

# LYNX Oversight Committee Agenda


Meeting Date: 07/25/2024  
Meeting Time: 11:00 AM

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

-  Oversight Committee Minutes 5.23.24

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## 3. Public Comments



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

## 4. Chief Executive Officer's Report

## 5. Finance & Audit Committee Report

## 6. Consent Agenda



### A. Invitation for Bid (IFB)

-  Authorization to Issue an Invitation for Bid (IFB) for the LYNX Facilities Climate Control/HVAC Systems Repair and Maintenance
-  Authorization to Issue an Invitation for Bid (IFB) for Hose Reel and Lubricant Line Replacement in the Maintenance Shop and Fuel Service Island Located at the LYNX Operations Center (LOC A/C)

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### B. Award Contracts

-  Authorization to Negotiate and Award a Contract for the Painting of Exterior Building and Interior Terminal Areas at LYNX Central Station (LCS) to Quick Painting Group Corp. for a Not to Exceed Amount of \$340,494
-  Authorization to Negotiate and Award a Contract for the LYNX Central Station (LCS) Passenger Terminal Restroom Renovations to Orange Avenue Enterprises, LLC for a Not to Exceed Amount of \$769,615

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### C. Extension of Contracts

-  Authorization to Exercise the Second Option Year of Contract 20-C80 for Audit Services with MSL, PA
-  Authorization to Ratify Exercising the First Option Year of Contract 21-C38 with Akerman, LLP for Federal Lobbying Services and Increase the Not to Exceed (NTE) to \$460,000
-  Authorization to Exercise the First Option Year of Contract 22-C86 with Gillig, LLC for the Provision of Voith Transmissions and Increase the Not to Exceed (NTE) to \$475,000
-  Authorization to Exercise the First Option Year of Contract 22-C85 with Stewart & Stevenson FDDA, LLC and Increase the Not to Exceed (NTE) to \$280,000

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## D. Miscellaneous

- |       |   |       |
|-------|---|-------|
| i.    |  Authorization to Increase the Not to Exceed (NTE) for Contract 23-C51 with Towlando Towing & Recovery, Inc. for Heavy Duty Bus Towing Services to \$345,000   | Pg 23 |
| ii.   |  Authorization to Transfer Forty-One (41) Retired Computers to The Christian Tech Center Ministries, Inc.  | Pg 24 |
| iii.  |  Authorization to Transfer One (1) Retired 35' Low Floor Diesel Bus to the Central Florida Disaster Medical Coalition  | Pg 27 |
| iv.   |  Authorization to Execute MetroPlan Orlando's FY2024-2025 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement in the Amount of \$533,250  | Pg 29 |
|       | -Attachments   |       |
| v.    |  Authorization to Dispose of Items Accumulated Through the Lost and Found Process  | Pg 49 |
| vi.   |  Authorization to Adopt Resolution 24-005 Approving a Change to the LYNX Money Purchase Plan   | Pg 51 |
|       | -Attachments   |       |
| vii.  |  Authorization to Adopt Resolution 24-006 Approving a Change to the LYNX Defined Contribution Plan for BU Employees  | Pg 56 |
|       | -Attachments   |       |
| viii. |  Authorization to Adopt Resolution 24-007 Approving a Change to the LYNX Deferred Compensation Plan  | Pg 61 |
|       | -Attachments    |       |
| ix.   |  2024 Minor Update to the Transportation Disadvantaged Service Plan (TDSP)   | Pg 67 |
| x.    |  Authorization to Enter into a Sole Source for the Procurement of Real Time and Digital Signage to Trapeze Software Group, Inc./TripSpark, to Ensure Compatibility, for the LYNX Central Station Departure Board for a Total Cost Not to Exceed of \$343,000 | Pg 70 |
| xi.   |  Authorization to Enter into a Sole Source for the Procurement of Real Time and Digital Signage to Trapeze Software Group, Inc./TripSpark, to Ensure Compatibility, for the Pine Hills Bus Transfer Center for a Total Cost Not to Exceed of \$235,000       | Pg 72 |
| xii.  |  Authorization to Execute Change Order No. 3 for the Pine Hills Bus Transfer Center to McCree Design Builders, Inc. in the Amount of \$254,556   | Pg 74 |
| xiii. |  Authorization to Ratify Executing a Contract with Baker & Hostetler, LLP for Legal Services Related to Proposed Changes to the LYNX Defined Contribution Plan for BU Employees for a Term of Six Months in the Not to Exceed Amount of \$10,000             | Pg 76 |
| xiv.  |  Authorization to Execute Amendment 1 with Transdev Services, Inc., for LYNX Paratransit Services  | Pg 78 |

## 7. Action Agenda

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|----|--|-------|
| A. |  Authorization to Implement August 25, 2024 Service Changes | Pg 80 |
|----|--|-------|

## 8. Discussion

- A.  LYNX Fare Structure Background

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## 9. Other Business

## 10. Adjourned

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

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

**LYNX**  
**Central Florida Regional Transportation Authority**  
**Oversight Committee Meeting Minutes**

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

**DATE:**       **May 23, 2024**

**TIME:**       **11:00 a.m.**

**Members in Attendance:**

Viviana Janer, Chair, Commissioner,  
Osceola County BoCC  
Brian Sanders, Orange County  
Christina Martin, City of Orlando  
Jamie Ledgerwood, FDOT  
Kristian Swenson, Seminole County

**Staff Members in Attendance:**

Tiffany Homler-Hawkins, Chief Executive Officer  
Leonard Antmann, Chief Financial Officer  
David Burrowes, Chief Operations Officer  
Carrie Sarver, Interim Chief Administrative Officer  
James Boyle, Interim Chief Planning & Development Officer

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**1.    Call to Order**

Chair Janer called the meeting to order at 11:00 a.m.

**2.    Approval of Minutes**

A motion to approve the April 25, 2024, Oversight Committee meeting minutes was made by Christina Martin and seconded by Brian Sanders. Motion passed unanimously.

**3.    Public Comments**

No one requested to address the Committee.

**4.    Chief Executive Officer's Report**

Tiffany Homler Hawkins, Chief Executive Officer, reported that LYNX Central Station is getting a refresh for the building's twenty-year anniversary.

The Public Service Bus applications are due tomorrow. This bus is for non-profits to be featured for the next year. Winners will be announced next week with the bus unveiling in Osceola County on June 20.

The American Heart Association selected LYNX for a grant that will place fifteen AEDs in the LYMMO line buses. This is the first pilot program in the nation.

## **5. Finance & Audit Committee Report**

Leslie Felix, Representative of the Finance & Audit Committee, was recognized. Ms. Felix reported that the Finance & Audit Committee met on Thursday, May 16, 2024.

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

The Amendment of the FY2024 Operating and Capital budgets was approved to move forward. The approval of the FY2025 Capital budget was also approved to move forward.

There was a presentation on the FY2024 2<sup>nd</sup> Quarter Operating results, and the Finance Committee did not have any concerns.

## **6. Committee Consent Agenda Items**

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

### **A. Request for Proposal (RFP)**

- i. Authorization to Release a Request for Proposal (RFP) for Fire Alarm System Monitoring, Inspection and Repair and Methane Detection System Inspection and Repair Services
- ii. Authorization to Release a Request for Proposal (RFP) for Vanpool Management Services

### **B. Miscellaneous**

- i. Authorization to Purchase One (1) Battery Electric Bus to Pilot in Fixed Route Service for a Not to Exceed Amount of \$1,160,000
- ii. Authorization to Purchase up to Fifteen (15) Replacement Vehicles and Twenty (20) Expansion Vehicles for ACCESS LYNX Paratransit Services with a Not to Exceed Amount of \$4,600,000
- iii. Authorization to Enter into a Grant Agreement with the American Heart Association in an Amount Not to Exceed \$42,000
- iv. Authorization to Solicit FY2025-2026 Project Applications for the Federal Transit Administration (FTA), Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities
- v. Authorization to Submit Grant Applications to the Federal Transit Administration for the Fiscal Year 2024 Apportionments \$63,456,333; to Sub-allocate FY2024 Orlando Urbanized Area Funding to Lake County Transit Services \$767,844 and Florida Department of Transportation \$18,771,571

Kristian Swenson made a motion to approve Consent Agenda items 6.A.i. through 6.B.iv. Second by Christina Martin. Motion passed unanimously.

