

LYNX Finance & Audit Committee Agenda

Meeting Date: 03/24/2026
Meeting Time: 1:00 PM

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Board Room
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 - February 19, 2026

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's Report

5. Consent Agenda


A. Request for Proposal (RFP)

-  Authorization to Release a Request for Proposal (RFP) for Occupational Health Services Pg 7
-  Ratification of Submittal of the Fiscal Year 2026 Transit Development Plan Minor Annual Update Pg 8
to the Florida Department of Transportation (FDOT)


B. Award Contracts





-  Authorization to Negotiate and Award Contract 26-C053 to PYE-Barker Fire & Safety, LLC for Amerex & Fogmaker Portable Fire Extinguisher and Vehicle Suppression System for a Not to Exceed (NTE) Amount of \$441,008 for the Initial Two (2) Year term Pg 10




C. Extension of Contracts

-  Authorization to Exercise the Second Option Year of Contract 22-C48 with Barracuda Building Pg 12
Corporation for the Installation of Bus Shelters and Amenities Throughout the LYNX Service Area
and Increase the Not to Exceed (NTE) Amount to \$11,500,000





D. Miscellaneous

-  Authorization to Execute MetroPlan Orlando's FY2026-2027 Unified Planning Work Program (UPWP) Pg 14
Pass-Thru Funding Agreement in the Amount of \$480,000

-Attachments 
-  Authorization to Submit 2026 Title VI Program Update to the Federal Transit Administration (FTA) Pg 34
-  Authorization to Enter into a Memorandum of Understanding with Orlando Police Department Pg 36
for Law Enforcement Services and Master Staffing Agreement with Off Duty Management, Inc.
for a Not to Exceed Amount of \$387,000
-  Ratification of Contract 26-C047 to Commercial Risk Management, Inc. for Third Party Pg 38
Administrator Services for Workers' Compensation, Tort, Public Liability and Claims Subrogation
for a Not to Exceed (NTE) Amount of \$1,139,925 for the Initial Three (3) Year Term

- v.  Authorization for LYNX Insurance Broker to Negotiate and Bind Property, Fiduciary Liability, and Pollution Coverages Pg 40
- vi.  Authorization to Sign a Facilities Use Agreement with Valencia College for Parking Space for NeighborLink Vehicles Pg 42
- vii.  Authorization to Execute a Contract Modification to Freebee Contract 26-C017 to Include Requirements Related to the Valencia College Parking Agreement Pg 43

6. Action Agenda

- A.  Ratification of Block Grant for Operating Assistance and Execute a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) and Adoption of Resolution 26-004 Pg 44
 -Attachments 
- B.  Authorization to Approve FY2025 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program Pg 47
- C.  Authorization to Purchase Property for the LYNX Southern Operations and Maintenance (O&M) Facility for a Not to Exceed (NTE) Amount of \$13,500,000 Pg 48

7. Discussion

- A.  FY2026 1st Quarter Results Pg 51
- B.  FY2027 Preliminary Operating Budget Pg 52

8. Other Business

9. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Finance and Audit Committee Minutes

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

DATE: February 19, 2026

TIME: 1:30 p.m.

Members in Attendance:

Kurt Petersen, Orange County, Chair
Jose Fernandez, City of Orlando
Leslie Felix, Osceola County
Tim Jecks, Seminole County
Jo Santiago-Mercer, FDOT, 5th District

Staff in Attendance:

Leonard Antmann, Chief Financial Officer
Michelle Daley, Director of Finance
David Vance, Manager of Financial Planning & Analysis

1. Call to Order

Chair Petersen called the meeting to order at 1:30 p.m.

2. Approval of Minutes

A motion to approve the January 15, 2026 Finance and Audit Committee meeting minutes was made by Jose Fernandez and seconded by Tim Jecks. Motion passed unanimously.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

Lenny Antmann, Chief Financial Officer, provided the following updates:

- Fixed-route ridership has stabilized at approximately 62,000–64,000 daily trips, while paratransit volumes continue to exceed prior-year levels.
- The annual audit is progressing with no issues identified to date; the external auditors' report will be presented in March. The triennial FTA audit is also underway, with required documentation submitted and further direction pending.
- Next month, staff will present multiple FY27 operating budget models.
- The investment report, required quarterly, was inadvertently omitted from this month's published agenda. With the committee's approval, staff requests to present it this month.
- Lastly, at the request of the Board Chair, the February Oversight and Board meetings have been canceled.

5. Consent Agenda

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Consulting Services for LYNX's Transit

B. Extension of Contracts

- i. Authorization to Exercise the Second Option Year of Contract 22-C54 with Tolar Manufacturing Company, Inc. for the Manufacturing of Commercial Style Transit Shelters and Increase the Not to Exceed (NTE) Amount to \$4,500,000

C. Miscellaneous

- i. Authorization to Extend Sub-Recipient Awards and to Enter into Sub-Recipient Agreements with the Selected Human Services Agencies
- ii. Authorization to Purchase Remix Transit Planning Software-as-a-Service Through Cooperative Purchasing Contract: 791 Contract Number 791202309001 for a Not to Exceed Amount of \$207,400
- iii. Authorization to Execute a Contract Modification with Denovo Ventures, LLC to Remove the Human Capital Management Payroll Application from the Oracle Enterprise Resource Planning System
- iv. Authorization to Increase the Not to Exceed (NTE) Amount of Contract 21-C46 with Kimley-Horn and Associates, Inc. for Architectural and Engineering Services for Bus Shelters and Associated Amenities, Transfer Centers, and LYMMO to \$4,900,000
- v. Authorization to Auction Surplus Capital Items

Leslie Felix made a motion to approve Consent Agenda items 5.A.i. – 5.C.v. Second by Jo Santiago-Mercer. Motion passed unanimously.

