. In May, we plan to present the preliminary capital plan to both Finance and Oversight. In June and July, we present to the counties as requested. We will come back in August with adjustments and latest FY2024 proposed operating and capital budget to Finance and Oversight and a Board work session. In September we will request Board action to adopt the FY2024 budget to go into effect October 1.

Kurt Petersen made a motion for Approval of the FY2024 Preliminary Operating Budget. Second by Jamie Ledgerwood. Motion passed unanimously.

8. Other Business

None

9. Adjourned

The meeting adjourned at 2:22 p.m.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release a Request for Proposal for Construction Engineering and Inspection for HVAC Systems Replacement & Enhancement at LYNX Central Station and LYNX Operations Center

Date: 5/18/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Construction Engineering and Inspection (CEI) Services for the HVAC Systems Replacement & Enhancement at the LYNX Central Station and the LYNX Operations Center.

BACKGROUND:

LYNX operates out of two owned main facilities: the LYNX Central Station (LCS) and the LYNX Operations Center (LOC). The facilities have HVAC systems of different manufacturers and types that have met their useful life. The units are between 16 to 19 years old and have become failure prone and increasingly costly and difficult to maintain. The typical life expectancy on these types of systems averages 15 to 20 years. In the past three years, LYNX has spent approximately \$240,000 repairing or replacing items related to ensure that the equipment has been able to function.

LYNX is seeking to replace the HVAC systems at both locations. The intent is to have the new systems be of the same name brand manufacturer. In addition, the systems will reflect the latest high efficiency and sustainable specifications currently available.

In September 2021, LYNX authorized the Chief Executive Officer or designee to execute Contract #21-C45 to AECOM Technical Services, Inc. for Architecture and Engineering Services. The Consultants Competitive Negotiation Act (CCNA) as provided in Fla. Stat. 287.055 states that any construction project that exceeds the established threshold of \$4 million

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must be procured separately from a continuing services contract. This is the reason that this request cannot be accomplished using the existing contract that is currently in place.

In March 2023, LYNX authorized the Chief Executive Officer or designee to issue a Request for Proposal for the overall Architecture and Engineering Services for this project. Typically, LYNX has used the same firm for both design and CEI under this umbrella of services. In accordance with the general direction provided by the Federal Transit Administration (FTA), typically the local agency is responsible for determining if this methodology creates a conflict.

LYNX may have an opportunity on this project to leverage Florida Department of Transportation (FDOT) funding. In the past, this funding was typically limited to Service Development Grants. Recent projects such as the LYNX Operations Center Expansion and the Pine Hills Bus Transfer Center have seen the ability to leverage FDOT funding different ways than previously done. In consideration of this funding possibility, FDOT procurement rules are more restrictive with respect to separating out CEI from design services to avoid a conflict of interest. FDOT explicitly states that the designer and CEI engineers must not be the same company.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The FY2023 Amended Capital Budget includes \$3,207,000 for Construction Engineering and Inspection (CEI) Services for the HVAC Systems Replacement & Enhancement at the LYNX Central Station and the LYNX Operations Center. This project is 100% Federally funded.

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Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Exercise First Option Year of Contract #20-C49 with Urban Transportation Associates, Inc., for Maintenance and Support of the Automatic Passenger Counter Backend Reporting System

Date: 5/18/2023

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-C49 with Urban Transportation Associates (UTA), Inc., for maintenance and support of the automatic passenger counters (APCs) backend reporting system.

BACKGROUND:

On April 23, 2020 the LYNX Board of Directors approved the award of Contract #20-C49 to Urban Transportation Associates, Inc. for three (3) years with two (2) one (1) year options for a total not to exceed amount of \$1,150,000. Contract #20-C49 expires on May 31, 2023 and option year one (1) will extend the contract from June 1, 2023 to May 31, 2024.

Under the initial contract term, APCs were installed across the entire fixed route bus fleet. Maintenance and support of the hardware and backend reporting system was also part of the initial term and will continue as part of exercising this first option year.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A goal of 11% was assessed for this solicitation. The firm Urban Transportation Associates, Inc. submitted the required documentation to meet the 11% DBE participation goal.