Christina Martin made a motion to approve Consent Agenda item 6.B.v. Second by Brian Sanders. Motion passed unanimously with Jamie Ledgerwood abstaining.

## **7. Action Items**

Ms. Homler Hawkins stated that she would like to remove Action Item 7.D. from the agenda.

- A. Authorization to Submit a Grant Application to the Florida Department of Transportation (FDOT) for the FY2025 Intermodal Development Funding Program Grant in the Amount of \$2,900,000 and Execute Resolution 24-003

Commissioner Janer recognized Tiffany Homler Hawkins. Ms. Homler Hawkins stated that this is a grant opportunity with FDOT, with an \$850,000 grant through Congressman Frost's office, to complete the retro fit of the bus bays at LYNX Central Station to accommodate the 60' articulated buses.

Brian Sanders made a motion for Authorization to Submit a Grant Application to the Florida Department of Transportation (FDOT) for the FY2025 Intermodal Development Funding Program Grant in the Amount of \$2,900,000 and Execute Resolution 24-003. Second by Kristian Swenson. Motion passed unanimously with Jamie Ledgerwood abstaining.

- B. Approval to Amend the FY2024 Operating and Capital Budgets

Commissioner Janer recognized Lenny Antmann, Chief Financial Officer, to make the presentation. Mr. Antmann stated that the amendment is for \$4.5 million. Ridership has continued to increase, which increased customer fare revenue by \$1.8 million across all modes. TD contracts for the state were lower than last year, resulting in a decrease in Contract Services. Interest Income has been favorable. Federal and State revenues have increased due to a FEMA return for Hurricane Ian and an FDOT grant associated with the Vanpool program. The local revenue has increased due to an increased level of service to Disney and the Orange County ATSP program.

Wages increased due to an adjustment to the retirement program in the union contracts, and labor to service the Orange County ATSP program. Purchased Transportation has increased due to the number of trips provided.

The increase to the Capital Budget includes renovations at LYNX Central Station, one electric bus for a pilot program for the fixed route system, which is federally funded, and twenty-five paratransit vehicles that are funded with a grant from FDOT.

Christina Martin stated that she is happy that ridership is increasing and that the twenty-five vehicles, for paratransit, coincides with the increase in passengers.

Christina Martin made a motion for Approval to Amend the FY2024 Operating and Capital Budgets. Second by Jamie Ledgerwood. Motion passed unanimously.

C. Approval of the Preliminary FY2025 Capital Budget

Mr. Antmann continued with this item by stating that the Key Budget Assumptions include Revenue vehicle acquisition to right-size fleet, Passenger Amenities program improvements including the Orange County Shelter Program, Technological Improvements, Enhance Security infrastructure, Facility improvements, and land acquisition for a Southern Operations base.

The difference in the budget from last year of six million dollars is due to the Orange County ATSP program. Federal funding is the same level as in prior years.

Vehicle purchases account for about half of the Capital Budget with most of them for the paratransit program. Facility improvements and Passenger Amenities account for over seventy million of the Capital Budget.

Most of the funding is from the Federal government.

Kristian Swenson thanked Mr. Antmann for his clarification on the Southern Operations Center, including Board approval and the funding.

Kristian Swenson made a motion for Approval of the Preliminary FY2025 Capital Budget. Second by Brian Sanders. Motion passed unanimously.

D. Authorization to Implement June 23, 2024, Service Changes

This item was removed from the agenda.

**8. Discussion Items**

A. Review of the FY2024 2<sup>nd</sup> Quarter Operating Results

Mr. Antmann continued with this item by stating that revenues are favorable to budget by \$4.8 million, and expenses by \$1.5 million.

Customer fare revenue has increased. Contract Services are unfavorable due to a reduction in TD contracts, interest income is favorable due to high interest rates. Wages and Benefits are unfavorable due to the increase in the retirement program in the union contract. Other services is favorable due to planning studies that have not been completed yet, and the timing of contract maintenance.

B. Update on the Status of the Real-time Bus Information Program

Commissioner Janer recognized Doug Jamison, Program Administrator Innovation, to make the presentation. Mr. Jamison stated that the primary purpose is to communicate with customers how the system works, when buses arrive and when they depart. The second purpose is to communicate with customers regarding the weather, upcoming meetings and advertising, and also for emergency situations.

Modern technology is needed to update the departure screen in the terminal lobby, the bus bay departure boards and the SuperStops and Transfer centers. Digital technology is brighter and easier to read.

The Pine Hills SuperStop will be the prototype and have the new high-resolution displays, as they are included in the project. Funding will be pursued for the rest of the seventeen targeted SuperStops. Service Development grants, Community Project Funding requests, and Congressionally Directed Spending Requests are the sources of funding for this project.

Brian Sanders asked how the communication meets Title VI and limited English proficiency, particularly at the Pine Hills SuperStop. Mr. Jamison responded that text to speech would be utilized and both English and Spanish would be displayed. Commissioner Janer asked about the procurement of an app, since most customers do not know of other ways to find the information. Mr. Jamison stated that LYNX would need to put out an RFP for app development. Commissioner Janer stated that in Europe, screens are available at each bus stop as to when the next bus will arrive. She would like a study done to take this step to the next level. Ms. Homler Hawkins stated that this would be based on ridership and usage, and staff will look into getting a LYNX app for bus tracking.

Mr. Swenson asked about AI integration in transit schedules, and what is upcoming and the benefits that could be seen at LYNX. Mr. Jamison stated that this is part of the software program that would be put in the background to see what is happening and provided an example.

## **9. Other Business**

Mr. Swenson stated that there was discussion last month about the additional Budget Stabilization funds, and there was a notion that he was confused on their use for the Southern Operations Center. He provided excerpts to each Committee member from the Finance Committee report that shows that the Committee was advised by Mr. Antmann that was the specific use for those funds. He would like this in the record.

## **10. Adjourned**

Meeting adjourned at 11:50 a.m.

### **Certification of Minutes:**

I certify that the foregoing minutes of the May 23, 2024 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

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Assistant



# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Oversight Committee

**From:** Elvis Dovalles  
Director Of Maintenance  
Ricky Gonzalez  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Issue an Invitation for Bid (IFB) for the LYNX Facilities  
Climate Control/HVAC Systems Repair and Maintenance

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for the Climate Control/HVAC Systems Repair and Maintenance.

### **BACKGROUND:**

LYNX operates three owned and two leased facilities and is seeking a contractor to provide climate control/HVAC system repair and maintenance services for its owned facilities and leased facilities. LYNX has a capital project to replace the A/C systems in its major Facilities, that project may not be completed until 2026. Until the project is completed LYNX must continue to repair the A/C units that have an average age of 17 years. The contractor shall possess the ability to service, repair, and maintain the building Climate Control/HVAC twenty-four hours a day, seven days a week on an on-call basis.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

# LYNX Oversight Committee Agenda

## **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$100,000 for Climate Control/HVAC Systems Repair and Maintenance. Any additional funds needed will come from budget savings within contract maintenance services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.A. ii

**To:** LYNX Oversight Committee

**From:** Elvis Dovalles  
Director Of Maintenance  
Ricky Gonzalez  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Issue an Invitation for Bid (IFB) for Hose Reel and Lubricant Line Replacement in the Maintenance Shop and Fuel Service Island Located at the LYNX Operations Center (LOC A/C)

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release an Invitation for Bid (IFB) for the Hose reel and Lubricant line replacement in the Maintenance Shop and Service Island located at the LYNX Operations Center (LOC A/C).

### **BACKGROUND:**

When LYNX's Operations Center (LOC) became operational in 2007, the maintenance shop was designed to accommodate a fleet of 175 buses. Since then, the LOC bus fleet has grown to 294 buses. The fluid hose reels and dispensers are original to the facility and are well past their useful life. The dispensers are used for the scheduled and unscheduled maintenance of the bus fleet. The frequent failure and repair of this equipment results in large operating expenses. The failure also has an impact on vehicle maintenance operations.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

# LYNX Oversight Cmmittee Agenda

## **FISCAL IMPACT:**

The FY2024 Approved Amended Capital Budget includes \$220,800 for the Hose Reel and Lubricant line replacement in the Maintenance Shop and Service Island (LOC A/C).