6. Action Agenda

A. Authorization to Implement April 26, 2026, Service Changes

Bruce Detweiler, Manager of Service Planning, presented the April 26 service change proposal, highlighting outreach efforts, key route adjustments, and financial impact. Public engagement will include two information sessions and one hearing. Major changes involve transitioning Neighbor Link to a fully on-demand model with Freebee as the new provider. These changes will not increase service hours, with minimal financial impact except for a slight reduction in Shingle Creek CDD contributions.

Leslie Felix made a motion to approve Action 6.A, second by Jo Santiago-Mercer. Motion passed unanimously.

B. Election of the 2026 Finance and Audit Committee Officers

Chair Petersen recognized James Goldsmith, LYNX General Counsel, to moderate the election of officers. Leslie Felix nominated Tim Jecks as Chair, second by Kurt Petersen. Motion passed unanimously. Tim Jecks nominated Kurt Petersen as Vice Chair, second by Leslie Felix. Motion passed unanimously.

7. Discussion

A. FY2025 Preliminary Reserve Analysis

Lenny Antmann, CFO, presented the preliminary reserve analysis which indicates an adjusted Unrestricted Net Position of \$81.4M, down from \$109.4M last year, reflecting the planned use of approximately \$28M in stabilization funds. Required reserves total \$48.4M, leaving roughly \$33M in stabilization funds as of September 30, 2025. Of that amount, \$26M is already committed for FY26 and previous Board actions, leaving only \$7–8M available for FY27.

Restricted reserves total \$16.1M, designated for specific capital and program uses.

The committee discussed whether to continue using stabilization funds for FY27. The consensus was to continue showing stabilization funds as a funding source for FY27 and address any potential policy changes separately. Members noted that funding partners can provide emergency support if necessary, reducing the need for excessive reserves.

Mr. Antmann confirmed the model will remain unchanged unless the committee requests a formal review.

B. FY2027 Budget Assumptions

Michelle Daley, Director of Finance, presented the FY27 budget development assumptions based on prior committee discussions. The budget will be based on the January 2026 level of service which includes reduced service in Seminole County, and funding partner contributions will follow the approved regional funding model. Multiple funding model scenarios will be brought back to this committee for consideration. FY27 represents the final year of available budget stabilization funds.

Revenue assumptions include no planned fare changes, with ridership and paratransit trips projected based on current trends. Preventive maintenance funding will return to the base level of \$6.8M, and ADA funding remains at \$2.5M. State operating assistance will reflect FDOT projections. Advertising revenue will align with contract minimums, and interest income is projected at approximately \$800K annually.

Expense assumptions include wage increases aligned with partner and union agreements, medical costs rising 8–10%, and continued transition of the fleet toward CNG and low/no-emission vehicles. Service planning efforts will focus on route optimization in coordination with our partners, and the rollout of an out-sourced on-demand NeighborLink service. Paratransit costs will follow current contracts and rising trip demand, with fleet decisions based on projected needs.

The FY27 budget development schedule includes Oversight and Finance reviews in March and April, presentations to counties in June and July, and final Board adoption in September.

C. FY2026 Q1 Investment Quarterly Report (added after publication)

Lenny Antmann, CFO, presented the FY26 Q1 Investment Report, fulfilling the updated investment policy requirement for quarterly updates to the Finance and Audit Committee. Future reports will be presented during the middle month following each quarter end.

Total investments as of December 31, 2025, were \$99.4M, approximately 8% lower than the prior year's \$108M. The investment total represents all Authority funds, including operating bank accounts, which are reported because they earn interest.

The portfolio remains compliant with policy limits. SBA balances have decreased from earlier levels to meet the 75% maximum requirement, with roughly 70–72% allocated to SBA at quarter-end. Treasury investments have increased significantly and now form a regular component of the portfolio; holdings grew to \$20M by Q1.

Benchmarking, a policy requirement, shows that LYNX's Treasury investments outperformed both 6-month and 1-year U.S. Treasury benchmarks each quarter. For Q1, LYNX earned approximately 3.77%, exceeding the comparable one-year Treasury rate of 3.46%.

Total investment earnings for FY26 were approximately \$4M, with quarterly returns declining consistent with federal interest rate reductions. As stabilization funds are drawn down, future investment income is expected to decrease due to reduced balances and lower market rates. SBA funds continue to outperform Treasuries by about thirty-seven (37) basis points, offering stronger returns than holding cash in bank accounts.

8. Other Business

The committee discussed the need to adjust the March 24 meeting time due to scheduling conflicts. The members reviewed their availability and agreed to **reschedule the March 24 meeting to 1:00 p.m.**

9. Adjourned

Meeting adjourned at: 2:15 p.m.

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Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Terri Settington
DIRECTOR OF HUMAN RESOURCES
Deborah Toler
Technical Contact

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Release a Request for Proposal (RFP) for Occupational Health Services

Date: 02/19/2026

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 Occupational Health Services.

BACKGROUND:

On December 9, 2021, the LYNX Board of Directors approved the award of Contract 22-C33 for occupational health services for three (3) years with two (2) one (1) year options. The second option year of this contract expires on January 10, 2027.

Occupational health services include pre-employment physical exams, post-accident physical exams, occupational medical exams (audiometry, spirometry and fit testing), drug/alcohol testing, Hepatitis B shots and return-to-work (fitness for duty) exams.

The contract for these services enables LYNX to meet the mandated requirements of the drug and alcohol testing rules issued by U.S. Department of Transportation as prescribed by Omnibus Transportation Employees Testing Act of 1991, as amended.