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FISCAL IMPACT:

The FY2023 Amended Operating Budget includes \$35,521 for the provision of the automatic passenger counters (APCs) backend reporting system project.

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Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise First Option Year of Contract #20-C80 with MSL, PA, for Audit Services

Date: 5/18/2023

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-C80 with MSL, PA, for audit services.

BACKGROUND:

At the September 30, 2019 LYNX Board of Directors meeting, staff received authorization to issue a Request for Proposal (RFP) for Audit Services. The RFP was released January 10, 2020 and vendor responses were due February 28, 2020.

The SEC conducted extensive due diligence and scored the participating firm submissions. MSL, PA was selected as the SEC's first choice and the Board of Directors awarded a three (3) year contract with two (2) one (1) year options on September 24, 2020. After performing LYNX's external audits during the three (3) year term, MSL's remaining contractual proposed fee schedule is as follows:

Fiscal Year Ending	Total Maximum Fee
9/30/2023	\$97,000
9/30/2024	\$99,000

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2023 Amended Operating Budget includes \$118,000 for audit services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

From: Norman Hickling
Director Of Mobility Services
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Submit a Trip and Equipment Grant Application to the Florida Commission for the Transportation Disadvantaged and Adoption of Resolution #23-005

Date: 5/18/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Florida Commission for the Transportation Disadvantaged (FLCTD) in the Overall Amount of \$3,782,394 for the Fiscal Year 2023/2024 and adoption of Resolution #23-005.

BACKGROUND:

The Florida State Fiscal Year is July 1 thru June 30 and grantees are required to submit applications prior to the upcoming funding cycle. The Trip and Equipment Grant allocations are formula based derived from TD population, centerline miles within county, and number of previously invoiced trips. This funding is provided to the CTCs to support either operational and/or capital equipment expenditures, which LYNX utilizes to assist in the procurement of transportation services in support of the TD program throughout the tri-county service area.

LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties. The overall funding allocation is \$3,782,394, which includes a 10% local match \$378,239, for the purchase of Transportation Disadvantaged (TD) trips.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

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FISCAL IMPACT:

The Approved Amended FY2023 Operating Budget includes \$978,075 for the last three months of the fiscal year (July-Sept) of the anticipated award. The FY2024 Proposed Operating Budget includes \$3,912,213 for the entire year which is the 90% value of the Trips and Equipment Grant.

CFRTA RESOLUTION NO. # 23-005

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGE (CTD) FOR THE FY2023-2024 TRIP AND EQUIPMENT GRANT PROGRAM, IN THE AMOUNT OF \$3,904,235 DOLLARS.

WHEREAS, the LYNX Board of Directors (BOARD) has the authority and believes it is in the best interest of LYNX to authorize the CEO, or designee, to file and execute this grant application and all supporting documents, agreements and assurances which may be required in connection with the application as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The LYNX BOARD has the authority to authorize the submission of grant applications to the Florida Commission for the Transportation Disadvantage.
2. The BOARD has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by CTD in FY2023-2024.
3. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to submit grant applications to the Florida Commission for the Transportation Disadvantage for fiscal year 2023-2024 in the amount of \$3,782,394 dollars on behalf of LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications, assurances, reimbursement invoices and any other documents in connection with the grant application.
4. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Commission for the Transportation Disadvantage.
5. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to make purchases and/or expend funds pursuant to grant awards made by the Florida Commission for the Transportation Disadvantage authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.
6. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGE (CTD) FOR THE FY2022-2023 TRIP AND EQUIPMENT GRANT PROGRAM, IN THE AMOUNT OF \$3,904,235 DOLLARS.

APPROVED AND ADOPTED this 25th day of May 2023 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

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Consent Agenda Item #5.C. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Execute MetroPlan Orlando's FY2023-2024 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement**

Date: 5/18/2023

ACTION REQUESTED:

Authorization to execute MetroPlan Orlando's FY2023-2024 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 \$430,000.