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. i

**To:** LYNX Oversight Committee

**From:** Elvis Dovalés  
Director Of Maintenance  
Lismar Matos Hernandez  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Negotiate and Award a Contract for the Painting of Exterior Building and Interior Terminal Areas at LYNX Central Station (LCS) to Quick Painting Group Corp. for a Not to Exceed Amount of \$340,494

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to Quick Painting Group Corp. for the painting of the exterior building and interior terminal area at LYNX Central Station (LCS) for a not to exceed amount of \$340,494.

### **BACKGROUND:**

The LCS building was completed and opened to the public in November 2004, and LYNX is now looking forward to celebrating its 20th anniversary by providing interior and exterior painting to this building. Specifically, the areas to be painted are the building exterior and the interior terminal area. The goal is that this project is completed by October 31, 2024.

On February 21, 2024, the LYNX Board of Directors authorized the release of a Solicitation for this project. The Invitation for Bid (IFB) was released, posted on DemandStar, and sent directly to interested Vendors on May 22, 2024. The deadline for submission of bids was July 8, 2024, and the following is a list of Vendors considered responsive and responsible for this Solicitation:

# LYNX Oversight Committee Agenda

Vendors	Bid Amount
A-1 Orange Exterior Building Services, LLC.	\$444,915.22
Gregg Brown Painting Co., LLC.	\$258,054.75
J & H Painting Services, Inc.	\$236,479.67
JC KC Construction, LLC.	\$668,657.14
McDines Painting, Inc.	\$387,503.78
Quick Painting Group Corp.	\$309,539.80

The lowest responsive and responsible bidder was Quick Painting Group Corp. The total construction project amount including the 10% contingency is \$340, 494.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$340,500 for the painting of the exterior building and interior terminal area at LYNX Central Station (LCS).

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.B. ii

**To:** LYNX Oversight Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Lismar Matos Hernandez  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Negotiate and Award a Contract for the LYNX Central Station (LCS) Passenger Terminal Restroom Renovations to Orange Avenue Enterprises, LLC for a Not to Exceed Amount of \$769,615

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to Orange Avenue Enterprises, LLC for the Passenger Terminal Restroom Renovations at LYNX Central Station (LCS) for a not to exceed amount of \$769,615.

### **BACKGROUND:**

The LYNX Central Station (LCS) building was completed and opened to the public in November 2004, and LYNX is now looking forward to celebrating its 20th anniversary by providing Passenger Terminal restroom renovations.

On February 21, 2024, the LYNX Board of Directors authorized the release of a Solicitation for this project. The Invitation for Bid (IFB) was released, posted on DemandStar, and sent directly to interested Vendors on May 23, 2024. The deadline for submission of bids was July 2, 2024, and the following is a list of Vendors considered responsive and responsible for this Solicitation:

Vendor	Bid Amount
Orange Avenue	\$699,650

The lowest responsive and responsible bidder was Orange Avenue Enterprises, LLC. The total construction project amount including the 10% contingency is \$769,615.

# LYNX Oversight mmittee Agenda

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

The FY2024 Approved Amended Capital Budget includes \$800,000 available for passenger terminal restroom renovations at LYNX Central Station (LCS).



# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.C. i

**To:** LYNX Oversight Committee

**From:** Michelle Daley  
Director Of Finance  
Christopher Plummer  
Technical Contact

**Phone:** 407.841.2279 ext: 6014

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

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract 20-C80 for audit services with MSL, PA.

### **BACKGROUND:**

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

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

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

Interim testing for the FY2025 audit services RFP solicitation is scheduled to begin in August of 2025. Staff requests this final option period to end on June 30, 2025.

# LYNX Oversight Cmmittee Agenda

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$118,000 for audit services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.C. ii

**To:** LYNX Oversight Committee

**From:** Maurice Jones  
Director Of Procurement  
Maurice Jones  
Technical Contact

**Phone:** 407.841.2279 ext: 6057

**Item Name:** Authorization to Ratify Exercising the First Option Year of Contract 21-C38 with Akerman, LLP for Federal Lobbying Services and Increase the Not to Exceed (NTE) to \$460,000

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to ratify exercising the first option year of contract #21-C38 with Akerman, LLP for Federal Lobbying Services and increase the not to exceed (NTE) to \$460,000.

### **BACKGROUND:**

On May 27, 2021, the LYNX Board of Directors approved authorizing staff to negotiate and award a Contract #21-C38 to Akerman, LLP for Federal Lobbying Services for three (3) years with two (2) one (1) year options with a not to exceed of \$330,000.

The initial term of Contract #21-C38 expired last month in June. Since the June 27, 2024, LYNX Board of Directors meeting was cancelled, staff is requesting to ratify exercising the first option year back to the original expiration date of June 9, 2024.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

# LYNX Oversight Cmmittee Agenda

## **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$110,000 for federal lobbying services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.C. iii

**To:** LYNX Oversight Committee

**From:** Elvis Dovalles  
Director Of Maintenance  
Kenneth Nath  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Exercise the First Option Year of Contract 22-C86 with Gillig, LLC for the Provision of Voith Transmissions and Increase the Not to Exceed (NTE) to \$475,000

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 22-C86 with Gillig, LLC for the provision of Voith X-Change transmissions and increase the not to exceed (NTE) to \$475,000.

### **BACKGROUND:**

On July 28, 2022, the LYNX Board of Directors approved the award of Contract 22-C86 to Gillig, LLC for the provision of Voith X-Change transmissions used on transit buses for two (2) years with three (3) one (1) year options with a not to exceed of \$220,000. The initial term of Contract 22-C86 expires on September 22, 2024.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$189,000 for transmissions for transit buses. This project is funded with 100% Federal grants.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.C. iv

**To:** LYNX Oversight Committee

**From:** Elvis Davales  
Director Of Maintenance  
Kenneth Nath  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Exercise the First Option Year of Contract 22-C85 with Stewart & Stevenson FDDA, LLC and Increase the Not to Exceed (NTE) to \$280,000

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 22-C85 with Stewart & Stevenson FDDA, LLC for the provision of Allison transmissions and increase the not to exceed (NTE) to \$280,000.

### **BACKGROUND:**

On July 28, 2022, the LYNX Board of Directors approved the award of Contract 22-C85 to Stewart & Stevenson FDDA LLC for the provision of remanufactured Allison transmissions used on transit buses for two (2) years with three (3) one (1) year options with a not to exceed of \$175,000. The initial term of Contract 22-C85 expires on August 31, 2024.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$189,000 for transmissions for transit buses. This project is funded with 100% Federal grants.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. i

**To:** LYNX Oversight Committee

**From:** Elvis Dovalles  
Director Of Maintenance  
Elvis Dovalles  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Increase the Not to Exceed (NTE) for Contract 23-C51 with Towlando Towing & Recovery, Inc. for Heavy Duty Bus Towing Services to \$345,000

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Increase the Not to Exceed (NTE) for Contract 23-C51 with Towlando Towing & Recovery, Inc. for Heavy Duty Bus Towing Services to \$345,000.

### **BACKGROUND:**

LYNX entered into a contract with Towlando Towing & Recovery, Inc. for heavy duty bus and support vehicle towing services on December 15, 2022, for an initial term of two (2) years with three (3) one (1) year renewal options with a not to exceed amount of \$200,000 for the initial term. Due to an unexpected increase in fixed route bus, NeighborLink bus and support vehicle accidents and in-service failures, the not to exceed contract value has been surpassed and must be increased for the remainder of the contract initial term.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$97,000 for heavy duty bus and support vehicle towing services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. ii

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6014

**Item Name:** Authorization to Transfer Forty-One (41) Retired Computers to The Christian Tech Center Ministries, Inc.

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer forty-one (41) retired computers to The Christian Tech Center Ministries, Inc.

### **BACKGROUND:**

LYNX staff has identified forty-one (41) computers for retirement. The Christian Tech Center Ministries, Inc. has expressed an interest in receiving LYNX's retired computers to provide free technology services to out of work individuals, under privileged families, and socially disadvantaged communities. The Christian Tech Center Ministries, Inc. has provided the IRS their designation as an exempt organization under IRS Section 501(c)(3). Prior to being transferred, auctioned or disposed, all computer equipment is returned to their factory settings and all data erased.

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval to waive or transfer any obligation associated with the computers valued at \$0. Upon Board of Directors approval, LYNX staff will continue to work with The Christian Tech Center Ministry. If the transfer of the computers is not successful, LYNX staff will then include them in the upcoming public auction.