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes \$90,000 for occupational health services.

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Consent Agenda Item #5.A. ii

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Myles O'Keefe
Technical Contact
Patricia Whitton
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Ratification of Submittal of the Fiscal Year 2026 Transit Development Plan
Minor Annual Update to the Florida Department of Transportation (FDOT)

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit the FY2026 Transit Development Plan (TDP) Annual Update to the Florida Department of Transportation (FDOT) for approval to meet Block Grant funding requirements.

BACKGROUND:

Effective July 9, 2024, Rule 14-73, Florida Administrative Code, pertaining to TDPs for public transit agencies was updated to streamline the process, increase coordination with Metropolitan Planning Organizations, increase focus on prioritized projects, and establish a new submission deadline of March 1 for Major Updates and Annual Updates.

The LYNX TDP Annual Update is completed as a self-evaluation tool to review progress towards implementation of the schedule of projects identified in the 10-Year Operating and Capital Program established as part of the Major Update that is completed every five years. The TDP Annual Update provides an opportunity to assess LYNX's past year accomplishments and make modifications if priorities have changed.

The Annual Update also includes a new 10 year (2035), associated new 10-year projects, as well as an updated operating and capital program for LYNX over a ten-year planning horizon, covering the year for which funding is sought, and the nine subsequent years.

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Some of the accomplishments highlighted in the LYNX FY2026 TDP Annual Update, include:

- Completed construction on the Pine Hills Transfer Center and began facility operations in August 2025.
- Constructed 26 new bus shelters with 73 more shelters in-progress as part of the Orange County Accelerated Transportation Safety Program.
- Continued Southern Operations and Maintenance Facility planning.
- Completed the FY 2025 Transportation Disadvantaged Service Plan Minor Update.
- Completed the Federal Transit Administration (FTA) Pilot Program for Transit Oriented Development Planning along SR 436 from the Orlando International Airport to SR 50.
- Completed an Americans with Disabilities Act (ADA) assessment of LYNX bus stops and facilities.
- Continued coordination with the Greater Orlando Aviation Authority for a new Bus Transfer Facility at the Train Station.
- Updated the LYNX Human Services Transportation Plan.
- Implementation of major service change/service reductions as directed by Seminole County.
- Implementation of minor service changes to improve system-wide efficiency.
- Conducted a customer satisfaction survey.
- Implemented a new real-time bus tracker application.
- Continued coordination with MetroPlan Orlando for consistency with the Metropolitan Transportation Planning process.

The TDP is a needs-based assessment and is not financially constrained.

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes \$13,259,259 for the FDOT Block Grant. An approved TDP is required prior to FDOT release of any Block Grant funding.

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Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

From: Aubrey Moses
DIRECTOR OF MAINTENANCE
Aubrey Moses
Technical Contact

Phone: 407.841.2279 ext: 6105

Item Name: Authorization to Negotiate and Award Contract 26-C053 to PYE-Barker Fire & Safety, LLC for Amerex & Fogmaker Portable Fire Extinguisher and Vehicle Suppression System for a Not to Exceed (NTE) Amount of \$441,008 for the Initial Two (2) Year term

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract 26-C053 to PYE-Barker Fire & Safety, LLC for transit bus engine compartment fire suppression systems inspection and maintenance services in the not to exceed amount of \$441,008 for an initial term of two (2) years with (3) one (1) year renewal options.

BACKGROUND:

On April 24, 2025, the LYNX Board of Directors authorized the increase of the not to exceed amount to \$580,000 during Option Year One of Contract C23-C46 with PYE-Barker Fire & Safety, LLC for Vehicle Fire Suppression System Inspection and Maintenance. The First Option Year commenced on January 23, 2025. January 2026, LYNX opted to withdraw the second option year of the contract and commence the bidding process anew.

The original agreement with PYE-Barker Fire & Safety, LLC was approved by the LYNX Board of Directors on December 15, 2022. Contract modification 1 will supplement the current contract pricing in Exhibit K with fixed price list for the most commonly replaced items during inspection and repair. This change will foster cost transparency, mitigate risks related to increasing parts pricing and allow for more accurate projections.

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LYNX maintains a fleet of 268 Diesel and CNG transit buses. All are equipped with engine compartment FSS systems along with CNG fuel cylinder fire suppression as applicable. The fire suppression systems currently installed on the fleet are Amerex, Fogmaker and Kidde. The systems discharge in the event of a catastrophic fire in the engine compartment or CNG fuel storage locations. The contract services consist of semi-annual and annual inspections, five/six (5/6) year maintenance/service and ten/twelve (10/12) 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.

As the fleet continues to age, units require more extensive repairs and maintenance, including the replacement of fire suppression system components, to ensure compliance with safety regulations and optimal performance.

FISCAL IMPACT:

The FY2026 Approved Operation Budget includes \$102,000 for the provision of transit bus engine compartment fire suppression systems inspection and maintenance services. The overage will be offset by cost savings identified in other budget accounts within the same budget category.

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Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Jennifer Hall
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Exercise the Second Option Year of Contract 22-C48 with Barracuda Building Corporation for the Installation of Bus Shelters and Amenities Throughout the LYNX Service Area and Increase the Not to Exceed (NTE) Amount to \$11,500,000

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of contract 22-C48 with Barracuda Building Corporation for the Installation of Bus Shelters and Amenities throughout the LYNX Service Area and increase the not to exceed (NTE) amount to \$11,500,000.

