

LYNX Finance & Audit Committee Agenda

Meeting Date: 7/21/2022
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

 Finance Committee Minutes - June 16, 2022 Pg 3


3. Public Comments

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



4. Chief Financial Officer Report

5. Consent Agenda





A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal (RFP) for an Enterprise Resource Planning (ERP) Management Solution Pg 6








B. Invitation for Bid (IFB)

- i.  Authorization to Release an Invitation for Bid (IFB) for Transit Bus Engine Compartment Fire Suppression System Preventive Maintenance and Repair Services Pg 8
- ii.  Authorization to Release an Invitation for Bid (IFB) for Transit Bus and Support Vehicle Towing Services Pg 9


C. Award Contracts

- i.  Authorization to Negotiate and Award a Contract to Stewart Stevenson FDDA LLC for the Procurement of Allison Transit Bus Transmissions Pg 10
- ii.  Authorization to Negotiate and Award a Contract to Gillig, LLC for the Procurement of Voith X-Change Transit Bus Transmissions Pg 12
- iii.  Authorization to Negotiate and Award a Contract to GC&E Systems Group, LLC for the Purchase, Installation, and Maintenance of Access Control Badge Readers for LYNX Facilities Pg 14
- iv.  Authorization to Negotiate and Award a Contract to Humana Insurance Company for Vision Insurance Services Pg 16

D. Miscellaneous

- i.  Authorization to Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY 2023 Block Grant Funding and Adoption of Resolution #22-005 Pg 18
 - Attachments 
- ii.  Authorization to Execute MetroPlan Orlando's FY2022-2023 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement Pg 22
 - Attachments 
- iii.  Authorization to Renew Transit Station License Agreement with Orange County for Destination Parkway Intermodal Center Pg 36
 - Attachments 
- iv.  Authorization to Approve the Disadvantaged Business Enterprise Program Participation Goal for FY 2023-2025 Pg 46
- v.  Authorization to Transfer One Retired Revenue Vehicle to the Orange County Sheriff Office Pg 48
- vi.  Authorization to Transfer Two Retired Van Pool Vans and One Paratransit Bus to The Advanced Community Center Pg 50
- vii. Authorization to Transfer Two Retired Van Pool Vans and Two Paratransit Buses to The Heart Charitable Foundation Pg 52

6. Action Items

- A.  Authorization to Implement August 21, 2022 Service Changes Pg 54

7. Other Business

8. 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: June 16, 2022

TIME: 2:00 p.m.

Members in Attendance:

Amanda Clavijo, Osceola County
Kurt Petersen, Orange County
Jo Santiago, FDOT, 5th District
Michelle McCrimmon, City of Orlando
Ginny Childs, LYNX Attorney

Staff in Attendance:

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

Members Not in Attendance:

Tim Jecks, Seminole County

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 May 19, 2022 Finance & Audit Committee meeting minutes. Motion to approve the May 19, 2022 minutes was made by Michelle McCrimmon, second by Jo Santiago. 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 the following updates:

- For Orange County Sales Tax Initiative, we have been advised that OPPAGA is announcing the audit vendor on June 24th. We anticipate the audit will take

place in July and August. The audit must be concluded and the report issued by the first week of September.

- We are preparing to present at the county's budget meetings: Seminole County June 21, Orange County July 14 and Osceola County July 18.
- Genesis Consulting has been hired to put together the scope of work for RFP for a new Enterprise Resource Planning (ERP) system. A kick-off meeting was held June 9th. A formal RFP is expected in the next two to three months. We anticipate bringing a Board item in July requesting approval to release the RFP. The ERP system will look at traditional financial systems as well as payroll and HRIS. We are asking Genesis to give a recommendation if we should issue two RFPs or one combined if there is a suitable system that will do both.
- The FY2022 Budget Book has been issued for the first time since FY2017 and is available on our website. Going forward we will look to issue the new budget book annually in the November timeframe at the beginning of the fiscal year.
- This past month the Paratransit RFP was released to the market. It is the single largest contract that we have and also the most visible to the public. The timing is a little delayed from what we anticipated, so there will be a Board item to extend the current contract with MV by six months. The current contract is scheduled to expire at the end of November, 2022.
- One Consent item changed materially: *Board Ratification of a Grant Application Submitted to the Florida Department of Transportation for the FY2022 Intermodal Development Funding Program for the Pine Hills Bus Transfer Station and Adoption of Resolution #22-003*. The original board item published in the finance committee packet is to file a grant application for a FY22 Intermodal Development Funding program grant for the Pine Hills Transfer Center. Since publication we received news of a pre-award. The pre-award in total is for \$2.9M, this grant will require a 50% match from LYNX. The item was modified from *Permission to file application to a Ratification of Accepting the Award*.
Chair Clavijo asked if the 50/50 match is identified in the budget. Mr. Antmann responded that there are funds allocated in the budget; not all are part of the \$2/\$3 Capital. Mr. Antmann further explained that Orange County is discussing their American Rescue Plan Act Funding in July; the Pine Hills Transfer Station is one of the projects on their list. If selected, Orange County will provide match of \$600K for the project. The balance of the required match would come from the \$2/\$3 Capital.
- Two Consent items on Oversight and Board agendas added after we published:
 - Authorization to Enter into a Sole Source Agreement to Upgrade the Fare Collection System with SPX d/b/a Genfare
 - Authorization to Approve Fourth Amendment to Contract for Mobility Management and Broker Services
- Two Action items on Oversight and Board agendas added after we published:
 - Authorization to Enter into Second Amendment to the Transportation Partner Agreement with Valencia College
Valencia College pays \$75K annually to allow Valencia students and staff unlimited fixed route access. The five-year current contract is expiring and

LYNX is looking to extend the contract for another five years with no change in terms. LYNX has similar contracts with UCF and Seminole College. They pay \$1 per student enrolled in the Fall semester.

- o Authorization to Update the LYNX Information Security Policy

Mr. Antmann concluded his report.