# LYNX Oversight Committee Agenda

## Asset Profile

Acquisition Date	Acquired Value	Class	Co Asset No	Description	Mfg Serial No	Sys No	Net Book Value
02/08/2009	\$1,482	CE	9078	Dell OptiPlex 960	63N34J1	12928	\$0
10/31/2014	\$711	FE	12647	OptiPlex Mini Tower		18216	\$0
10/31/2014	\$711	FE	12648	OptiPlex Mini Tower		18217	\$0
12/01/2014	\$1,101	FE	12736	Dell 9020Micro Computer	24KPQ22	18305	\$0
10/14/2015	\$907	FE	13594	Dell 9020M	GVT182	18881	\$0
10/14/2015	\$907	FE	13596	Dell 9020M	GVT182	18883	\$0
10/14/2015	\$907	FE	13597	Dell 9020M	GVT182	18884	\$0
01/14/2016	\$1,546	FE	13077	Dell Optiplex 7040	CVDG282	19197	\$0
01/14/2016	\$1,514	FE	13550	Dell Optiplex 9020	9PVG282	19212	\$0
04/27/2016	\$1,589	FE	13960	Dell 7040 Computer	35VG5B2	19329	\$0
04/27/2016	\$1,589	FE	13962	Dell 7040 Computer	35T7G82	19331	\$0
12/20/2016	\$1,474	FE	13966	Dell 7040 Computer	JHSRND2	19777	\$0
12/20/2016	\$1,474	FE	13971	Dell 7040 Computer	JHRFND2	19782	\$0
12/20/2016	\$1,474	FE	13973	Dell 7040 Computer	JHSQND2	19784	\$0
12/20/2016	\$1,474	FE	13976	Dell 7040 Computer	JHSGND2	19787	\$0
12/20/2016	\$1,474	FE	13978	Dell 7040 Computer	JHSNND2	19789	\$0
12/20/2016	\$1,474	FE	13983	Dell 7040 Computer	JHSPND2	19794	\$0
12/20/2016	\$1,474	FE	13985	Dell 7040 Computer	JHRJND2	19796	\$0
01/20/2017	\$1,054	FE	13993	Dell 7040 Computer	FZNDXG2	20001	\$0
01/20/2017	\$1,054	FE	13994	Dell 7040 Computer	FZMQXG2	20002	\$0
01/20/2017	\$1,054	FE	13995	Dell 7040 Computer	FZNRXG2	20003	\$0
01/20/2017	\$1,054	FE	13996	Dell 7040 Computer	FZNQXG2	20004	\$0
01/20/2017	\$1,054	FE	13997	Dell 7040 Computer	FZPDXG2	20005	\$0
01/20/2017	\$1,054	FE	13999	Dell 7040 Computer	FZPCXG2	20007	\$0
01/20/2017	\$1,054	FE	14000	Dell 7040 Computer	FZMRXG2	20008	\$0
01/20/2017	\$1,054	FE	14001	Dell 7040 Computer	FZNFXXG2	20009	\$0
02/08/2017	\$1,576	FE	14807	Dell 7040 Computer	D3S5DH2	20021	\$0
02/08/2017	\$1,576	FE	14805	Dell 7040 Computer	D3S9DH2	20025	\$0
02/08/2017	\$1,576	FE	14794	Dell 7040 Computer	D3R8DH2	20035	\$0
02/08/2017	\$1,576	FE	14793	Dell 7040 Computer	D3V9DH2	20036	\$0
02/08/2017	\$1,576	FE	14786	Dell 7040 Computer	D3T5DH2	20043	\$0
02/08/2017	\$1,576	FE	14785	Dell 7040 Computer	D3T6DH2	20044	\$0
02/03/2017	\$2,685	FE	14009	Surface pro 4 with Dual monitor	BG7GWG2	20046	\$0
03/04/2017	\$1,576	FE	14843	DELL 7040 Computer	4T9CDH2	20072	\$0
03/04/2017	\$1,576	FE	14847	DELL 7040 Computer	4T81DH2	20076	\$0
03/04/2017	\$1,576	FE	14850	DELL 7040 Computer	4TB0DH2	20079	\$0
04/27/2017	\$1,030	FE	13744	Dell 7040M Computer	FRHSHH2	20108	\$0
01/17/2018	\$1,221	FE	14638	Dell Optiplex 7050	1DXM9XM2	20660	\$0
02/13/2018	\$2,382	FE	14156	Dell 7050 Computer with Monitor	JMWTXM2	20665	\$0

# LYNX Oversight Cmmittee Agenda

02/13/2018	\$2,382	FE	14159	Dell 7050 Computer with Monitor	JMWXXM2	20668	\$0
07/30/2019	\$1,652	FE	15949	Dell Optiplex 7060	GGNW3Y2	21441	\$0
<b>Total</b>	<b>\$57,249</b>						

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The net book value for the forty-one (41) computers is \$0.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. iii

**To:** LYNX Oversight Committee

**From:** Michelle Daley  
Director Of Finance  
Kenneth Nath  
Technical Contact

**Phone:** 407.841.2279 ext: 6014

**Item Name:** Authorization to Transfer One (1) Retired 35' Low Floor Diesel Bus to the Central Florida Disaster Medical Coalition

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer one (1) retired 35' Low Floor Diesel Bus to the Central Florida Disaster Medical Coalition.

### **BACKGROUND:**

LYNX Asset Management staff identified one (1) retired 35' Low Floor Diesel Bus to transfer to the Central Florida Disaster Medical Coalition. This organization has expressed an interest in receiving a retired vehicle to convert into an Ambu-bus. This bus would be used as a mass casualty emergency transport vehicle. LYNX staff received IRS documentation detailing Central Florida Disaster Medical Coalition as a qualified 501(c)(3).

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval to waive or transfer any outstanding obligation associated with the vehicle and the related components. Upon Board of Directors approval, LYNX staff will continue to work with Central Florida Disaster Medical Coalition to facilitate the transfer of the vehicle. If the transfer of the vehicle is not successful, LYNX staff will then include it in the upcoming public auction.

# LYNX Oversight mmittee Agenda

## Vehicle Listing

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
13159	22-309	08/14/2009	RV	35' LF BRT-G27B102N4 Gillig Bus	9	\$323,646	\$0
13160	22-309A	08/14/2009	RV	Engine	5	\$20,024	\$0
13161	22-309B	08/14/2009	RV	Transmission	5	\$18,073	\$0
<b>Totals</b>						<b>\$361,743</b>	<b>\$0</b>

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE participation goal is not applicable for this activity.

### **FISCAL IMPACT:**

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

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. iv

**To:** LYNX Oversight Committee

**From:** **James Boyle**  
Interim Chief Planning And Development Officer  
**Prahallad Vijayvargiya**  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** **Authorization to Execute MetroPlan Orlando's FY2024-2025 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement in the Amount of \$533,250**

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization to execute MetroPlan Orlando's FY2024-2025 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 \$533,250.

### **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 FY2024/2025 Unified Planning Work Program (UPWP) task 200. This agreement includes FY 2024/2025 planning funds in the amount of \$453,250. Additionally, The Florida

# LYNX Oversight mmittee Agenda

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 2024/2025 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 FY2024/2025 draft agreement with MetroPlan Orlando for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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

**THIS AGREEMENT**, beginning on the last signature date set forth below (the "Effective Date"), by and between the Orlando Urban Area Metropolitan Planning Organization, the metropolitan planning organization for the Orlando and Kissimmee 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, 2024, and shall terminate on June 30, 2025. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO including work incurred by a consultant and/or subconsultant. 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](mailto: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](mailto:Jason.Loschiavo@metroplanorlando.gov)

Invoices may be submitted via email to [Finance@metroplanorlando.gov](mailto:Finance@metroplanorlando.gov).

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](mailto:JBoyle@golynx.com)



- 2) **Administrative Management**  
Prahallad Vijayvargiya, Senior Manager Grants  
455 N. Garland Avenue  
Orlando, FL 32801  
(407) 254-6087  
[pvijayvargiya@golynx.com](mailto: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](mailto: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 2024/2025 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 Five Hundred Thirty-Three Thousand Two Hundred Fifty Dollars and Zero Cents (\$533,250.00). Of this amount, Four Hundred Fifty-Three Thousand Two Hundred Fifty Dollars (\$453,250) shall be provided from the Consolidated Planning Grant (CPG) for FY 2024/2025.