BACKGROUND:

On April 8, 2022, the LYNX Board of Directors approved the award of Contract 22-C48 to Barracuda Building Corporation for the Installation of Bus Shelters and Amenities throughout the LYNX Service Area for three (3) years with two (2) one (1) year options with a not to exceed of \$3,128,583. On April 24, 2025, the LYNX Board of Directors approved the exercise of the first option year with a NTE of \$3,303,687. The first option year is set to expire on April 8, 2026.

The NTE was previously increased on August 28, 2025, to \$6,303,687. The NTE is now requested to be \$11,500,000. This increase to the NTE is largely due to the removal of 106 Seminole County bus shelters (and associated amenities), FDOT's rural bus shelter site grant, FDOT's St. Cloud bus bay improvement project, Tangelo Park's shelter project, and 264 shelters being installed as part of Orange County's Accelerated Transportation Safety Program (ATSP).

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For this contract, the contractor provides all Buy America compliant materials, supplies, labor, and equipment necessary for complete installation of bus shelters and amenities per specifications. This includes site preparation, pouring concrete, verification, assembly, and transportation of adequate shelter materials, attachment of the bus shelter, trash receptacle, bike rack, bench, sod installation, reinstallation of sprinkler heads, and site cleanup to the satisfaction of LYNX and the local jurisdiction.

FISCAL IMPACT:

The FY2026 Approved Capital Budget includes \$19,044,575 for the installation of new bus shelters and amenities. These projects are covered with ATSP funding and Federal Grants.

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Consent Agenda Item #5.D. i

To: LYNX Finance & Audit Committee

From: James Boyle
CHIEF DEVELOPMENT OFFICER
Prahallad Vijayvargiya
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Execute MetroPlan Orlando's FY2026-2027 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement in the Amount of \$480,000

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to execute MetroPlan Orlando's FY2026-2027 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged Funding in the amount of \$480,000.

BACKGROUND:

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

Annually, the Federal Transit Administration (FTA) and the Commission for the Transportation Disadvantaged (CTD) appropriate planning funds to MetroPlan Orlando. A portion of the Federal Metropolitan Planning Program (Section 5305 (d)) grant funds and Federal Highway Administration (FHWA) funds are passed through to LYNX to conduct transit planning tasks as set forth in the FY2026/2027 Unified Planning Work Program (UPWP) task 200. This agreement includes FY 2026/2027 planning funds in the amount of \$400,000. Additionally, The Florida

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Commission for the Transportation Disadvantaged appropriated planning funds in the amount of \$80,000.

LYNX will utilize passed through funds to specifically address planning activities identified according to the three (3) major sections of the MetroPlan Orlando Unified Planning Work Program (UPWP), which include: (1) MPO Plans and Administration, (2) Regional Planning/Public Participation, and (3) Transportation Planning. State planning funds for transportation disadvantaged services managed by MetroPlan Orlando are passed through to LYNX.

LYNX staff has coordinated with MetroPlan Orlando to define certain transit planning tasks and their funding levels which have been incorporated into the 2026/2027 fiscal year UPWP. The UPWP has been adopted by the MetroPlan Orlando Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

Attached to this Consent Agenda Item is a copy of the FY2026/2027 draft agreement with MetroPlan Orlando for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

FISCAL IMPACT:

The Approved FY2026 Operating Budget includes \$430,000 for planning projects eligible for Metroplan's UPWP funding.

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

WITNESSETH:

I. TERM OF AGREEMENT

The period of this Agreement shall begin on July 1, 2026, and shall terminate on June 30, 2027. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO. Notwithstanding any other provision of this "AGREEMENT", either party may terminate this AGREEMENT for convenience by providing thirty (30) days written notice to the other party.

II. PROJECT ADMINISTRATION

The ORGANIZATION Representatives will be:

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

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

The CONTRACTOR Representatives will be:

- 1) **Project Management**
James Boyle, Director of Planning and Development
455 N. Garland Avenue
Orlando, FL 32801
(407) 254-6036
JBoyle@golynx.com

2) Administrative Management
Prahallad Vijayvargiya, Senior Manager Grants
455 N. Garland Avenue
Orlando, FL 32801
(407) 254-6087
pvijayvargiya@golynx.com

3) Billing/Invoicing:
Nancy Navarro, Manager of Financial Reporting
455 N. Garland Avenue
Orlando, FL 32801
(407) 254-6048
nnavarro@golynx.com

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

III. **COMPENSATION**

The CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2026/2027 Orlando Urban Area Unified Planning Work Program (UPWP) as outlined in UPWP Task 200, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00). Of this amount, Four Hundred Thousand Dollars (\$400,000) shall be provided from the Consolidated Planning Grant (CPG) for FY 2026/2027.

Eighty Thousand Dollars (\$80,000) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2026/2027 planning grant.

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

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

IV. **PAYMENT**

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

Final invoices for the MetroPlan Orlando Fiscal Year (June 30, 2027) must be received and approved by MetroPlan Orlando on or before July 31, 2027. Work completed and/or costs incurred by the CONTRACTOR, or its consultants/subconsultants/contractors, must be invoiced to MetroPlan Orlando for MetroPlan Orlando's Fiscal Year in which the work occurred. Failure to invoice in a timely manner may result in refusal of payment as funds may no longer be available from the grants from which the funds are paid.

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

Prompt Payment

- A. MetroPlan Orlando requires that the prime Contractor or Consultant shall, before receipt of any progress payment under the provisions of this contract, certify that the prime Contractor or Consultant has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime Contractor or Consultant for all work completed and materials furnished in the previous period, less any retainage withheld by the prime Contractor or Consultant pursuant to an agreement with a subcontractor, as approved by MetroPlan Orlando for payment. MetroPlan Orlando shall not make any such progress payment before receipt of such certification, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both MetroPlan Orlando and the affected subcontractors and suppliers.
- B. MetroPlan Orlando requires the prime Contractor or Consultant shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both MetroPlan Orlando and the affected subcontractors or suppliers within such 30-day period.