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 5305 (d)) grant funds and Federal Highway Administration (FHWA) funds are passed through to LYNX to conduct transit planning tasks as set forth in the FY2023/2024 Unified Planning Work Program (UPWP) task 200. This agreement includes the FY 2023/2024 planning funds in the amount \$350,000. Also, The Florida Commission for the Transportation Disadvantaged appropriated planning funds in the amount of \$80,000. LYNX will utilize passed through funds 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 Administration; (2) Regional Planning /Public Participation and; (3) Transportation Planning. Additionally, state planning

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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 2023/2024 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.

Attached to this Consent Agenda Item is a copy of the FY2023/2024 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff will include the award of this program in the appropriate LYNX fiscal year budget upon confirmation of award.

THIS AGREEMENT, beginning on the last signature date set forth below (the "Effective Date"), by and between the Orlando Urban Area Metropolitan Planning Organization, the metropolitan planning organization for the Orlando and Kissimmee Urbanized Areas (d/b/a MetroPlan Orlando, A Transportation Partnership), organized under the laws of the State of Florida, hereinafter referred to as the "ORGANIZATION" and the Central Florida Regional Transportation Authority, d/b/a LYNX, located at 455 N Garland Ave, Orlando, FL 32801, hereinafter referred to as the "CONTRACTOR" or "CONSULTANT", for the term specified herein, upon a mutual agreement of the parties, agree as follows:

WITNESSETH:

I. TERM OF AGREEMENT

The period of this Agreement shall begin on July 1, 2023, and shall terminate on June 30, 2024. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO. Notwithstanding any other provision of this "AGREEMENT", either party may terminate this AGREEMENT for convenience by providing thirty (30) days written notice to the other party.

II. PROJECT ADMINISTRATION

The ORGANIZATION Representatives will be:

- 1) **Administrative Management/Project Manager:**
Alex Trauger
Director of Transportation Planning
MetroPlan Orlando
250 S Orange Ave Ste 200
Orlando, Florida 32801
(407) 481-5672 x313
atrauger@metroplanorlando.org
- 2) **Finance Department:**
Jason S. Loschiavo, Director of Finance & Administration
MetroPlan Orlando
250 S Orange Ave Ste 200
Orlando, Florida 32801
(407) 481-5672 x310
jloschiavo@metroplanorlando.org

Invoices may be submitted via email to Finance@metroplanorlando.org or via MetroPlan Orlando's online invoice portal.

The CONTRACTOR Representatives will be:

- 1) **Project Management**
- 2) **Administrative Management**
- 3) **Billing/Invoicing:**

All deliverable/invoices submitted by the CONTRACTOR must be approved in writing to the ORGANIZATION's Project Director prior to payment by the ORGANIZATION to the CONTRACTOR.

III. **COMPENSATION**

The CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2023/2024 Orlando Urban Area Unified Planning Work Program (UPWP) as outlined in UPWP Task 200, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Four Hundred Thirty-Thousand Dollars and Zero Cents (\$430,000.00). Of this amount, Three Hundred Fifty Thousand Dollars (\$350,000) shall be provided from the Consolidated Planning Grant (CPG) for FY 2023/2024.

Eighty Thousand Dollars (\$80,000) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2023/2024 planning grant.

In addition, MetroPlan Orlando may utilize its General Planning Consultant (GPC) to provide assistance to the CONTRACTOR for mutually agreed upon projects within the budget provided in the UPWP.

All travel must be approved in advance by MetroPlan Orlando and follow the guidelines and reimbursement schedule set in the MetroPlan Orlando travel policies and procedures document. Invoices that include travel must include a State of Florida Voucher for Reimbursement of Travel Expenses form properly completed along with appropriate receipts attached.

IV. **PAYMENT**

All invoices received by the ORGANIZATION are payable within thirty (30) days from receipt, provided they have first been approved by the ORGANIZATION, and the ORGANIZATION's representatives have accepted the Work. Invoicing shall be submitted monthly within 21 days of month end.