5. Consent Agenda

A. Award Contracts

- i. Authorization to Negotiate and Award a Contract to The Standard for Group Life, Long & Short-Term Disability and Accidental Death & Dismemberment (AD&D)

B. Extension of Contracts

- i. Authorization to Exercise the Second Option Year of Contract #18-C142 with New Flyer of America, Inc. for the Purchase of Sixty Foot (60') Articulated Compressed Natural Gas (CNG) Buses

C. Miscellaneous

- i. Authorization to Increase the Not to Exceed of Contract #18-C122 with Haines City Fire Extinguisher Service for Transit Bus Fire Suppression System Inspection and Maintenance
- ii. Board Ratification of a Grant Application Submitted to the Florida Department of Environmental Protection (DEP) Under the Electric Transit Bus Project
- iii. Authorization to Submit FY2022 Intermodal Development Funding Program Grant Application to the Florida Department of Transportation (FDOT) for the Pine Hills Bus Transfer Station

Chair Clavijo asked if there were any items to pull in. Jo Santiago stated that she will abstain from voting on item 5.C.iii. due to conflict.

Jo Santiago made a motion to approve Consent Agenda items 5.A.i through C.ii and C.iv & v. Second by Michelle McCrimmon. Motion passed unanimously.

Kurt Petersen made a motion to approve Consent Agenda item 5.C.iii, second by Michelle McCrimmon. Motion passed, Jo Santiago abstained.

6. Other Business

No other business.

7. Adjourned

The meeting adjourned at 2:11 p.m.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Warren Hersh
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: **Authorization to Release a Request for Proposal (RFP) for an Enterprise Resource Planning (ERP) Management Solution**

Date: 7/21/2022

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 an ERP Management solution to implement a suite of integrated applications to manage LYNX key business functions and processes.

BACKGROUND:

As the Agency continues to look for ways to become more efficient and effective in serving the public transit needs of the community, it is critically important to have state-of-the-art integrated enterprise applications that are scalable and resilient.

The current systems in use include several different software packages to accomplish the many LYNX financial requirements. The LYNX current key financial suite of software applications includes, Microsoft Great Plains accounting system, Key to Act for grant accounting, Dynamic budgets for budgeting, Paramount Workplace for purchase requisition and purchase order generation, Ceridian Dayforce for human resource and payroll processing, Sage for fixed asset management, FA Suites for inventory management, and Excel for other processes.

The Agency has been working with the consulting firm Genesis to assist with analyzing LYNX current systems, understanding our needs to develop the RFP scope of work for the selection of new enterprise applications, office productivity solutions and employee portals to replace existing legacy systems.

The resulting solicitation process is expected to attract best-of-breed integrated ERP applications and providers in support of a remote workplace with the ability to scale quickly to changing needs of the agency and our community.

LYNX Finance & Audit Committee Agenda

The following is the high-level areas to be included:

Core Financial Management	Procurement	Core HR
General Ledger	Requisitions for Purchase Orders	Payroll Processing
Financial Reporting	Contract Management	Payroll Tax Processing
Accounts Payable	P-Card Management/Credit cards	Recruiting
Accounts Receivable	DBE Reporting/Data Collection	New Employee Onboarding
Fixed Assets	Solicitation Request Process	Time Clock Reporting system
Bank Reconciliation		Learning Management
Safe Pay		Performance Management
E-Pay		Benefit Management
1099 Reporting		Open Enrollment
Fixed Assets		FMLA Tracking
Grants Accounting/compliance		Benefit Absence tracking
Inventory (parts counter)		
Other Processes	Budgeting	Training
Document Management	Operating Budget Management	Learning Management System
Ridership	Capital Budget Management	Training Scheduling
Fare Collection	Budget Reporting	Training Deployment
Mobile Ticketing		Training Tracking
Point of Sale System for pass sales		
NTD Tracking/Reporting		
Work process Workflows		

LYNX staff received approval to release and RFP for the agency Payroll and HRIS system at the December 5, 2019.

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.

FISCAL IMPACT:

The FY2023 Preliminary Operating Budget includes \$366,960 for Enterprise Resource Planning Management Solutions. Future years' operating budget will reflect the costs associated with this contract.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release an Invitation for Bid (IFB) for Transit Bus Engine Compartment Fire Suppression System Preventive Maintenance and Repair Services

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for transit bus engine compartment fire suppression system preventive maintenance and repair services.

BACKGROUND:

The LYNX Vehicle Maintenance Division maintains a fleet of 288 CNG and diesel-powered transit buses. All are equipped with engine compartment and CNG fuel cylinder fire suppression systems. The Amerex, Kidde and the Fogmaker fire suppression systems are the current on-board fire suppression systems used in the LYNX fleet. They are used in the event of a catastrophic fire in the engine compartment or CNG fuel storage locations. The services requested will consist of semi-annual and annual inspections, six (6) year maintenance/service and twelve (12) year hydrostatic tests of the fire suppression agent storage cylinders as required by regulations. Each bus must be serviced by a certified technician trained in each type of fire suppression system.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Amended Operating Budget includes \$56,000 for transit bus engine compartment fire suppression system preventive maintenance and repair services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Release an Invitation for Bid (IFB) for Transit Bus and Support Vehicle Towing Services

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for transit bus and support vehicle towing services.

BACKGROUND:

The LYNX Vehicle Maintenance Division maintains a fleet of 296 transit buses and over 100 support vehicles. LYNX requires on-demand towing services for occasions when a bus or support vehicle cannot return to its operating base at LYNX Operations Center (LOC) or Osceola Satellite Facility (OSF). This generally is a result of a system failure (engine, transmission, etc.) or severe structural damage due to an accident. Also, LYNX will occasionally have its fleet towed to various repair centers to have repairs performed.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Amended Operating Budget included \$62,000 for transit bus and support vehicle towing services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Award a Contract to Stewart Stevenson FDDA LLC for the Procurement of Allison Transit Bus Transmissions

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Stewart Stevenson FDDA LLC, for the procurement of Allison transmissions for transit buses for a total contractual not to exceed amount of \$175,000 for an initial term of two (2) years with the option to extend for three (3) one (1) year terms.

BACKGROUND:

LYNX has a fleet of 296 transit buses. LYNX Fleet Maintenance Division adopts a strict preventative maintenance policy for LYNX fleet, however, as our fleet ages, major repairs/replacements are necessary. Transmissions are maintained and only replaced when a total failure occurs. We do on occasion, as a cost savings method, replace transmissions that have extremely high miles, along with scheduled and unscheduled engine replacements.

On March 24, 2022, the Board of Directors authorized LYNX staff to release an Invitation for Bid (IFB) for the procurement of remanufactured transmissions. The IFB was released on April 20, 2022. The IFB was posted on DemandStar, and sent directly to interested suppliers.