V. GENERAL CONDITIONS

- A. **Patents** The CONTRACTOR shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. CONTRACTOR shall, at its own expense, hold harmless and defend the ORGANIZATION against any claim, suit or proceeding brought against the ORGANIZATION which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The CONTRACTOR shall pay all damages and costs awarded against the ORGANIZATION.
- B. **Termination for Default**
 - 1. The performance of Work under this Agreement may be terminated by the ORGANIZATION, in whole or in part, in writing, whenever it shall determine that the CONTRACTOR has failed to meet the performance requirements of this Agreement.
 - 2. The ORGANIZATION has a right to terminate for default if the CONTRACTOR fails to make delivery of the supplies or perform the Work, or if the CONTRACTOR fails to perform the Work within the time specified in the Agreement, or if the CONTRACTOR fails to perform any other provisions of the Agreement.
- C. **Termination for Convenience**
The ORGANIZATION may terminate this Agreement at its convenience with advance

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

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

D. Warranty

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

E. Time of Completion

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

F. Indemnification and Insurance

1. Indemnity

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

2. Insurance Requirements

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

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

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

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

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

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

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

(d.) **Insurance Certificates:**

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

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

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

G. Acceptance

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

H. Correction of Work

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

I. Right to Audit Records

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

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

J. Time is of the Essence

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

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

K. Information

All information and data furnished to or developed for the ORGANIZATION by the CONTRACTOR or its employees, pursuant to this Agreement, excluding previously

copywritten materials, shall be the sole property of the ORGANIZATION and all rights therein are reserved by the ORGANIZATION, except that the CONTRACTOR may disclose any such information to its corporate affiliates and their agents.

L. Extra Work

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

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

M. Familiarity with the Work

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

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

N. Title and Risk of Loss

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

VI. INDEPENDENT CONTRACTOR

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

VII. AUDIT AND INSPECTION

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

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

account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Program. Copies of these documents and records shall be furnished to FHWA, FTA, FDOT or their authorized representatives upon request.

VIII. ACCOUNTING RECORDS

- A. **Costs Incurred for the Project.** The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Organizations shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1 15 and 2 CFR 200.
- B. **Documentation of Project Costs.** All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices, or under separate cover, by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

IX. SUPPLEMENTAL AGREEMENTS

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

A "Third Party Subcontractor" letter (Exhibit B) shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.

X. RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS

- A. **Prohibitions.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
- 1) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - 2) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of

Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- 3) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the MPO.
- 4) Neither MetroPlan Orlando nor any of its contractors and consultants or their subcontractors and subconsultants shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of MetroPlan Orlando or the entities that are part of MetroPlan Orlando during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to MetroPlan Orlando, MetroPlan Orlando, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by MetroPlan Orlando or the locality relating to such contract, subcontract or arrangement. MetroPlan Orlando shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors and consultants to insert in each of their subcontracts, the following provision:
 - 5) "No member, officer or employee of MetroPlan Orlando or of the locality during his or her tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
 - 6) The provisions of this paragraph shall not be applicable to any agreement between MetroPlan Orlando and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.
 - 7) No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- B. Equal Employment Opportunity.** There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- C. Disadvantaged Business Enterprises.** Disadvantaged Business Enterprises (DBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

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

1. **Policy:** It is the policy of MetroPlan Orlando that disadvantaged businesses, as defined by *49 Code of Federal Regulations, Part 26*, shall have an opportunity to participate in the performance of Organization contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
2. MetroPlan Orlando and its contractors and consultants agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, the CONTRACTOR shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The MPO and its contractors, consultants, subcontractors and subconsultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the *Disadvantaged Business Enterprise Program Plan, Chapters 33 7 and 339, Florida Statutes*, and *Rule Chapter 14-78, Florida Administrative Code*.

It is understood and agreed that if the CONTRACTOR at any time learns that the certification it provided MetroPlan Orlando in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONTRACTOR shall provide immediate written notice to MetroPlan Orlando's Administrative Management as defined in Article II. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONTRACTOR in all lower tier covered transactions and in all aforementioned federal regulation.

- D. **Incorporation of Provisions.** The CONTRACTOR will include the provision of paragraphs (A) through (C) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as necessary as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material

breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

F. **Section 339.135(6)(a), Florida Statutes**

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

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

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

- A. The CONSULTANT shall comply and require its subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the CONSULTANT is in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.
- B. The CONSULTANT shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. **Title VI Assurances:** The CONSULTANT will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the CONSULTANT pursuant

thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The CONSULTANT shall include the attached Exhibit "C", Title VI Assurances, in all contracts with subconsultants and subcontractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

XII. INTELLECTUAL PROPERTY

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

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

XIII. MISCELLANEOUS PROVISIONS

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

understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud.

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

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

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

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

MetroPlan Orlando

Central Florida Regional Transportation Authority

By: _____
Signature

By: _____
Signature

Gary Huttman, Executive Director

Tiffany Homler Hawkins, Chief Executive Officer

Date: _____

Date: _____

Exhibit A - Project Scope & Budget
Original Budget

Central Florida Regional Transportation Authority Participation
FY 2026/2027 Orlando Urban Area Unified Planning Work Program
PL & TD Funded Tasks for FY 2026/2027

Element	Element Description	PL	TD	Total
200	LYNX Planning Activities	\$ 400,000.00	\$ 80,000.00	\$ 480,000.00

DRAFT

Exhibit B
Form Letter

July 1, 2026
Third Party Subcontractor
Address
City, State, Zip

Dear Subcontractor:

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

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

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

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

Sincerely,

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

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

EXHIBIT C

TITLE VI ASSURANCES

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

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

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

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

EXHIBIT D

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

AMOUNT: \$80,000

COMPLIANCE REQUIREMENTS:

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

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 200.