Eighty Thousand Dollars (\$80,000) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2024/2025 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, 2025) must be received and approved by MetroPlan Orlando on or before July 31, 2025. 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. **Florida Department of Transportation (FDOT) DBE Policy.** For contracts using Federal Highway Administration (FHWA) planning funds, the Florida Department of Transportation (FDOT) DBE policy must be followed.

1. All proposals with PL (or other FHWA) funds as the payment source will not have DBE as part of the evaluation scoring process, i.e. evaluation and award will be race and revenue neutral. The evaluation scoring sheets should not have points on it.
2. The DBE goal is 10.67% for FHWA funds. This goal changes annually in October as set by FDOT.

- F. **E-Verify.** Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the MetroPlan Orlando.

- G. **Section 339.135(6)(a), Florida Statutes**

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

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

## XI. COMPLIANCE WITH FEDERAL CONDITIONS AND LAWS

- A. The CONSULTANT shall comply and require its subconsultants to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations



applicable to this Project. Execution of this Agreement constitutes a certification that the CONSULTANT is in compliance with, and will require its subconsultants to comply with, all requirements imposed by applicable federal, state, and local laws and regulations.

- B. The CONSULTANT shall comply with the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable and include applicable required provisions in all contracts and subcontracts entered into pursuant to this Agreement.
- C. **Title VI Assurances:** The CONSULTANT will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the CONSULTANT pursuant thereto, including but not limited to the requirements set forth in Exhibit "C", Title VI Assurances. The CONSULTANT shall include the attached Exhibit "C", Title VI Assurances, in all contracts with subconsultants and subcontractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

## **XII. INTELLECTUAL PROPERTY**

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

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

## **XIII. MISCELLANEOUS PROVISIONS**

- A. The CONTRACTOR shall not employ subcontractors without the advance written permission of the ORGANIZATION.
- B. Assignment of this Agreement: The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of ORGANIZATION; provided, however, that claims for money due or to become due to the CONTRACTOR from ORGANIZATION under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.
- C. The CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.
- D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Executive Director or his designee.

- E. The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.
- F. All disputes between the parties shall be resolved in accordance with the ORGANIZATION's Purchasing Policy.
- G. This Agreement is considered a non-exclusive Agreement between the parties.
- H. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- I. Any litigation arising out of this Agreement shall be had in the Courts of Orange County, Florida.
- J. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud.
- As to CONTRACTOR, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the CONTRACTOR as the act of the said CONTRACTOR.
- This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- K. This Agreement is valid and enforceable only upon being signed by persons authorized to bind the ORGANIZATION and the CONTRACTOR hereto.
- L. It is expressly understood and agreed to that the ORGANIZATION shall be bound by the terms of this Agreement only to the extent that there are Funds available in the fiscal year budgets to perform its obligations hereunder.

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

**MetroPlan Orlando**

**Central Florida Regional Transportation  
Authority**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Gary Huttman, Executive Director

Tiffany Homler Hawkins, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A - Project Scope & Budget**  
**Original Budget**

Central Florida Regional Transportation Authority Participation  
FY 2024/2025 Orlando Urban Area Unified Planning Work Program  
PL & TD Funded Tasks for FY 2024/2025

Element	Element Description	PL	TD	Total
200	LYNX Planning Activities	\$ 453,250.00	\$ 80,000.00	\$ 533,250.00

**Exhibit B**  
**Form Letter**

July 1, 2024  
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:** \$453,250

**CFDA #:** 20.200

**COMPLIANCE REQUIREMENTS:**

**Allowed Activities:**

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

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

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

**Cash Management:** N/A

**Eligibility:**

**Applicant eligibility:**

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

**Beneficiary eligibility:**

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

**Matching:** NA

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

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

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



# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. v

**To:** LYNX Oversight Committee

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

**Phone:** 407.841.2279 ext: 6014

**Item Name:** Authorization to Dispose of Items Accumulated Through the Lost and Found Process

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found items such as: handbags, books, phones, keys, backpacks, etc.

### **BACKGROUND:**

LYNX makes a reasonable attempt to find the rightful owner of any lost or abandoned property patrons leaves on its buses and or facilities. If the articles are unclaimed after a 90-day holding period, the articles become property of LYNX per Chapter 705, Florida Statutes (1996).

It is LYNX' policy to hold a quarterly auction to dispose of Board approved surplus assets. Prior to being auctioned, all electronic devices and cell phones are deleted or erased of personal data by the Auctioneer per contract. Electronic devices and cell phones which cannot be deleted or erased are recycled and shredded by the auctioneer in accordance to all local, state and federal regulations at no cost to LYNX.

See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

# LYNX Oversight Committee Agenda

## **Lost and Found Articles Items to Donate or Auction**

Article	Qty
Bag / Backpack	250
Bike	125
Book	24
Cane/Wheelchair	16
Cart	3
Case	51
Cellphone	210
Chair	1
Clothing	88
Cushion	1
Electronic	88
Footwear	9
Glasses	72
Glove	4
Jewelry	9
Key	75
Luggage	5
Package	2
Pillow	2
Table	1
Thermos/Mug/Cooler	18
Tool	8
Toy	10
Umbrella	47
Wallet/Purse	115
Watch	9
Grand Total	1243

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE participation goal is not applicable for this activity.

### **FISCAL IMPACT:**

The net proceeds from this sale will be included in non-operating revenue.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. vi

**To:** LYNX Oversight Committee

**From:** Terri Setterington  
Director Of Human Resources  
Brian Anderson  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Adopt Resolution 24-005 Approving a Change to the LYNX Money Purchase Plan

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is seeking the Board of Directors' adoption of Resolution No. 24-005 to approve a change to the LYNX Money Purchase Plan.

### **BACKGROUND:**

Description of the Plan: The LYNX Money Purchase Plan ("Plan") provides tax-qualified retirement benefits to LYNX's administrative employees and employees represented by the Amalgamated Transit Union Local 1749 (commonly referred to as the "supervisors' union").

Proposed Plan Change: From time to time it may be necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans.

As permitted by applicable federal tax law, the Plan currently provides for a mandatory distribution of a participant's Plan account upon termination of employment ("Mandatory Distribution") if the participant's vested Plan account balance is \$5,000 or less, including rollover contributions, and the participant fails to make an affirmative election as to how the account balance should be distributed.

The federal SECURE 2.0 Act of 2022 ("SECURE 2.0"), enacted on December 29, 2022, amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written

# LYNX Oversight Committee Agenda

amendments to the governing plan documents within the time period allowed under SECURE 2.0.

One of the optional changes permitted by SECURE 2.0 is an increase in the dollar limit for a Mandatory Distribution from \$5,000 to \$7,000. This limit is not indexed for inflation and previously had not been increased since the Taxpayer Relief Act of 1997.

Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), has notified LYNX that, on or about July 1, 2024, it expects to implement the increase in the Mandatory Distribution limit from \$5,000 to \$7,000 for all plans on Voya's platform, including the Plan, which have the Mandatory Distribution provision.

Increasing the limit for Mandatory Distributions is advisable because it reduces the ongoing fiduciary responsibilities for Plan participants who have terminated employment, including by eliminating the need to track terminated participants, to provide terminated participants with legally-required notices, and to provide terminated participants with periodic benefit statements.

Fiduciary Review: At its public, quarterly meeting on May 7, 2024, the Administrative Committee for the Plan was made aware of Voya's anticipated implementation of the change and the benefits of such change and had no objections to it.

Collective Bargaining: Under the current collective bargaining agreement with the supervisors' union, employees represented by that union participate in the Plan on the same terms and conditions that apply to the administrative employees generally. Further, under the current collective bargaining agreement with the supervisors' union, LYNX has the right to amend the Plan, and any Plan amendment that applies to all administrative employees will automatically also apply to all employees who are represented by that union. Since the proposed Plan change would apply to all administrative employees, it would automatically also apply to all employees represented by the supervisors' union, without the need for collective bargaining.

Governing Plan Document Amendment: The proposed change will be set forth in a formal written amendment to the Plan's governing document, which Voya will draft and provide in the future.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

There is no fiscal impact associated with this activity.