The following two (2) suppliers submitted bids in response to the IFB:

- Reliable Transmission Service, Inc.
- Stewart Stevenson FDDA, LLC.

The contract award is being recommended for Stewart Stevenson FDDA LLC, the supplier who submitted the most responsive, responsible and lowest cost bid.

LYNX Finance & Audit mmittee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Amended Operating Budget included \$189,000 for transmissions for transit buses. This project is 100% grant funded.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Award a Contract to Gillig, LLC for the Procurement of Voith X-Change Transit Bus Transmissions

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Gillig, LLC, for the procurement of Voith X-Change transmissions for transit buses for a total contractual not to exceed amount of \$220,000 for an initial term of two (2) years with the option to extend for three (3) one (1) year terms.

BACKGROUND:

LYNX has a fleet of 296 transit buses. LYNX Fleet Maintenance Division adopts a strict preventative maintenance policy for LYNX fleet, however, as our fleet ages, major repairs/replacements are necessary. Transmissions are maintained and only replaced when a total failure occurs. We do on occasion, as a cost savings method, replace transmissions that have extremely high miles, along with scheduled and unscheduled engine replacements.

On March 24, 2022, the Board of Directors authorized LYNX staff to release an Invitation for Bid (IFB) for the procurement of remanufactured transmissions. The IFB was released on April 20, 2022. The IFB was posted on DemandStar, and sent directly to interested suppliers.

Staff is recommending the contract be award to Gillig, LLC, the incumbent supplier and the only supplier who submitted a response to the IFB.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Finance & Audit Committee Agenda

FISCAL IMPACT:

The FY2022 Amended Operating Budget included \$189,000 for transmissions for transit buses. This project is 100% grant funded.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iii

To: LYNX Finance & Audit Committee

From: **Jafari Bowden**
Director Of Safety And Security
Robert Carey
(Technical Contact)

Phone: 407.841.2279 ext: 6127

Item Name: Authorization to Negotiate and Award a Contract to GC&E Systems Group, LLC for the Purchase, Installation, and Maintenance of Access Control Badge Readers for LYNX Facilities

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to GC&E Systems Group, LLC for the purchase, installation, and maintenance of Access Control Badge Readers for LYNX Facilities with a not to exceed amount of \$180,000. The term of this Agreement shall commence on the date hereof and terminate upon such time as the Contractor furnishes all Services in accordance with the terms herein. Any additional support will be a separate request apart from the current action after one (1) year.

BACKGROUND:

At the October 28, 2021, Board of Director's meeting, the Board authorized staff to issue a Request for Proposal (RFP) 22-R08 to procure the purchase, installation, and maintenance of Access Control Badge Readers.

The major goal of additional access card badge readers to our current access control system is to enhance the protection of soft targets, crowded places, enhance security measures against terroristic activity and to expand access control. 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 Finance & Audit Committee Agenda

LYNX recently completed a 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 for Transit Agencies. The TSA BASE and the TVA identified a security action item specific to: “Control access to security critical facilities with ID badges for all visitors, employees and contractors”, to promote protective measures for critical infrastructure to uninterrupted/ uncompromised system operation.

At the October 28, 2021, LYNX Board of Director’s meeting, staff received authorization to release a Request for Proposal (RFP) for the purchase, installation, and maintenance of Access Control Badge Readers, which was released on December 28, 2021. Proposals were due to LYNX by 2:00 PM EST on February 10, 2022.

Two (2) approved responses were from the following firms:

- Securitas Electronic Security, INC
- GC&E Systems Group, LLC

After review of the proposals, the Source Evaluation Committee (SEC) made a recommendation to award the contract to GC&E Systems Group, LLC.

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 the purchase, installation, and maintenance of Access Control Badge Readers.

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.C. iv

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Negotiate and Award a Contract to Humana Insurance Company for Vision Insurance Services

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract with Humana Insurance Company for Vision Insurance Services. The contract will be for a total of three (3) years with two (2) one (1) year options.

BACKGROUND:

LYNX offers Vision insurance as part of its benefits package for employees.

This is a benefit that helps recruit and retain employees. Vision insurance is an employee paid benefit.

LYNX received authorization to release the RFP for these services at the December 9, 2021 Board of Directors meeting.

The Source Evaluation Committee (SEC) public meeting was held on June 16, 2022, with the following results:

Firm	Total Score	SEC Ordinal Ranking
Continental American Insurance Company	260	9
Humana Insurance Company	270	4
Metropolitan Life Insurance Company	266	6
National Vision Administrators, L.L.C.	248	13
Vision Service Plan Insurance Company	230	13

LYNX Finance & Audit Committee Agenda

After evaluation and ranking, the Source Evaluation Committee (SEC), made a recommendation to negotiate and award the contract to Humana Insurance Company.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal was not assessed for this solicitation. This procurement is not funded with DOT assisted dollars.

FISCAL IMPACT:

The Vision Benefit is 100% covered by employee payroll deduction, there is no fiscal impact to LYNX with this benefit.

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.D. i

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 Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY 2023 Block Grant Funding and Adoption of Resolution #22-005

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Submit a Public Transit Grant Agreement (PTGA) with FDOT District 5 for FY2023 State Block Grant for operating assistance in the amount of \$13,027,391 and Adoption of Resolution #22-005.

BACKGROUND:

The Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation. The funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas.

FDOT included in its Work Program the FY2023 LYNX block grant funding. FDOT will obligate funds in the amount of \$13,027,391 under a PTGA FM #442454-1-84-01.

Resolution #22-005 is attached.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Finance & Audit mmittee Agenda

FISCAL IMPACT:

The FY2022 Amended Operating Budget includes \$12,823,044 for the State Operating Assistance grant.

CFRTA RESOLUTION NO. 22-005

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) FOR THE FY2023 STATE BLOCK GRANT FOR OPERATING ASSISTANCE IN THE AMOUNT OF \$13,027,391.