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

Matching: There is no matching requirement under this grant.

EXHIBIT E

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

FEDERAL AGENCY: Federal Highway Administration

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

AMOUNT: \$400,000

CFDA #: 20.200

COMPLIANCE REQUIREMENTS:

Allowed Activities:

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

CPG grant pass-through funds are intended to projects as enumerated in UPWP Task Number 200.

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

Cash Management: N/A

Eligibility:

Applicant eligibility:

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

Beneficiary eligibility:

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

Matching: NA

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

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

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

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. ii

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Myles O'Keefe
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Authorization to Submit 2026 Title VI Program Update to the Federal Transit Administration (FTA)

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit LYNX's Title VI Program Plan Update for 2026 – 2028 to the Federal Transit Administration (FTA) for concurrence.

BACKGROUND:

The Federal Transit Administration (FTA) approved the LYNX Title VI Program Plan for 2023-2025 with an expiration date of April 1, 2026. This update has been prepared consistent with the current FTA Circular 4702.1B, "Title VI for Federal Transit Administration Recipients." This update summarizes LYNX updates this program every three (3) years and submits to the FTA to be eligible for federal assistance.

LYNX engaged with Kimley Horn to complete and conduct any required analysis and prepare the Title VI program update compliant with the federal circular including both general requirements and specific requirements of larger fixed-route operators. FTA Circular 47602.1B specifically requires LYNX's Board of Directors review and approval of the Title VI Program prior to submittal to FTA.

When LYNX receives concurrence from the FTA, a final copy of the LYNX 2026-2028 Title VI Program Plan Update, and the letter of compliance will be made available to the Board of Directors.

LYNX Finance & Audit mmittee Agenda

FISCAL IMPACT:

The FY2026 Approved Operating and Capital Budgets include \$15,747,218 and \$173,810,714, respectively, in federal funds.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. iii

To: LYNX Finance & Audit Committee

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Orlando Rolon
Technical Contact

Phone: 407.841.2279 ext: 6167

Item Name: **Authorization to Enter into a Memorandum of Understanding with Orlando Police Department for Law Enforcement Services and Master Staffing Agreement with Off Duty Management, Inc. for a Not to Exceed Amount of \$387,000**

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Memorandum of Understanding (MOU) with the Orlando Police Department for Law Enforcement Services and a Master Staffing Agreement with Off Duty Management (ODM) utilizing a Cooperative Purchase Agreement for three (3) years for a not to exceed amount of \$387,000.

BACKGROUND:

LYNX has previously hired off-duty City of Orlando Police Officers to augment safety and security at LYNX Central Station and other locations as needed for the protection of LYNX passengers, facilities and other Authority owned assets. Officers working on LYNX security detail are employees of the City of Orlando and not employees or independent contractors of/for LYNX. LYNX maintains the ability to request that an individual officer(s) not be assigned/reassigned to LYNX security details.

The agreed upon Officer Rate for LYNX is \$46.00 per hour plus \$6.00 Off Duty Management (ODM) administrative fee per hour. The \$46.00 rate falls within the current Orlando Police Department officer pay rate structure. All officer rates are set and approved by Orlando Police Department and are subject to change at the agency's direction. ODM cannot guarantee any

LYNX Finance & Audit mmittee Agenda

officer pay rates independently and must follow direction from Orlando Police Department on all officer pay rate guidelines.

ODM shall support and provide administrative services for the coordination, management and provision of Orlando Police Department off duty uniform officers for outside employment services and will facilitate staffing the shifts as determined by LYNX and providing LYNX with a bi-weekly invoice for services provided.

The services shall be in accordance with the terms and conditions of LYNX Contract No. 26-C045 Off Duty Management Master Staffing Agreement and Sourcewell Cooperative Contract No. 051321-OFF, Public Safety Software.

FISCAL IMPACT:

The 2026 Approved Operating Budget includes \$105,621 for law enforcement services with the Orlando Police Department.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. iv

To: LYNX Finance & Audit Committee

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Brenda Atkinson
Technical Contact

Phone: 407.841.2279 ext: 6167

Item Name: **Ratification of Contract 26-C047 to Commercial Risk Management, Inc. for Third Party Administrator Services for Workers' Compensation, Tort, Public Liability and Claims Subrogation for a Not to Exceed (NTE) Amount of \$1,139,925 for the Initial Three (3) Year Term**

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of contract 26-C047 to Commercial Risk Management, Inc. for Third Party Administrator services for Workers' Compensation, Tort, Public Liability and Claims Subrogation for a not to exceed (NTE) amount of \$1,139,925 for the initial three (3) year term.

BACKGROUND:

On September 25, 2025, the LYNX Board of Directors authorized the release of a Request for Proposals (RFP) for Third Party Administrator services for Workers' Compensation, Tort, Public Liability and Claims Subrogation.