**CFRTA RESOLUTION NO. 24-005**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX  
MONEY PURCHASE PLAN**

**WHEREAS**, LYNX, as the sponsoring employer, previously established the LYNX Money Purchase Plan ("Plan") effective October 1, 1993, amended and restated the Plan's governing documents in their entirety effective January 1, 2022, and further amended the Plan effective January 26, 2023 and October 8, 2023; and

**WHEREAS**, LYNX has the right to further amend the Plan at any time; and

**WHEREAS**, from time to time it is necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans; and

**WHEREAS**, as permitted by applicable law, the Plan currently provides for a mandatory distribution of a participant's Plan account upon termination of employment ("Mandatory Distribution") if the participant's vested Plan account balance is \$5,000 or less, including rollover contributions, and the participant fails to make an affirmative election as to how the account balance should be distributed; and

**WHEREAS**, with respect to a Mandatory Distribution, if the participant's vested account balance is less than \$1,000, the Plan distributes the amount to the participant as a lump sum payment; and

**WHEREAS**, with respect to a Mandatory Distribution, if the participant's vested account balance is at least \$1,000 but not more than \$5,000 and the participant does not elect to have the distribution paid in a lump sum amount or paid directly to an eligible retirement plan, the amount is automatically rolled over to an individual retirement account; and

**WHEREAS**, the federal SECURE 2.0 Act of 2022 ("SECURE 2.0") was enacted on December 29, 2022; and

**WHEREAS**, SECURE 2.0 amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0; and

**WHEREAS**, one of the optional changes permitted by SECURE 2.0 is an increase in the dollar limit for a Mandatory Distribution from \$5,000 to \$7,000; and

**WHEREAS**, the dollar limit applicable to Mandatory Distributions is not indexed for inflation and previously had not been increased since the Taxpayer Relief Act of 1997; and

**WHEREAS**, Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), has notified LYNX that, on or about July 1, 2024, it expects to implement the increase in the Mandatory Distribution limit from \$5,000 to \$7,000 for all plans on Voya's platform, including the Plan, which have the Mandatory Distribution provision; and

**WHEREAS**, Voya has also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0; and

**WHEREAS**, increasing the limit for Mandatory Distributions is advisable because it reduces the ongoing fiduciary responsibilities for Plan participants who have terminated employment, including by eliminating the need to track terminated participants, to provide terminated participants with legally-required notices, and to provide terminated participants with periodic benefit statements; and

**WHEREAS**, LYNX wishes to implement an increase in the Plan's Mandatory Distribution limit from \$5,000 to \$7,000.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The amendment to the LYNX Money Purchase Plan to implement an increase in the Plan's Mandatory Distribution limit from \$5,000 to \$7,000, effective on or about July 1, 2024, is hereby approved.
2. The LYNX CEO is hereby authorized and directed to execute, for and on behalf of LYNX, the formal written amendment to the governing document for the LYNX Money Purchase Plan, reflecting the increase in the Plan's Mandatory Distribution limit, once Voya has produced such amendment in good form.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.

**CERTA RESOLUTION NO. 24-005**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX  
MONEY PURCHASE PLAN**

4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. vii

**To:** LYNX Oversight Committee

**From:** Terri Setterington  
Director Of Human Resources  
Brian Anderson  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Adopt Resolution 24-006 Approving a Change to the LYNX Defined Contribution Plan for BU Employees

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is seeking the Board of Directors' adoption of Resolution No. 24-006 to approve a change to the LYNX Defined Contribution Plan for BU Employees, and the Board of Directors' ratification of the Chief Executive Officer or her designee's waiver of collective bargaining in connection with the change.

### **BACKGROUND:**

Description of the Plan: The LYNX Defined Contribution Plan for BU Employees ("Plan") was implemented effective March 1, 2014 to provide tax-qualified, defined contribution retirement benefits for employees represented by the Amalgamated Transit Union AFL-CIO Local 1596 ("Union") who do not participate in the closed defined benefit pension plan.

CBA Provisions Concerning the Plan: A long-standing, collectively-bargained term between LYNX and the Union states, in pertinent part, "Any changes to the Plan after its implementation shall be negotiated by the parties."

Proposed Plan Change: From time to time it may be necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans.

As permitted by applicable federal tax law, the Plan currently provides for a mandatory distribution of a participant's Plan account upon termination of employment ("Mandatory Distribution") if the participant's vested Plan account balance is \$5,000 or less, including rollover



# LYNX Oversight Committee Agenda

contributions, and the participant fails to make an affirmative election as to how the account balance should be distributed.

The federal SECURE 2.0 Act of 2022 ("SECURE 2.0"), enacted on December 29, 2022, amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0.

One of the optional changes permitted by SECURE 2.0 is an increase in the dollar limit for a Mandatory Distribution from \$5,000 to \$7,000. This limit is not indexed for inflation and previously had not been increased since the Taxpayer Relief Act of 1997.

Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), has notified LYNX that, on or about July 1, 2024, it expects to implement the increase in the Mandatory Distribution limit from \$5,000 to \$7,000 for all plans on Voya's platform, including the Plan, which have the Mandatory Distribution provision.

Increasing the limit for Mandatory Distributions is advisable because it reduces the ongoing fiduciary responsibilities for Plan participants who have terminated employment, including by eliminating the need to track terminated participants, to provide terminated participants with legally-required notices, and to provide terminated participants with periodic benefit statements.

Fiduciary Review: At their public. quarterly meetings on May 7, 2024, the Board of Trustees and the Administrative Committee for the Plan were made aware of Voya's anticipated implementation of the change and the benefits of such change and had no objections to it.

Collective Bargaining Waiver: The bargaining representatives for LYNX and the Union have waived bargaining over the proposed Plan change. A copy of documentation of the waivers is attached to this memorandum as Exhibit "1".

Governing Plan Document Amendment: The proposed change will be set forth in a formal written amendment to the Plan's governing document, which Voya will draft and provide in the future.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

There is no fiscal impact associated with this activity.

## **CFRTA RESOLUTION NO. 24-006**

### **RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES**

**WHEREAS**, LYNX, as the sponsoring employer, previously established the LYNX Defined Contribution Plan for BU Employees ("Plan") effective March 1, 2014, last amended and restated the Plan's governing documents in their entirety effective January 1, 2022, and further amended the Plan effective October 8, 2023; and

**WHEREAS**, LYNX has the right to further amend the Plan, provided that any amendment that is specifically governed by the terms of an applicable collective bargaining agreement must be in compliance therewith; and

**WHEREAS**, from time to time it is necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans; and

**WHEREAS**, as permitted by applicable law, the Plan currently provides for a mandatory distribution of a participant's Plan account upon termination of employment ("Mandatory Distribution") if the participant's vested Plan account balance is \$5,000 or less, including rollover contributions, and the participant fails to make an affirmative election as to how the account balance should be distributed; and

**WHEREAS**, with respect to a Mandatory Distribution, if the participant's vested account balance is less than \$1,000, the Plan distributes the amount to the participant as a lump sum payment; and

**WHEREAS**, with respect to a Mandatory Distribution, if the participant's vested account balance is at least \$1,000 but not more than \$5,000 and the participant does not elect to have the distribution paid in a lump sum amount or paid directly to an eligible retirement plan, the amount is automatically rolled over to an individual retirement account; and

**WHEREAS**, the federal SECURE 2.0 Act of 2022 ("SECURE 2.0") was enacted on December 29, 2022; and

**WHEREAS**, SECURE 2.0 amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0; and

**WHEREAS**, one of the optional changes permitted by SECURE 2.0 is an increase in the dollar limit for a Mandatory Distribution from \$5,000 to \$7,000; and

**WHEREAS**, the dollar limit applicable to Mandatory Distributions is not indexed for inflation and previously had not been increased since the Taxpayer Relief Act of 1997; and

**WHEREAS**, Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), has notified LYNX that, on or about July 1, 2024, it expects to implement the increase in the Mandatory Distribution limit from \$5,000 to \$7,000 for all plans on Voya's platform, including the Plan, which have the Mandatory Distribution provision; and

**WHEREAS**, Voya has also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0; and

**WHEREAS**, increasing the limit for Mandatory Distributions is advisable because it reduces the ongoing fiduciary responsibilities for Plan participants who have terminated employment, including by eliminating the need to track terminated participants, to provide terminated participants with legally-required notices, and to provide terminated participants with periodic benefit statements; and

**WHEREAS**, LYNX wishes to implement an increase in the Plan's Mandatory Distribution limit from \$5,000 to \$7,000.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The amendment to the LYNX Defined Contribution Plan for BU Employees to implement an increase in the Plan's Mandatory Distribution limit from \$5,000 to \$7,000, effective on or about July 1, 2024, is hereby approved.
2. The LYNX CEO is hereby authorized and directed to execute, for and on behalf of LYNX, the formal written amendment to the governing document for the LYNX Defined Contribution Plan for BU Employees, reflecting the increase in the Plan's Mandatory Distribution limit, once Voya has produced such amendment in good form.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.