WHEREAS, the Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation; and

WHEREAS, these funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration’s formula program for urbanized and non-urbanized areas; and

WHEREAS, the LYNX Board of Directors 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 BOARD of Directors has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD of Directors has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT in FY2023
3. The BOARD of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to submit a Public Transportation Grant Agreement to the FDOT in the amount of \$13,027,391 dollars on behalf of the LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications and any other documents in connection with the Grant Application and acceptance.
4. The BOARD of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to make purchases and/or expend funds in connection with this grant as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.
5. The above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CFRTA RESOLUTION NO. 22-005

RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT A PUBLIC TRANSPORTATION GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) FOR THE FY2023 STATE BLOCK GRANT FOR OPERATING ASSISTANCE IN THE AMOUNT OF \$13,027,391 DOLLARS.

APPROVED AND ADOPTED this 28th day of July, 2022 by the Governing Board of the Central Florida Regional Transportation Authority.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. 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 FY2022-2023 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement

Date: 7/21/2022

ACTION REQUESTED:

Authorization to execute MetroPlan Orlando's FY2022-2023 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for the Florida Commission for the Transportation Disadvantaged Funding in the Amount of \$70,000. MetroPlan will also fund LYNX Planning tasks in an amount to exceed \$250,000.

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 5303) grant funds and Florida State funds are passed through to LYNX to conduct transit planning tasks as set forth in the FY2022/2023 Unified Planning Work Program (UPWP). This agreement includes the FY 2022/2023 Florida Commission for the Transportation Disadvantaged appropriated planning funds to MetroPlan Orlando in the amount of \$70,000 in FY 2022/2023.

This agreement does not include 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

LYNX Finance & Audit Committee Agenda

Orlando Unified Planning Work Program (UPWP), which include: (1) MPO Plans and Administration; (2) Regional Planning /Public Participation and; (3) Transportation Planning.

For FY 2022/2023 LYNX staff has coordinated with MetroPlan Orlando to utilize their General planning consultant (GPC) in an amount not to exceed \$250,000 to provide assistance in certain transit planning tasks and their funding. 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 2022/2023 fiscal year LYNX planning activities in MetroPlan Orlando's UPWP include:

- Passenger Origin and Destination Studies
- Bus Stop Facilities Assessment
- Southern Operations Base Study
- Transportation Disadvantaged Service Plan
- Sustainability Initiatives
- Transit Asset Management Plan

Attached to this Consent Agenda item is a copy of the FY2022/2023 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 goal is not applicable to 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 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 2022/2023 Orlando Urban Area Unified Planning Work Program (UPWP) 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 Seventy Thousand Dollars (\$70,000) provided from the Florida Commission for the Transportation Disadvantaged FY 2022/2023 planning grant.
2. In addition, MetroPlan Orlando agrees to utilize its General Planning Consultant (GPC) to provide assistance to the CONTRACTOR for mutually agreed upon projects within the budget provided in the UPWP.

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, 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 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 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 Uniform Guidance) 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.

3. 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 Transportation Disadvantaged planning funds available to perform its obligations hereunder.

4. 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.

5. 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.

6. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on a monthly basis to METROPLAN ORLANDO. If for any reason payment to the CONTRACTOR cannot be made within forty-five (45) 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. 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.

7. 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.

8. 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.
9. 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.
10. Effective Date. This contract establishes the effective date of July 1, 2022, 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.
11. Term and Termination. The provisions of this Agreement for the TD and any Local funds, this Agreement shall terminate at midnight, June 30, 2023. 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 Wittmann, Executive Director

By: _____
James E. Harrison, Chief Executive Officer

Date: 7/11/22

Date: _____

Exhibit A – Project Scope & Budget

Central Florida Regional Transportation Authority Participation
FY 2022/2023 Orlando Urban Area Unified Planning Work Program

TD-Funded Tasks

Exhibit A - Project Scope & Budget
Original Budget

Central Florida Regional Transportation Authority Participation
FY 2022/2023 Orlando Urban Area Unified Planning Work Program
TD Funded Tasks for FY 2022/2023

Element	Element Description	TD	Total
200	LYNX Planning Activities	\$ 70,000.00	\$ 70,000.00
TOTALS:		<u>\$ 70,000.00</u>	<u>\$ 70,000.00</u>

MetroPlan Orlando/Central Florida Regional Transportation Authority
Fiscal Year 2022/2023 Unified Planning Work Program
Pass-thru Funding Agreement

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

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.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext:

Item Name: Authorization to Renew Transit Station License Agreement with Orange County for Destination Parkway Intermodal Center

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the renewed Transit Station License Agreement with Orange County for Destination Parkway Intermodal Center.

BACKGROUND:

This license agreement replaces an original agreement that will expire later this year. The new agreement will be for a term of ten years and will automatically renew at five-year intervals.

Currently, the Destination Parkway SuperStop is served by Routes 38, 42, 111, 350 and NeighborLink 641.

It is critical to the success of the public transit system that passengers have safe and convenient location to wait for and to board LYNX vehicles.

It is beneficial to the residents of Orange, Osceola and Seminole counties, visitors, employees, and guests, as well as to commerce throughout the International Drive corridor, that vehicles operated by LYNX pick-up and drop-off passengers at a transit site located on its property described in the agreement. Both Orange County and LYNX agree it is in both our best interests to place a transportation facility at the Destination Parkway Intermodal Center for use as a transit station for LYNX vehicles, which will provide facilities for the embarking and disembarking of passengers to and from LYNX vehicles that are safe, convenient, accessible and comfortable for passengers on LYNX vehicles.

LYNX Finance & Audit mmittee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal is not applicable for this item.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

TRANSIT STATION LICENSE AGREEMENT

LYNX AGREEMENT NUMBER A-55

THIS TRANSIT STATION LICENSE AGREEMENT (this “Agreement”) is entered into as of this ___ day of _____, 2022, by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393 (“Licensor”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, d/b/a **LYNX**, a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801 (“Licensee”).