Final invoices for the MetroPlan Orlando Fiscal Year (June 30, 2024) must be received and approved by MetroPlan Orlando on or before July 31, 2024. Work completed and/or costs incurred by the CONTRACTOR, or its consultants/subconsultants/contractors, must be invoiced to MetroPlan Orlando for the Fiscal Year in which the work occurred. Failure to invoice in a timely manner may result in refusal of payment as funds may no longer be available from the grants from which the funds are paid.

The ORGANIZATION reserves the right, with justification, to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the using department. All invoices must clearly indicate the funding source and fiscal year as stated herein. All invoices shall contain an original signature of an authorized official of the CONTRACTOR along with a progress report and shall be directed to the Department of Finance, MetroPlan Orlando, 250 S Orange Ave, Ste 200, Orlando, Florida 32801.

Prompt Payment

A. MetroPlan Orlando requires that the prime Contractor or Consultant shall, before receipt of any progress payment under the provisions of this contract, certify that the prime Contractor or Consultant 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 prime Contractor or Consultant for all work completed and materials furnished in the previous period, less any retainage withheld

by the prime Contractor or Consultant pursuant to an agreement with a subcontractor, as approved by MetroPlan Orlando for payment. 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 MetroPlan Orlando and the affected subcontractors and suppliers.

- B. MetroPlan Orlando requires the prime Contractor or Consultant shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, 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 MetroPlan Orlando and the affected subcontractors or suppliers within such 30-day period.

V. **GENERAL CONDITIONS**

- A. **Patents** The CONTRACTOR shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. CONTRACTOR shall, at its own expense, hold harmless and defend the ORGANIZATION against any claim, suit or proceeding brought against the ORGANIZATION which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The CONTRACTOR shall pay all damages and costs awarded against the ORGANIZATION.

B. **Termination for Default**

1. The performance of Work under this Agreement may be terminated by the ORGANIZATION, in whole or in part, in writing, whenever it shall determine that the CONTRACTOR has failed to meet the performance requirements of this Agreement.
2. The ORGANIZATION has a right to terminate for default if the CONTRACTOR fails to make delivery of the supplies or perform the Work, or if the CONTRACTOR fails to perform the Work within the time specified in the Agreement, or if the CONTRACTOR fails to perform any other provisions of the Agreement.

C. **Termination for Convenience**

The ORGANIZATION may terminate this Agreement at its convenience with advance written notice to the CONTRACTOR. In the event of such a termination by the ORGANIZATION, the ORGANIZATION shall be liable for the payment of all Work properly performed prior to the effective date of termination. This Agreement may be canceled by the ORGANIZATION or the CONTRACTOR upon no less than thirty (30) days notice, with or without cause. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In case of cancellation, only the percent of satisfactory progress actually achieved through the date of cancellation and any irrevocable commitments will be due and payable to the CONTRACTOR.

In the event that the CONTRACTOR's project director becomes unable or unwilling to continue the project activities hereunder, and a mutually acceptable substitute is not available, the ORGANIZATION shall have the option to cancel this Agreement.

D. **Warranty**

The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, and be free from all faults, defects or errors. Whenever required by

the specifications of the Request for Proposal, the CONTRACTOR warrants that all equipment and materials provided shall be new. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the CONTRACTOR shall, at the ORGANIZATION's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the ORGANIZATION, or refund to the ORGANIZATION, the charge paid by the ORGANIZATION, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other Contractors.

E. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or ORGANIZATION, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the CONTRACTOR's or ORGANIZATION's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the CONTRACTOR's or ORGANIZATION's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the CONTRACTOR's or ORGANIZATION's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the Director of Finance may at his/her discretion cancel this Agreement for the convenience of the ORGANIZATION.

F. Indemnification and Insurance

1. Indemnity

The CONTRACTOR hereby agrees to indemnify and hold harmless the ORGANIZATION, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions, including attorneys' fees for trial and on appeal, and for the preparation of same to the extent caused by the CONTRACTOR's, its officers', agents', and employees' negligent acts, or omissions associated with this Agreement.