**CFRTA RESOLUTION NO. 24-006**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX  
DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES**

4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. viii

**To:** LYNX Oversight Committee

**From:** Terri Setterington  
Director Of Human Resources  
Brian Anderson  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Adopt Resolution 24-007 Approving a Change to the LYNX Deferred Compensation Plan

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is seeking the Board of Directors' adoption of Resolution No. 24-007 to approve a change to the LYNX Deferred Compensation Plan.

### **BACKGROUND:**

Description of the Plan: The LYNX Deferred Compensation ("Plan") provides LYNX employees with a voluntary method of deferring taxation on compensation until death, retirement, or certain other events. Administrative employees, employees represented by Amalgamated Transit Union Local 1596 ("drivers/maintenance union"), and employees represented by the Amalgamated Transit Union Local 1749 ("supervisors' union") participate in the Plan.

Proposed Plan Change: From time to time it may be necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans.

As permitted by applicable federal tax law, the Plan currently provides for a mandatory distribution of a participant's Plan account upon termination of employment ("Mandatory Distribution") if the participant's Plan account balance is \$5,000 or less, including rollover contributions, and the participant fails to make an affirmative election as to how the account balance should be distributed.

The federal SECURE 2.0 Act of 2022 ("SECURE 2.0"), enacted on December 29, 2022, amended existing law to allow certain optional changes to retirement plans, which optional

# LYNX Oversight Committee Agenda

changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0.

One of the optional changes permitted by SECURE 2.0 is an increase in the dollar limit for a Mandatory Distribution from \$5,000 to \$7,000. This limit is not indexed for inflation and previously had not been increased since the Taxpayer Relief Act of 1997.

Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), has notified LYNX that, on or about July 1, 2024, it expects to implement the increase in the Mandatory Distribution limit from \$5,000 to \$7,000 for all plans on Voya's platform, including the Plan, which have the Mandatory Distribution provision.

Increasing the limit for Mandatory Distributions is advisable because it reduces the ongoing fiduciary responsibilities for Plan participants who have terminated employment, including by eliminating the need to track terminated participants, to provide terminated participants with legally-required notices, and to provide terminated participants with periodic benefit statements.

Fiduciary Review: At its public, quarterly meeting on May 7, 2024, the Administrative Committee for the Plan was made aware of Voya's anticipated implementation of the change and the benefits of such change and had no objections to it.

Collective Bargaining: With respect to this Plan, the current collective bargaining agreement with the drivers/maintenance union merely provides that (i) LYNX is required to make a matching contribution to the LYNX Defined Contribution Plan for BU Employees based on elective deferrals that certain employees choose to make to this Plan, and (ii) the menus of investment options for selection by participants in this Plan and the LYNX Defined Contribution Plan for BU Employees are required to be substantially similar. Since the proposed Plan change does not affect the elective deferral opportunity under the Plan (nor the corresponding employer matching contribution to the LYNX Defined Contribution Plan for BU Employees), and does not affect the investment menu of the Plan, it does not require collective bargaining.

Under the current collective bargaining agreement with the supervisors' union, employees represented by that union participate in the Plan on the same terms and conditions that apply to the administrative employees generally. Further, under the current collective bargaining agreement with the supervisors' union, LYNX has the right to amend the Plan, and any Plan amendment that applies to all administrative employees will automatically also apply to all employees who are represented by that union. Since the proposed Plan change would apply to all administrative employees, it would automatically also apply to all employees represented by the supervisors' union, without the need for collective bargaining.

Governing Plan Document Amendment: The proposed change will be set forth in a formal written amendment to the Plan's governing document, which Voya will draft and provide in the future.

# LYNX Oversight Cmmittee Agenda

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

There is no fiscal impact associated with this activity.

**CFRTA RESOLUTION NO. 24-007**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX  
DEFERRED COMPENSATION PLAN**

**WHEREAS**, LYNX, as the sponsoring employer, previously established the LYNX Deferred Compensation Plan ("Plan") effective March 17, 1994, and last amended and restated the Plan's governing documents in their entirety effective January 1, 2022; and

**WHEREAS**, LYNX has the right to further amend the Plan at any time; and

**WHEREAS**, from time to time it is necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans; and

**WHEREAS**, as permitted by applicable law, the Plan currently provides for a mandatory distribution of a participant's Plan account upon termination of employment ("Mandatory Distribution") if the participant's Plan account balance is \$5,000 or less, including rollover contributions, and the participant fails to make an affirmative election as to how the account balance should be distributed; and

**WHEREAS**, with respect to a Mandatory Distribution, if the participant's account balance is less than \$1,000, the Plan distributes the amount to the participant as a lump sum payment; and

**WHEREAS**, with respect to a Mandatory Distribution, if the participant's account balance is at least \$1,000 but not more than \$5,000 and the participant does not elect to have the distribution paid in a lump sum amount or paid directly to an eligible retirement plan, the amount is automatically rolled over to an individual retirement account; and

**WHEREAS**, the federal SECURE 2.0 Act of 2022 ("SECURE 2.0") was enacted on December 29, 2022; and

**WHEREAS**, SECURE 2.0 amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0; and

**WHEREAS**, one of the optional changes permitted by SECURE 2.0 is an increase in the dollar limit for a Mandatory Distribution from \$5,000 to \$7,000; and



**WHEREAS**, the dollar limit applicable to Mandatory Distributions is not indexed for inflation and previously had not been increased since the Taxpayer Relief Act of 1997; and

**WHEREAS**, Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), has notified LYNX that, on or about July 1, 2024, it expects to implement the increase in the Mandatory Distribution limit from \$5,000 to \$7,000 for all plans on Voya's platform, including the Plan, which have the Mandatory Distribution provision; and

**WHEREAS**, Voya has also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0; and

**WHEREAS**, increasing the limit for Mandatory Distributions is advisable because it reduces the ongoing fiduciary responsibilities for Plan participants who have terminated employment, including by eliminating the need to track terminated participants, to provide terminated participants with legally-required notices, and to provide terminated participants with periodic benefit statements; and

**WHEREAS**, LYNX wishes to implement an increase in the Plan's Mandatory Distribution limit from \$5,000 to \$7,000.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The amendment to the LYNX Deferred Compensation Plan to implement an increase in the Plan's Mandatory Distribution limit from \$5,000 to \$7,000, effective on or about July 1, 2024, is hereby approved.
2. The LYNX CEO is hereby authorized and directed to execute, for and on behalf of LYNX, the formal written amendment to the governing document for the LYNX Deferred Compensation Plan, reflecting the increase in the Plan's Mandatory Distribution limit, once Voya has produced such amendment in good form.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.

**CFRTA RESOLUTION NO. 24-007**

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE LYNX  
DEFERRED COMPENSATION PLAN**

4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. ix

**To:** LYNX Oversight Committee

**From:** **James Boyle**  
Interim Chief Planning And Development Officer  
**Cody Johnson**  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** 2024 Minor Update to the Transportation Disadvantaged Service Plan (TDSP)

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is submitting information to the Board of Directors on the 2024 Transportation Disadvantaged Service Plan (TDSP) minor update which is required to be submitted to the Florida Commission for the Transportation Disadvantaged.

### **BACKGROUND:**

The TDSP is a five-year plan developed by LYNX under the guidance and approval of the Transportation Disadvantaged Local Coordinating Board (TDLCB) of Orange, Osceola and Seminole Counties. Developed in partnership with the Orlando Metropolitan Planning Organization, MetroPlan Orlando, the TDSP is an annually updated tactical plan with development and service plans; quality assurance; cost/revenue allocation justifications; and rate structure justification components. Through the TDLCB's involvement and administration by MetroPlan Orlando, in the review and approval of the TDSP, the TDLCB can guide and support LYNX in implementing coordination efforts and locally developed service standards that are consistent with the needs and resources of our community.