WITNESSTH

WHEREAS, Licensee operates a public transit system that transports the public throughout the Central Florida area; and

WHEREAS, it is critical to the success of the public transit system that passengers have safe and convenient locations to wait for and to board Licensee vehicles; and

WHEREAS, it is beneficial to Licensor and their officials, employees, agents and guests, as well as to commerce throughout the International Drive corridor, that vehicles operated by Licensee pick-up and drop-off passengers at a transit site located on its property described herein; and

WHEREAS, the parties agree that it is in their mutual best interests to place a transportation facility at the Destination Parkway Intermodal Center for use as a transit station for Licensee vehicles, which will provide facilities for the embarking and disembarking of passengers to and from Licensee vehicles that are safe, convenient, accessible and comfortable for passengers on Licensee vehicles.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, Licensor and Licensee hereby agree as follows:

Section 1 - Grant of License. Licensor hereby grants Licensee a license (the “License”) to enter upon a certain parcel of real property located in Orange County, Florida, more particularly described and delineated in the attached Exhibit “A” and made a part hereof (the “Transit Site”) for the sole and limited purpose of providing transit service, initially bus pull out bays A-E as indicated on Exhibit “B” attached hereto and incorporated herein by reference, subject to all of the terms and conditions provided for herein. Licensor agrees Licensee and passengers of Licensee vehicles may use facilities on the Transit Sites consisting of one or more trash receptacles, benches, signs, passenger waiting shelters, and such other items as may be mutually agreed upon by the parties (collectively, the “Transit Stations”).

Section 2 - Ownership of Transit Site and Transit Stations. Licensor shall retain ownership of the Transit Site and Transit Stations while granting Licensee access, use, and maintenance responsibilities as described in this Agreement.

Section 3 - Term. This Agreement shall commence on the date first written above for a term of ten (10) years (the “Term”) and shall, subject to the right of termination hereinafter set forth, automatically renew thereafter on a five-year (5) basis. Notwithstanding the foregoing sentence for the term of this Agreement, this Agreement may be terminated by either party hereto by giving ninety (90) days notice to the other party, and, in such case, this Agreement shall terminate at the end of said ninety (90) days.

Section 4 - Maintenance and Damage to the Transit Stations. Licensee shall be responsible for day-to-day normal and customary maintenance of the Transit Stations, including without limitation, washing the Transit Stations from time to time and picking up trash on the Transit Stations on a regular basis, including paint and graffiti removal. Licensee shall be responsible for repair of any damage to the Transit Stations or Transit Site caused by Licensee, its agents or passengers of Licensee vehicles. Additionally, Licensee shall be responsible for the replacement of any fixtures or equipment comprising the Transit Stations. Such replacements shall be done according to the Licensee’s normal replacement schedules or as required due to damage or normal wear and tear.

Section 5 - Insurance and Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party’s officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party’s negligent performance under this Agreement. Each party’s indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, each party acknowledges it will maintain commercial insurance or will be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes. Each party agrees to maintain commercial insurance or to be self-insured for Workers’ Compensation & Employers’ Liability in accordance with chapter 440, Florida Statutes.

Upon request each party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the other party agrees to find acceptable for the coverage mentioned above. Either party’s failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve either party of its liability and obligations under this agreement.

Each party shall require all contractors performing work at the Transit Station to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies of those contractors performing work at the Transit Stations.

Section 6 - Sovereign Immunity. The parties are aware and understand that the Licensee is a governmental body created by the Florida Legislature and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement shall be deemed to be a waiver by the Licensee of any of its rights under said sovereign immunity.

Section 7 - Advertising. Licensee may place or permit placement of any advertising materials or public notices similar to those customarily placed on or in transit stations within the Licensee system on the exterior or interior of the Transit Stations. Licensee shall have the right to retain all amounts generated by such advertising. Licensor shall have the right to require Licensee to remove from any Transit Station, any advertising which is deemed offensive, controversial, or slanderous in Licensor's sole discretion.

Section 8 - Security. Licensee shall not be responsible for providing security for the Transit Site or for any persons using the Transit Stations.

Section 9 - No Partnership. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

Section 10 - Warranties and Representations. Licensor does hereby represent and warrant to Licensee that as of the date of this Agreement to the best of Licensor's knowledge:

- (a) Licensor has title to the Transit Site, and the legal description attached hereto is correct and accurate.
- (b) There are no encumbrances on the Transit Sites that could adversely affect the License or the Transit Station.

Section 11 - Notices. Any notice, request, demand, approval, consent or other communication which Licensor or Licensee may be required or permitted to give to the other party shall be in writing and shall be mailed or hand delivered to the other party at the addresses set forth below:

If to Licensor:

Orange County BCC
Attn: Manager
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Orange County Convention Center
Attn: Manager
4200 South John Young Parkway
Orlando, Florida 32839-9205

If to Licensee: LYNX
Chief of Administration
455 North Garland Avenue
Orlando, Florida 32801-1518

or to such other address as either party shall have designated by notice to the other pursuant to this paragraph. The time of the rendition of such notice shall be one of the following: (i) two (2) days after same is deposited in an official United States Post Office with postage prepaid, and with certified or registered mail, return receipt requested; (ii) the date of when same is hand delivered; or (iii) the date delivered by overnight courier with confirmation of delivery required.

Section 12 - Authorization. Each of Licensor and Licensee hereby represent and warrant to the other that as of the date of this Agreement, the undersigned is duly authorized to execute this Agreement on behalf of Licensor or Licensee, respectively.

Section 13 - Modification. No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement. For this purpose, the Orange County Administrator or designee thereof is authorized to execute said instrument(s) so long as:

- (a) The modification(s) or amendment(s) are determined by the Orange County Convention Center Manager to be in line with the purpose and intent of this Agreement; and
- (b) The Orange County Risk Management Division reviews and approves the modification(s) or amendment(s) without requiring a change in the insurance, liability, or indemnification provisions of this Agreement.

Section 14 - Emergencies. If an emergency situation arises with respect to the Transit Site where the Transit Site or any condition thereof presents an imminent threat to the health, safety or welfare of persons or property, Licensee shall make reasonable efforts to provide telephone notice to the Licensor's Contact Person. If allowing the emergency situation to continue would pose an imminent threat to health, safety or welfare of persons or property, Licensee may undertake such limited actions as are necessary to eliminate the emergency. For the purposes of this Paragraph, Licensor's Contact Person shall be: **Isaih White**; 9800 International Drive, Orlando, FL 32819; telephone number: **(321) 231-4821**; e-mail address: **Isaih.White@occc.net**. In the event the Licensor's Contact Person or any other information pertaining to the Licensor's Contact Person changes, such change shall be provided to the Licensee's Contract Administrator.

Section 15 - Choice of Law; Venue. This Agreement and the provisions contained herein shall be construed, controlled and interpreted in accordance with the laws of the State of Florida. Venue for any dispute arising as a result of this Agreement shall be Orange County, Florida.