2. Insurance Requirements

The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(a.) **Commercial General Liability Insurance:**

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the ORGANIZATION, protecting and insuring against all the foregoing with coverage limits of not less than Five-Hundred Thousand Dollars (\$500,000) for Bodily Injury and Property Damage.

(b.) **Automobile Liability Insurance:**

Automobile Liability coverage shall be in the minimum amount of Three-Hundred Thousand Dollars (\$300,000) combined single limits for Bodily Injury and Property Damage.

(c.) **Workers' Compensation Coverage:**

Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

(d.) **Insurance Certificates:**

The CONTRACTOR shall provide the ORGANIZATION with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the ORGANIZATION.

Said Commercial General Liability policy shall provide that the ORGANIZATION be an additional named insured. The ORGANIZATION shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the ORGANIZATION and licensed and authorized to do business under the laws of the State of Florida.

G. Acceptance

The ORGANIZATION will be deemed to have accepted the Work after the ORGANIZATION is notified by the Executive Director of the ORGANIZATION, or his designee, of his satisfaction that the work has been completed.

H. Correction of Work

The CONTRACTOR shall promptly correct all Work rejected by the ORGANIZATION as failing to conform to this Agreement. The CONTRACTOR shall bear all costs of correcting such rejected Work.

I. Right to Audit Records

The ORGANIZATION shall be entitled to audit the books and records of the CONTRACTOR or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

Such books and records shall be maintained by the CONTRACTOR for a period of five (5) years from the date of final payment under this Agreement and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

J. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Agreement.

The CONTRACTOR agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

K. Information

All information and data furnished to or developed for the ORGANIZATION by the CONTRACTOR or its employees, pursuant to this Agreement, excluding previously copywritten materials, shall be the sole property of the ORGANIZATION and all rights therein are reserved by the ORGANIZATION, except that the CONTRACTOR may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

The ORGANIZATION, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement.

If the CONTRACTOR plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the ORGANIZATION written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the CONTRACTOR to the ORGANIZATION, and a written approval secured from the ORGANIZATION shall be required, before proceeding to execute the Work. No claim

for extra work will be considered valid by the ORGANIZATION unless first submitted in writing.

M. Familiarity with the Work

The CONTRACTOR by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The ORGANIZATION will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof.

It is understood that the execution of this Agreement by the CONTRACTOR serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

N. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the CONTRACTOR to the ORGANIZATION upon the ORGANIZATION's final acceptance of the Work.

VI. INDEPENDENT CONTRACTOR

By this Agreement, the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors, or other contractors thereof shall not be deemed by virtue of the Agreement to be the officers, agents, or employees of the other party. To the extent required by law, each party assumes the risk of all liability arising from its respective activities pursuant to this Agreement and from the acts or omissions of its respective officers, agents and employees, provided however, that such assumption of risk and liability is expressly limited by section 768.28, Florida Statutes.

VII. AUDIT AND INSPECTION

The services provided herein involve the expenditure of federal funds. In the event federal funds administered by a federal agency are involved, it is understood and agreed that all rights of MetroPlan Orlando relating to inspection, review, approval and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the State of Florida Department of Transportation and the U.S. Department of Transportation.

The CONTRACTOR shall permit, upon prior written notice and during normal business hours, and require its subcontractors to permit the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), or their authorized representatives to inspect all work, materials, payrolls, invoices of materials, and other relevant data and records pertaining to the Project; 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 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 Program. Copies of these documents and records shall be furnished to FHWA, FTA, FDOT or their authorized representatives upon request.

VIII. 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 the Organizations 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, or under separate cover, by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

IX. 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.

A "Third Party Subcontractor" letter (Exhibit B) 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.

X. RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS

A. Prohibitions. During the performance of this Agreement, the CONTRACTOR agrees as follows:

- 1) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 2) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- 3) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.
- 4) Neither MetroPlan Orlando nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of MetroPlan

Orlando or the entities that are part of MetroPlan Orlando during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to MetroPlan Orlando, MetroPlan Orlando, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by MetroPlan Orlando or the locality relating to such contract, subcontract or arrangement. MetroPlan Orlando shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:

- 5) "No member, officer or employee of MetroPlan Orlando or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- 6) The provisions of this paragraph shall not be applicable to any agreement between MetroPlan Orlando and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
- 7) No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- B. Equal Employment Opportunity.** There shall be no discrimination against any employee who is employed in the work covered by this Agreement, 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.
- C. Disadvantaged Business Enterprises.** Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

Participation by Disadvantaged Business Enterprises (DBE): 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 subconsultant or contractor.

1. **Policy:** It is the policy of MetroPlan Orlando that disadvantaged businesses, as defined by *49 Code of Federal Regulations, Part 26*, shall have an opportunity to participate in the performance of Organization 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.
2. MetroPlan Orlando and its contractors and consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, the CONTRACTOR shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The MPO and its contractors, consultants, subcontractors

and subconsultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the *Disadvantaged Business Enterprise Program Plan, Chapters 33 7 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 MetroPlan Orlando in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to MetroPlan Orlando's Administrative Management as defined in Article II. 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, Section 29.510, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

- D. Incorporation of Provisions.** The CONTRACTOR will include the provision of paragraphs (A) through (C) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as necessary 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 United States to enter into such litigation to protect the interests of the United States.

Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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 the recipient deems appropriate.

- E. Florida Department of Transportation (FDOT) DBE Policy.** For contracts using Federal Highway Administration (FHWA) planning funds, the Florida Department of Transportation (FDOT) DBE policy must be followed.
1. All proposals with PL (or other FHWA) funds as the payment source will not have DBE as part of the evaluation scoring process, i.e. evaluation and award will be race and revenue neutral. The evaluation scoring sheets should not have points on it.
 2. The DBE goal is 10.65% for FHWA funds. This goal changes annually in October as set by FDOT.

- F. **E-Verify.** Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
 2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the MetroPlan Orlando.
- G. **Section 339.135(6)(a), Florida Statutes**

In the event this Agreement, and/or Task Work Orders assigned from this Agreement, is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Florida Department of Transportation (The Department), during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

XI. **COMPLIANCE WITH FEDERAL CONDITIONS AND LAWS**

- A. The CONSULTANT shall comply and require its subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the CONSULTANT is in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.
- B. The CONSULTANT shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. **Title VI Assurances:** The CONSULTANT will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the CONSULTANT pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The CONSULTANT shall include the attached Exhibit "C", Title VI Assurances, in all contracts with subconsultants and subcontractors performing work

on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

XII. INTELLECTUAL PROPERTY

Intellectual property that is created and/or developed under this Agreement by CONTRACTOR employees shall be in the public domain. Intellectual property that is created and/or developed under this Agreement by ORGANIZATION employees shall also be in the public domain. Likewise, intellectual property that is created and/or developed under this Agreement jointly by CONTRACTOR and ORGANIZATION employees shall be in the public domain. Any intellectual property that is conceived and/or reduced to practice during the term of this agreement by CONTRACTOR and/or ORGANIZATION employees working on this project and that relates to this project shall be presumed to have been created and/or developed under this Agreement and any use of such intellectual property shall provide appropriate credit be given to the CONTRACTOR and/or Company for such use.

With respect to any invention developed with the use of Federal funding in which the CONTRACTOR retains or is assigned title hereunder, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

XIII. MISCELLANEOUS PROVISIONS

- A. The CONTRACTOR shall not employ subcontractors without the advance written permission of the ORGANIZATION.
- B. Assignment of this Agreement: The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ORGANIZATION; provided, however, that claims for money due or to become due to the CONTRACTOR from ORGANIZATION under this Agreement 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.
- C. The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Executive Director or his designee.
- E. The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. All disputes between the parties shall be resolved in accordance with the ORGANIZATION's Purchasing Policy.
- G. This Agreement is considered a non-exclusive Agreement between the parties.
- H. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud.