The RFP was released, posted on DemandStar, and sent directly to potential proposers on October 22, 2025. Proposals were due for submission on November 14, 2025. Five (5) proposals were received. The Source Evaluation Committee (SEC) met on February 2, 2026 in a public noticed meeting in accordance with Florida Sunshine Law to discuss proposals. The SEC scored the proposals as follows:

LYNX Finance & Audit Committee Agenda

Firm	Score	Ordinal Ranking
Preferred Governmental Claim Solutions	457	8
Commercial Risk Management, Inc.	456	9
Sedgwick Claims Management Services, Inc.	437	15
PMA Management Corporation	425	20
Johnston & Associates – OccuSure	383	23

The SEC requested presentations from the two firms with the lowest Ordinal Rankings, Commercial Risk Management, Inc. and Preferred Governmental Claims Solutions. On February 10, 2026 both firms presented the information in their proposals to the SEC. Following the presentations, the SEC updated their scores as follows:

Firm	Ordinal Ranking
Commercial Risk Management, Inc.	7
Preferred Governmental Claim Solutions	8

The cost submitted by Commercial Risk Management, Inc. was \$1,139,925 for the initial three (3) year term, \$390,505 for option year 1 and \$390,505 for option year 2.

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes \$380,000 Professional Services related to the administrative services of claims.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. v

To: LYNX Finance & Audit Committee

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Brenda Atkinson
Technical Contact

Phone: 407.841.2279 ext: 6167

Item Name: Authorization for LYNX Insurance Broker to Negotiate and Bind Property, Fiduciary Liability, and Pollution Coverages

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and bind coverage and premium for the renewal of its Property, Fiduciary Liability, and Pollution coverages with the assistance of Arthur J. Gallagher, Broker. The annual premiums are described below.

BACKGROUND:

At the Board of Directors meeting on March 27, 2025, the Board authorized the Chief Executive Officer (CEO) to negotiate and bind coverages sand premium for these coverages. This was executed for one year, beginning on April 1, 2025, and ending on April 1, 2026.

Property and Fiduciary coverages are for a one (1) year policy period (April 1, 2026 – April 1, 2027) and the Pollution coverage is for three (3) year policy period (April 1, 2026 – April 1, 2029).

Premiums	2025	2026	% Change	\$ Difference
Property Program	\$ 235,330	\$ 224,753	-4.49%	-\$10,577
Pollution Coverage	\$ 43,600	\$ 44,909	3%	\$1,309
Fiduciary Liability	\$ 9,776	\$ 9,776	0%	\$0.00
Total	\$ 288,706	\$ 279,438		

LYNX Finance & Audit Committee Agenda

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes \$349,496 for Property, Fiduciary Liability, and Pollution Coverages.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. vi

To: LYNX Finance & Audit Committee

From: Kimberly Frye
DIRECTOR OF MOBILITY SERVICES
Kimberly Frye
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Sign a Facilities Use Agreement with Valencia College for Parking Space for NeighborLink Vehicles

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to sign a Facilities Use Agreement with Valencia College, permitting the Central Florida Regional Transportation Authority (d/b/a LYNX) to use specific parking areas on Valencia College property for NeighborLink vehicles operated by Freebee.

BACKGROUND:

Valencia College has agreed to permit LYNX to use designated campus parking areas for storing NeighborLink vehicles. These vehicles are operated by Freebee, a subcontractor of LYNX, but Valencia requires the agreement to be made directly with LYNX rather than with Freebee. According to the agreement, LYNX is responsible for supervising Freebee and ensuring that all third-party contractors comply with Valencia's rules, regulations, and conditions of use.

FISCAL IMPACT:

There is no fiscal impact associated with this item. Valencia College is permitting the use of the designated parking area at no cost to LYNX.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. vii

To: LYNX Finance & Audit Committee

From: Kimberly Frye
DIRECTOR OF MOBILITY SERVICES
Kimberly Frye
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Execute a Contract Modification to Freebee Contract 26-C017 to Include Requirements Related to the Valencia College Parking Agreement

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract modification to the Freebee Agreement to include requirements related to the Valencia College parking agreement.

BACKGROUND:

LYNX is seeking Board approval to enter into a Facilities Use Agreement with Valencia College that would allow LYNX to use designated campus parking areas for NeighborLink vehicles operated by Freebee. Because Valencia requires the agreement to be executed directly with LYNX—not Freebee—a contract modification to the existing Freebee contract is necessary. The contract modification will specify Freebee's responsibilities regarding parking, compliance with Valencia's rules, and coordination with LYNX as the contracting entity.

FISCAL IMPACT:

There is no fiscal impact associated with this contract modification.

LYNX Finance & Audit Committee Agenda

Action Item #6.A

To: LYNX Finance & Audit Committee

From: James Boyle
CHIEF DEVELOPMENT OFFICER
Prahallad Vijayvargiya
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Ratification of Block Grant for Operating Assistance and Execute a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) and Adoption of Resolution 26-004

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' ratification of the Block Grant for Operating Assistance in the amount of \$12,114,144, submitted on March 2, 2026, to FDOT District 5 for FY2027, and to approve the adoption of Resolution 26-004.

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 FY2027 LYNX Block Grant funding. FDOT will obligate funds in the amount of \$12,114,144 under FM 442454-1-84-05. Resolution 26-004 is attached.

FISCAL IMPACT:

The FY2026 Approved Operating Budget includes \$13,259,259 for the State Operating Assistance grant.

CFRTA RESOLUTION NO. 26-004

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO RATIFY THE BLOCK GRANT FOR OPERATING ASSISTANCE AND EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) IN THE AMOUNT OF \$12,114,144.

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 (BOARD) has the authority and believes it is in the best interest of LYNX to authorize the CEO, or designee, to ratify, 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 has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT in FY2027.
3. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to execute a Public Transportation Grant Agreement with the FDOT in the amount of \$12,114,144 dollars on behalf of LYNX and the ability for the CEO to ratify the application, and subsequently submit amendments, warranties, certifications and any other documents in connection with the Grant Application and acceptance.
4. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation.
5. The BOARD authorizes Tiffany Homler Hawkins, 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.
6. The above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CFRTA RESOLUTION NO. 26-004

RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO RATIFY THE BLOCK GRANT FOR OPERATING ASSISTANCE AND EXECUTE A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) IN THE AMOUNT OF \$12,114,144.