Section 16 - Attorneys Fees. In connection with any legal proceedings arising out of this Agreement, each party shall bear their own costs, expenses, attorney and paralegal fees, including without limitation, those incurred at trial and in any administrative, arbitration, mediation, bankruptcy or appellate proceedings.

Section 17 - Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining provisions.

Section 18 - Recording. Within ten (10) days of full execution hereof, Licensee shall, at the expense of the Licensee, record this Transit Station License Agreement in the Public Records of Orange County and a recorded copy thereof shall be filed with the Licensee's Senior Staff Attorney and the Office of the Chief Executive Officer, or designee.

AGREED TO by the parties hereto as of the date first above written.

“LICENSOR”
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, Comptroller
As Clerk of the Board of County
Commissioners

By: Deputy Clerk

Date: _____

“LYNX”

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

(Signature of Witness)

(Name of Witness)

(Signature of Witness)

(Name of Witness)

By: _____

Name: _____

Title: _____

Date: _____

Reviewed as to Form:

This Contract has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

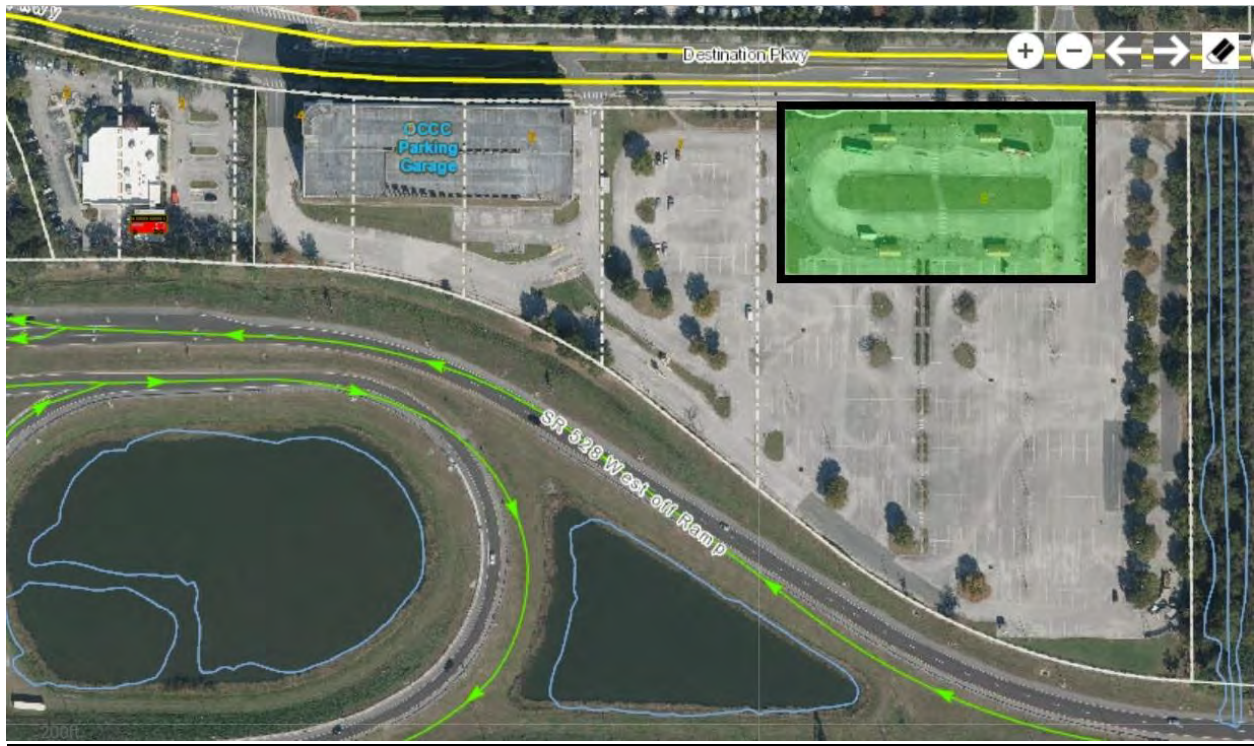
Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior Staff Attorney

Date: _____

As to “LYNX”