As to CONTRACTOR, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the CONTRACTOR as the act of the said CONTRACTOR.

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- K. This Agreement is valid and enforceable only upon being signed by persons authorized to bind the ORGANIZATION and the CONTRACTOR hereto.
- L. It is expressly understood and agreed to that the ORGANIZATION shall be bound by the terms of this Agreement only to the extent that there are Funds available in the fiscal year budgets to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized, effective on the date last signed below.

MetroPlan Orlando

Central Florida Regional Transportation Authority

By: _____
Signature

By: _____
Signature

Gary Huttman, Executive Director

Tiffany Homler Hawkins, Chief Executive Officer

Date: _____

Date: _____

Exhibit A - Project Scope & Budget
Original Budget

Central Florida Regional Transportation Authority Participation
FY 2023/2024 Orlando Urban Area Unified Planning Work Program
PL & TD Funded Tasks for FY 2023/2024

Element	Element Description	PL	TD	Total
200	LYNX Planning Activities	\$ 350,000.00	\$ 80,000.00	\$ 430,000.00

DRAFT

Exhibit B
Form Letter

July 1, 2022
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

TITLE VI ASSURANCES

During the performance of this Agreement, the MPO, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT) *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **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 *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for

noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

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 200.

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 E

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

FEDERAL AGENCY: Federal Highway Administration

AUTHORIZATION: 23 U.S.C. 134 and 450

AMOUNT: \$350,000

CFDA #: 20.200

COMPLIANCE REQUIREMENTS:

Allowed Activities:

Activities assisted under this section requires that each urbanized or metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs reflecting consideration of the likely effect of transportation policy decisions on land use and development and the consistency of transportation plans and programs with the provisions of all applicable short and long-term land use and development plans.

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 200.

Allowable Cost: Varies per negotiated document at bid rates for services.

Cash Management: N/A

Eligibility:

Applicant eligibility:

The MPO is to be the recipient of metropolitan planning funds (PL Funds) authorized under 23 U.S.C. 104 (f) to carry out the provisions of 23 U.S.C. 134. Apportionments are made to the States for formula distribution to the Metropolitan Planning Organization to be used in urbanized areas within each State.

Beneficiary eligibility:

Apportionments are made to States for formula distribution to the Metropolitan Planning Organizations to be used for the purpose of aiding the metropolitan transportation planning process.

Matching: NA

Compliance Requirements Applicable To The Federal Resources Awarded Pursuant To This Agreement Are As Follows:

The recipient of Federal Highway Grant funding must comply with the statutory requirements in 49 CFR 18, 2 CFR 200, and Section 287.055, Florida Statutes.

1. 23 USC 104 (f) sets aside metropolitan planning funds (PL funds) for metropolitan planning organizations (MPOs) to carry out the transportation planning provisions of 23 USC 134.
2. 23 USC 134 requires in general that an MPO plan for the transportation needs of its area in a manner that is continuing, cooperative, and comprehensive. In particular, it requires the MPO to develop specific plans and programs such as a long range transportation plan, a transportation improvement program, and a unified planning work program.
3. In addition to the broad provisions of 23 USC 104 and 134, eligible uses of PL funds are governed by OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments).
4. Federal funds can be used only to reimburse costs that are (a) incurred subsequent to the date of authorization to proceed, except for certain property acquisition costs permitted under 23 USC 108; (b) in accordance with the conditions contained in the project agreement and the plans, specifications, and estimates (PS&E); (c) allocable to a specific project; and (d) claimed for reimbursement subsequent to the date of the project agreement (23 CFR sections 1.9, 630.106, and 630.205).
5. Costs incurred by the MPO for planning and research work are subject to prior approval from FHWA.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iii

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Kenneth Roberts
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Transfer Two (2) Paratransit Turtle Top Vehicles to Health By Design USA, Inc.