APPROVED AND ADOPTED this 26th day of March 2026 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

Action Item #6.B

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Approve FY2025 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Authorize Approval of the FY2025 Annual Comprehensive Financial Report and Subsequent Submittal to the Government Financial Officers Association's (GFOA) Certificate of Achievement Program.

BACKGROUND:

In accordance with Chapter 218.39, Florida Statutes, LYNX is required to have an annual financial audit performed by an independent certified public accountant.

The Single Audit Act Amendments of 1996 require state or local governments that receive at least \$750,000 in Federal financial assistance in a year to have an independent audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. The State of Florida recently enacted similar legislation, the Florida Single Audit Act, related to audits of State financial assistance Pursuant to these Acts, LYNX's independent certified public accountants, Forvis Mazars, LLP, have conducted the audit for the fiscal year ended September 30, 2025.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Finance & Audit Committee Agenda

Action Item #6.C

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Myles O'Keefe
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Authorization to Purchase Property for the LYNX Southern Operations and Maintenance (O&M) Facility for a Not to Exceed (NTE) Amount of \$13,500,000

Date: 03/24/2026

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase a 21.4 acre property in Osceola County located at the intersection of Osceola Parkway and Bill Beck Boulevard (parcel # 02-25-29-00U0-0032-0000) for the not to exceed amount of \$13,500,000.

BACKGROUND:

Currently, LYNX has one permanent maintenance facility in northern Orange County (LYNX Operations Center – “LOC”) which houses 252 buses (204 CNG, 14 electric and 38 diesel), and a small, satellite facility leased from the City of Kissimmee in Osceola County (Osceola Satellite Facility - “OSF”) which holds 50 diesel buses. In addition to meeting maintenance needs, these facilities also serve as a hub for bus operators, as well as multiple customer service and back-of-house operations related to the ongoing management of a large vehicle fleet. LOC was built in 2007 and has a design capacity of 250 buses. The site currently services 252 buses and is over its designed capacity for vehicles. Additionally, LYNX has plans to expand its fleet of electric buses. There is no capacity to house any additional buses, or the electric charging infrastructure at LOC. A new operations and maintenance facility is needed to support LYNX’s operations.

The subject property (the “Property”) consists of one parcel that totals 21.4 acres.

LYNX Finance & Audit Committee Agenda

The site is in northern Osceola County, approximately 0.5 miles from the border with Orange County. It is located immediately south of East Osceola Parkway and bounded by the Florida Turnpike to the east and Bill Beck Boulevard to the west and south.

The site is vacant and undeveloped. There are no submerged lands on the property, while there are wetlands present. Approximately 40% of the Property is within the 100-year floodplain.

The site is in a developed, suburban area that has a mixture of surrounding land uses including institutional, commercial, and residential. It is adjacent to a 6-lane major arterial to the north, as well as the Florida Turnpike, a limited access expressway, to the east. Surrounding properties to the west and south include a gas station, the Napleton Chrysler Jeep automobile dealership, single family residential neighborhoods, the Iglesia Nazaret Church and Christian Academy, and the Imagine Kissimmee Charter Academy.

The zoning is for mixed use – planned unit development and the future land use is General Commercial. The Property is owned by KCS KISM 1 LLC (Karis).

Since Staff last provided an update to the LYNX Oversight Committee in June 2025, Staff have overseen the following activities:

- August 2025:
 - Preliminary Geotechnical Engineering Evaluation Completed
 - Topographical and Boundary Surveys Completed
 - Received property appraisal for the Southern Operations and Maintenance Bus Facility
- September 2025:
 - In accordance with FTA requirements, LYNX received an appraisal review
- October 2025:
 - LYNX, through its real estate broker, NAI Realvest, submitted letters of interest to the property owner and its real estate broker; with the initial offer declined and the second receiving a counteroffer
 - LYNX requested that the property owner conduct its own appraisal of the site, given the distance between the offer and counteroffer.
- December 2025:
 - LYNX received a copy of the appraisal for the site ordered by the property owner.
 - LYNX received an updated offer from the property owner.
- January 2026:
 - NAI Realvest, on behalf of LYNX, submitted an updated Letter of Interest to purchase the property; which received a counteroffer.
- February 2026:
 - NAI Realvest submitted an updated Letter of Interest to purchase the property for; the owner and its representatives did not counter and held firm to their prior price.
 - NAI Realvest submitted an updated Letter of Interest with the best and final offer of \$13,500,000 for the property.
 - LYNX received notice that property owner accepted the offer of \$13,500,000 for the property.

LYNX Finance & Audit mmittee Agenda

Since the offer price of \$13,500,000 is above the appraised value of \$10,050,000, LYNX must receive concurrent from the Federal Transit Administration (FTA) on an Administrative Settlement. Staff have drafted a letter to send to the FTA for their review and concurrence.

In addition, Staff will conduct a public meeting regarding the Southern Operations and Maintenance Bus Facility. This will be conducted virtually, in an open house format.

FISCAL IMPACT:

The FY2026 Approved Capital Budget includes \$13,500,00 for the acquisition of property for the Southern Operations Facility.

LYNX Finance & Audit Committee Agenda

Discussion Item #7.A

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: FY2026 1st Quarter Results

Date: 03/24/2026

LYNX staff will present the FY2026 1st Quarter results.

LYNX Finance & Audit Committee Agenda

Discussion Item #7.B

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: FY2027 Preliminary Operating Budget

Date: 03/24/2026

LYNX staff will present the FY2027 Preliminary Operating Budget.