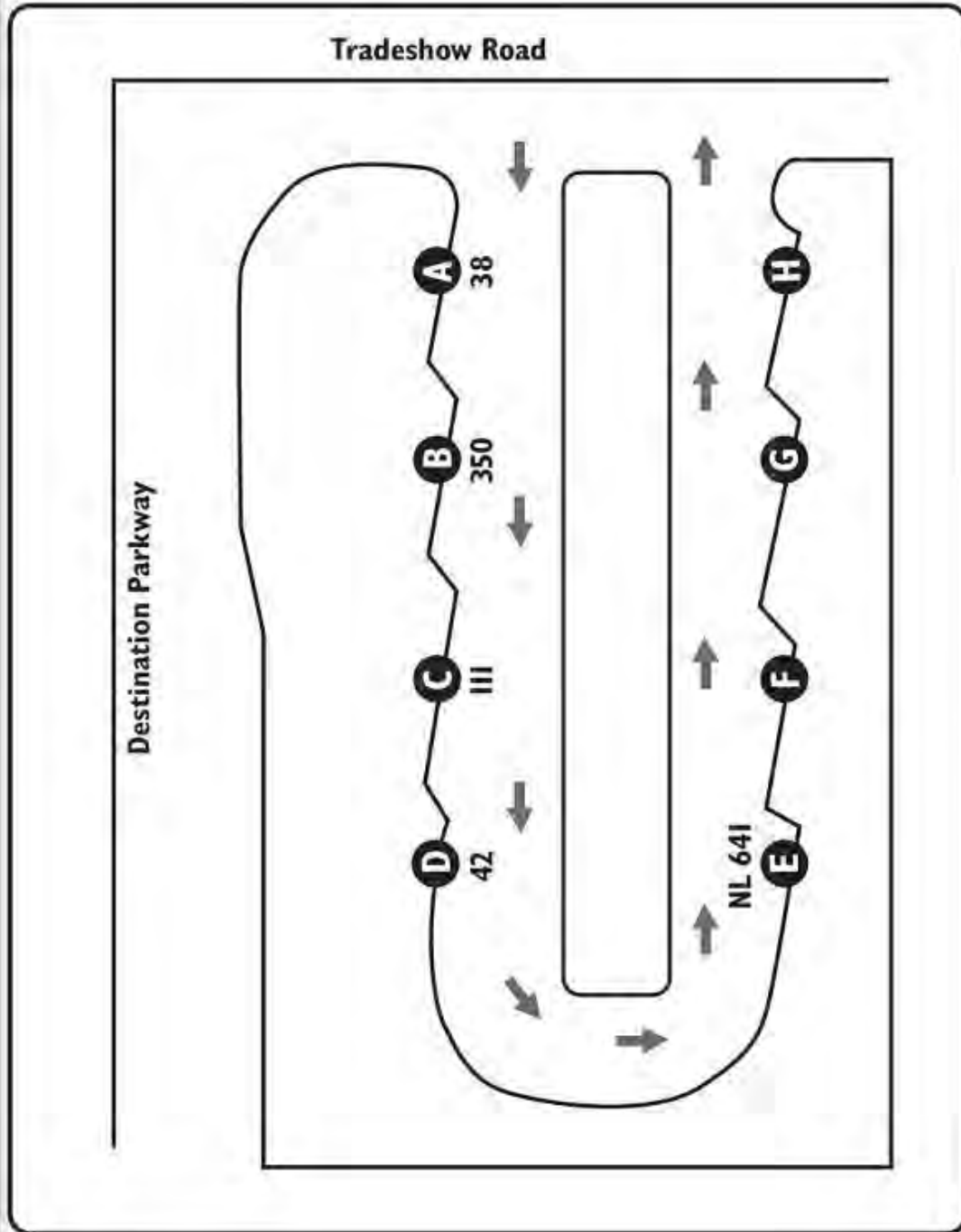
EXHIBIT A



Bounded area above located within property with the following legal description:

PLAZA INTERNATIONAL UNIT 12 29/13 LOT 4 (LESS W 27.35 FT THEREOF)
& LOTS 5 THROUGH 8 SEE 4666/1881 (SUBJ TO R/W RESERVATION PER
6689/3842) & (LESS R/W ON THE NORTH PER 9734/8278)

Exhibit B



LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. iv

To: LYNX Finance & Audit Committee

From: Carrie Sarver
Senior In-house Counsel
Amber Johnson
(Technical Contact)

Phone: 407.841.2279 ext: 6037

Item Name: Authorization to Approve the Disadvantaged Business Enterprise Program Participation Goal for FY 2023-2025

Date: 7/21/2022

ACTION REQUESTED:

Staff is seeking the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to approve the Triennial Disadvantaged Business Enterprise (DBE) Program overall participation goal of 7.6% for Federal Fiscal years (FY2023-2025) and Program Update.

BACKGROUND:

The Disadvantaged Business Enterprise Program is mandated for all Federal Transit Administration (FTA) recipients that receive \$250,000 or more in FTA planning, capital and/or operating assistance in a fiscal year. As a grant recipient of Federal Transit Administration Funds (FTA), LYNX must ensure that disadvantaged business enterprises as defined in Title 49 Code of Federal Regulations (CFR) Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. As a condition of receiving U.S. Department of Transportation (DOT) financial assistance, LYNX developed and implemented a Disadvantaged Business Enterprise Program (DBE program). The program was last updated and approved by FTA in FY2017.

In accordance with the regulations, LYNX is required to set its overall goals based on demonstrable evidence of the relative and availability of ready, willing and able DBEs in the areas from which LYNX obtains contracts. A DBE is defined as a for-profit small business concern with at least 51% socially and economically disadvantaged ownership. The qualifying owner(s) cannot have a net worth that exceeds \$1.32 million (excluding the owner's business and primary residence); The DBE program provides a vehicle for increasing the participation of disadvantaged businesses in the Authority's procurement. Each DOT-assisted local transportation agency is required to establish DBE goals, review the scopes of anticipated large prime contracts throughout the year and establish contract-specific DBE subtracting goals.

LYNX Finance & Audit Committee Agenda

FTA guidelines require agencies submission of a triennial (3) years DBE goal and goal setting methodology. In accordance with 49 CFR Part 26 of the regulations, LYNX has been selected for the Category Group A to report the DBE goal. Pursuant to the Rule, the goal is due on August 1, 2022, and should cover Federal fiscal years 2023, 2024, and 2025. Upon approval from FTA, the goal will become effective from October 1, 2022 through September 30, 2024.

LYNX's DBE goals are calculated using a base figure in accordance with the guidelines of CFR 49 Part 26, with consideration for adjustments and while considering several factors including past performance. LYNX awards contracts that fall under three categories: (i) Professional Services, (ii) Goods/Services and (iii) Construction. The majority of contracts awarded are generally in the professional services category.

For Federal Fiscal Years (FFY) 2023, 2024, 2025, LYNX is proposing a DBE Goal participation of 7.6%. The goal setting process must also provide for public participation and effect public notice announcing the proposed goal while informing the public. LYNX published the proposed goal in the Orlando Sentinel, hosted a community stakeholder meeting on July 7, 2022 and posted it on the LYNX website for public comment.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. v

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Transfer One Retired Revenue Vehicle to the Orange County Sheriff Office

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer one (1) revenue vehicle to the Orange County Sheriff Office.

BACKGROUND:

LYNX maintenance staff identified one (1) diesel revenue vehicle for retirement. The Orange County Sheriff Office has expressed an interest in receiving the retired vehicle for training purposes at their Firing Range.

Staff is recommending the removal of the one (1) bus that was scheduled for retirement from service as part of the fleet reduction to comply with the 20% spare ratio requirements. The decision to remove this unit from service is a business decision based on economics and service efficiencies.

The transfer of the diesel bus will require Federal Transit Administration (FTA) approval in order to waive or transfer any outstanding obligation associated with the vehicle and the related components which is currently valued at \$0. LYNX staff will continue to work with Orange County Sheriff and/ or with other agencies to facilitate the transfer of the revenue vehicles.

LYNX Finance & Audit Committee Agenda

Vehicle Listing

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
11611	618	9/30/2007	RV	40' LF BRT - G27D102N4 Gillig Bus	9	\$374,048	0
11647	618A	9/30/2007	RV	Engine	5	\$22,976	0
11648	618B	9/30/2007	RV	Transmission	5	\$17,247	0
				Totals		\$414,271	0

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the one (1) diesel revenue vehicle and components is \$0. The potential FTA obligation is \$0.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. vi

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: **Authorization to Transfer Two Retired Van Pool Vans and One Paratransit Bus to The Advanced Community Center**

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer two (2) Retired Van Pool Vans and one (1) Paratransit Bus to The Advanced Community Center.