Date: 5/18/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer two (2) Turtle Top Paratransit Buses to Health By Design USA, Inc.

BACKGROUND:

LYNX staff has identified two (2) Turtle Top Paratransit buses for retirement. Health By Design USA, Inc. a Federal 501(c)(3) entity has expressed an interest in receiving the LYNX retired revenue vehicles to transport those who are sick and elderly door-to-door service for medical and basic care.

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval in order to waive or transfer any outstanding obligation associated with the vehicles and the related components, which is currently valued at \$0. The board approved the vehicles for disposition during their regular meetings as follows:

- Asset #140025 Turtle Top Odyssey Bus was approved December 2020 Board Meeting
- Asset #130784 Turtle Top Odyssey Paratransit Bus was approved September 2020 Board Meeting

LYNX Finance & Audit mmittee Agenda

Acquisition Date	Acquisition Value	Activity Code	Class	Company Asset Number	Description	Mgf Serial No	System Number	Net Book as of April 30, 2023
7/31/2014	\$72,328.00	A	RV	140025	TURTLE TOP ODYSSEY BUS	1FDEE4FL9EDA74710	17802	\$0.00
9/30/2013	\$72,023.00	A	RV	130784	TURTLE TOP ODYSSEY PARATRANSIT BUS	1FDFE4FL8CDB09433	16809	\$0.00

Upon Board of Directors approval, LYNX staff will continue to work with Health By Design USA, Inc. to facilitate the transfer of the vehicles. If the transfer of the vehicles is not successful, LYNX staff will then include them in the upcoming public auction.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the two (2) Turtle Top Buses is \$0.

LYNX Finance & Audit Committee Agenda

Discussion Item #6.A.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Review of the FY2023 2nd Quarter Operating Results

Date: 5/18/2023

LYNX Staff will provide a review of the FY2023 2nd Quarter Operating Results.

LYNX Finance & Audit Committee Agenda

Action Agenda Item #7.A.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Approval of the FY2024 Preliminary Capital Budget

Date: 5/18/2023

ACTION REQUESTED:

LYNX Staff is requesting the Finance Committee to Approve the FY2024 Preliminary Capital Budget for Presentation to the Oversight Committee as presented.

BACKGROUND:

The Preliminary Capital Budget for FY2024 is \$134,100,650.

The budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. Much of the capital budget is funded through federal grants, the remainder comes from state and local sources.

The table below identifies capital expenditures by program:

	FY2024 Preliminary
Vehicles	\$ 61,217,931
Facilities	35,433,577
Passenger Amenities	26,815,508
Support	4,525,322
Technology	2,059,340
Security	2,048,910
LYMMO	2,000,062
TOTAL	<u>\$ 134,100,650</u>

LYNX Finance & Audit Committee Agenda

The following are the details of each category:

- 1) Vehicles: includes replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
 - 1) (50) 40 Ft CNG Buses (25 - Carryover from FY23)
 - 2) (6) 35 Ft Electric Buses (all Carryover from FY23)
 - 3) (70) Paratransit Vehicles
 - 4) (2) 60 Ft Articulated Vehicles (all Carryover from FY23)
 - 5) (120) Vanpool Vehicles
 - 6) Sub-recipient 5310 Vehicles
 - 7) Road Ranger and Support vehicles
- 2) Support equipment: includes maintenance equipment, road ranger equipment, marketing equipment and other equipment.
- 3) Passenger amenities: includes shelter installations, and Transfer Center construction.
 - 1) Pine Hills Transfer Center
 - 2) New and Rehab Shelters in the system
- 4) Facilities: include funds to complete the LOC/LCS improvements including upgrade of the HVAC systems, Window replacement at the LCS terminal and LCS tower. Site selection and acquisition for the southern operations facility.
- 5) Technology: includes items to improve communication and information delivery, software enhancements and upgrades. As well as the technology lifecycle replacements.
- 6) Security: includes access control and cameras to enhance security and surveillance at all LYNX facilities.