BACKGROUND:

LYNX staff has identified two (2) Dodge Caravans and one (1) Chevy ARBOC bus for retirement. The Advanced Community Center has expressed an interest in receiving the LYNX retired revenue vehicles to transport low income families and those with disabilities to medical appointments.

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. Upon Board of Directors approval, LYNX staff will continue to work with The Advanced Community Center 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.

LYNX Finance & Audit Committee Agenda

Vehicle Profile

Acquisition Date	Acquisition Value	Activity Code	Class	Company Asset Number	Description	Mfg Serial No	Net Book as of 6/30/22
8/01/12	\$23,258	A	OV	35743	2012 Dodge Caravan	2C4RDGBG9CR325111	\$0
1/10/2011	\$20,672	A	OV	33112	2011 Dodge Caravan	2D4RN4DG7BRG44938	\$0
3/01/2016	\$133,507	A	RV	150585	2015 Arboc Bus-Neighbor Link	1GB6G5BG9F1231566	\$0
Total	\$177,437						\$0

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the two (2) Van Pool Vehicles and one (1) Paratransit Bus is \$0.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. vii

To: LYNX Finance & Audit Committee

From: **Michelle Daley**
Director Of Finance
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: **Authorization to Transfer Two Retired Van Pool Vans and Two Paratransit Buses to The Heart Charitable Foundation**

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer two (2) Retired Van Pool Vans and two (2) Paratransit Buses to The Heart Charitable Foundation.

BACKGROUND:

LYNX staff has identified one (1) Dodge Caravan, one (1) Ford E350 and two (2) Turtle Top Paratransit buses for retirement. The Heart Charitable Foundation has expressed an interest in receiving the LYNX retired revenue vehicles to transport low income families and those with disabilities.

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. Upon Board of Directors approval, LYNX staff will continue to work with The Heart Charitable Foundation 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.

LYNX Finance & Audit Committee Agenda

Vehicle Profile

Acquisition Date	Acquisition Value	Activity Code	Class	Company Asset Number	Description	Mfg Serial No	System Number	Net Book as of 7/30/22
8/31/2007	\$28,300	A	OV	27758	2007 Ford E350	1FDSS31L87DB11438	11546	\$0
1/10/2011	\$20,672	A	OV	33110	2011 Dodge Caravan	2D4RN4DG0BR644939	13664	\$0
12/31/2013	\$72,023	A	RV	131399	Turtle Top Bus	1FDFF4FLDD827555	16940	\$0
9/15/2015	\$73,515	A	RV	150447	Turtle Top Bus	1FDFF4FS6FDA28118	18662	\$0
Total	\$194,510							\$0

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the two (2) Van Pool Vehicles and two (2) Paratransit Buses is \$0.

LYNX Finance & Audit Committee Agenda

Action Agenda Item #6.A.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext:

Item Name: Authorization to Implement August 21, 2022 Service Changes

Date: 7/21/2022

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to implement the proposed service changes effective August 21, 2022.

BACKGROUND:

On September 23, 2021, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect August 21, 2022. One in-person only and virtual hearing/workshop was held. LYNX customers and the public provided input on the service changes at the following workshops/public hearings:

Date/Time: Tuesday, June 28, 4-6 PM
Location: LYNX Central Station, Orlando, FL

Date/Time: Wednesday, June 29, 5-7 PM
Location: Virtual

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

The public comment period for the proposed service changes ran from June 15, 2022 through July 16, 2022. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and Twitter.

LYNX Finance & Audit Committee Agenda

Aug. 21 Service Proposal

SCHEDULE ADJUSTMENTS

- **Link 7** – South Orange Avenue/Florida Mall (Orange County)
- **Link 11** – South Orange Avenue/Orlando International Airport (Orange County)
- **Link 18** – South Orange Avenue/Kissimmee (Orange County)
- **Link 19** – Richmond Heights (Orange County)
- **Link 40** – Americana Boulevard/Conroy Road/Universal Orlando (Orange County)
- **Link 46W** – West SR 46/Seminole Town Centre (Seminole County)
- **Link 51** – Conway Road (Orange County)
- **Link 56** – West U.S. 192/Magic Kingdom (Orange County/Osceola County)
- **Link 107** – U.S. 441 (Orange Blossom Trail)/Florida Mall (Orange County)
- **Link 108** – South U.S. 441 (Orange Blossom Trail)/Kissimmee (Orange County/Osceola County)
- **Link 301** – Disney Direct/Pine Hills (Orange County)
- **Link 302** – Disney Direct/Rosemont (Orange County)
- **Link 303** – Disney Direct/Washington Shores (Orange County)
- **Link 304** – Disney Direct/Rio Grande/Vistana (Orange County)

ROUTE and/or SCHEDULE ADJUSTMENTS

- **Link 23** – Winter Park/Springs Plaza (Orange County/Seminole County) – Changing layover to Seminole State College. Minor schedule adjustments.
- **Link 111** – OIA/SeaWorld (Orange County) – Discontinue service on Academic Drive. Route will use Central Florida Parkway between Westwood Drive and Sea Harbor Drive.
- **FastLink 407** – Kissimmee/Orlando International Airport/Lake Nona (Osceola County/Orange County). – Will serve Nemours Children’s Hospital only on inbound trips to Orlando International Airport and Kissimmee.
- **NeighborLink 611** – Ocoee (Orange County) – Extending zone south to Health Central Hospital and Walmart Supercenter. Discontinue service along Clarcona Rd. Renumber as NeighborLink 811.
- **NeighborLink 612** – Winter Garden (Orange County) – Extend zone north to North Fullers Cross Road and south to SR 429, Stonybrook West Parkway and Avalon Road. Change zone

LYNX Finance & Audit mmittee Agenda

in Oakland. Renumber as NeighborLink 812.

- **NeighborLink 613** – Pine Hills (Orange County) – Extending zone south to SR 408 and west to Health Central Hospital and Walmart Supercenter. Renumber as NeighborLink 813.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff anticipates the changes proposed to be budget neutral.