Annual updates are required to address components within the Development Plan, Service Plan, a, Cost/Revenue Allocation, and Quality Assurance sections. Below is a summary of the 2024 revisions:

# LYNX Oversight Committee Agenda

## Development Plan

- Updated TDSP Certification Chairperson Signature page (page 1)
- Updated TDLCB Roster as of April 2024 (pages 2 – 5)
- Updated LYNX Org Charts as of April 2024 (pages 13-14)
- Updated Consistency review of other plans – added LYNX’s latest Transit Development Plan (TDP) Minor Update and MetroPlan Orlando’s latest Transportation Improvement Plan (TIP) (pages 15 – 16)
- Updated TDLCB Certification (page 17)
- Updated Figure 4 – Service Area map (page 20)
- Updated LYNX Service area demographics and associated text and tables updated (pages 21-25)
- Added housing characteristics and cost burden section (pages 26 – 28)
- Updated the Bureau of Economic and Business Research (BEBR) population projection table from 2023 – 2050 (pages 29 – 30)
- Updated the Labor Force and Unemployment section and associated table updated (page 30)
- Updated Table 13 - Major trip generators of TD passengers (page 31)
- Added Table 14 – ACCESS LYNX Top 20 Dialysis Locations (page 32)
- Updated Goals, Objectives, Strategies – Status column added to Table 22 (pages 41-45)
- Updated Table 23 - Implementation Plan (pages 47- 48)

## Service Plan

- Updated ACCESS LYNX Operating Policies to reflect a maximum advance reservation window for TD passengers from one day to seven days – Table 24 (page 51).
- Updated Coordinated System Service Providers from calendar year 2024 – Table 25 (page 60)
- Updated Paratransit and NeighborLink vehicle inventory tables – Tables 26 – 27 (pages 62 – 69)
- Updated ACCESS LYNX Service Standards to reflect 7-day maximum advance reservations standard – Table 28 (pages 71 – 76)
- Updated TD trip and equipment calculated rates for FY 2024/2025 – Table 29 (page 77)

## Attachments

- Attachment 2 – Access LYNX TD Program Eligibility Application
- Attachment 3 – Access LYNX ADA Program Eligibility Application
- Attachment 6 - Coordinating Board (TDLCB) Grievance Procedures
- Attachment 8 – LYNX System Safety Program Plan
- Attachment 9 – Rate Justification Worksheets
- Attachment 10 – Access LYNX “How to Ride” Guide

The 2024 TDSP Annual Minor Update was approved by the TDLCB at their quarterly meeting held on May 16, 2024.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

# LYNX Oversight Cmmittee Agenda

## **FISCAL IMPACT:**

There is no fiscal impact associated with this activity.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. x

**To:** LYNX Oversight Committee

**From:** **Leonard Antmann**  
Chief Financial Officer  
**Jeffrey Reine**  
Technical Contact  
**Lismar Matos Hernandez**  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Enter into a Sole Source for the Procurement of Real Time and Digital Signage to Trapeze Software Group, Inc./TripSpark, to Ensure Compatibility, for the LYNX Central Station Departure Board for a Total Cost Not to Exceed of \$343,000

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a sole source procurement for real time and digital signage with Trapeze Software Group, Inc./TripSpark for the LYNX Central Station Departure Board for a total cost not to exceed of \$343,000.00, including a 10 percent contingency. This sole source is to ensure compatibility with the existing Trapeze/TripSpark software that is currently in use by LYNX.

### **BACKGROUND:**

LYNX is currently rolling out an all-inclusive real-time passenger information program throughout the larger bus system. The program will include both the physical hardware as well as the back-end software.

LYNX currently has funding in the FY2024 budget for the departure board in the customer lobby. Further funding is being pursued for the LYNX Central Station bus bays and system-wide transfer centers (SuperStops). LYNX is proposing to enter into sole source agreements for the real-time passenger information on a project-by-project basis.

The sole source for the passenger information for the customer lobby includes the hardware, installation, warranty and the first year of software maintenance and subscription.

# LYNX Oversight Committee Agenda

As part of the agency's desire to have a long-lasting, robust solution, staff has identified that Trapeze Software Group, Inc./TripSpark through its exclusive relationship with Message Point Media, can meet the requisite standards for the agency. The company can provide the immediate needs for real-time signs in the customer lobby. Additionally, the company provides a solution with easy to replace and readily accessible parts for long-term maintenance.

FTA Circular 4220.1 F dictates when a sole source can be awarded. As per the circular, an award may be made under several circumstances. In the case of Trapeze Software Group, Inc./TripSpark several of these apply:

1. Unique Capability or Availability: The proposed solution required LYNX staff to look both at the Message Point Media solution being provided by Trapeze as well as the information source of the data (Trapeze/TripSpark). The API connection to the signage is enhanced beyond the generalized GTFS/GTFS-RT and is proprietary to both companies. This relationship is such that there are data restrictions using the dedicated API beyond the environment that has been established between the two. There is also stop and amenity data and diagnostic data that is within this API that is not in any GTFS/GTFS-RT.
2. Substantial Duplication Costs: Given the native environment that houses the proprietary API, duplication of this outside the environment would result in any other company having to incur substantial costs to ensure the same level of performance. Outside of the environment described above, Trapeze would charge another company substantial costs to be able to provide the same API.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

The FY2024 Approved Amended Capital Budget includes \$343,000 for real time and digital signage. This project is funded with 100% Federal grants.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. xi

**To:** LYNX Oversight Committee

**From:** **Leonard Antmann**  
Chief Financial Officer  
**Jeffrey Reine**  
Technical Contact  
**Lismar Matos Hernandez**  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** **Authorization to Enter into a Sole Source for the Procurement of Real Time and Digital Signage to Trapeze Software Group, Inc./TripSpark, to Ensure Compatibility, for the Pine Hills Bus Transfer Center for a Total Cost Not to Exceed of \$235,000**

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a sole source procurement for real time and digital signage with Trapeze Software Group, Inc./TripSpark for the Pine Hills Bus Transfer Center for a total cost not to exceed of \$235,000 including a 10 percent contingency. This sole source is to ensure compatibility with the existing Trapeze/TripSpark software that is currently in use by LYNX.

### **BACKGROUND:**

LYNX is currently rolling out an all-inclusive real-time passenger information program throughout the larger bus system. The program will include both the physical hardware as well as the back-end software.

LYNX currently has funding in the FY2024 budget for the departure board in the customer lobby and the Pine Hills Bus Transfer Center. Further funding is being pursued for the LYNX Central Station bus bays and system-wide transfer centers (SuperStops). LYNX is proposing to enter into sole source agreements for the real-time passenger information on a project-by-project basis.

The sole source for the passenger information for Pine Hills includes the hardware, installation, maintenance and software subscriptions for the first three years, and associated licenses.



# LYNX Oversight Committee Agenda

As part of the agency's desire to have a long-lasting, robust solution, staff has identified that Trapeze Software Group, Inc./TripSpark through its exclusive relationship with Message Point Media can meet the requisite standards for the agency. The company can provide the immediate needs for real-time signs at Pine Hills. Additionally, the company provides a solution with easy to replace and readily accessible parts for long-term maintenance.

FTA Circular 4220.1 F dictates when a sole source can be awarded. As per the circular, an award may be made under several circumstances. In the case of Trapeze Software Group, Inc./TripSpark several of these apply:

1. Unique Capability or Availability: The proposed solution required LYNX staff to look both at the Message Point Media solution being provided by Trapeze as well as the information source of the data (Trapeze/TripSpark). The API connection to the signage is enhanced beyond the generalized GTFS/GTFS-RT and is proprietary to both companies. This relationship is such that there are data restrictions using the dedicated API beyond the environment that has been established between the two. There is also stop and amenity data and diagnostic data that is within this API that is not in any GTFS/GTFS-RT.
2. Substantial Duplication Costs: Given the native environment that houses the proprietary API, duplication of this outside the environment would result in any other company having to incur substantial costs to ensure the same level of performance. Outside of the environment described above, Trapeze would charge another company substantial costs to be able to provide the same API.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

The FY2024 Approved Amended Capital Budget includes \$235,000 for the Pine Hills Transfer Center construction project of which real time and digital signage is included. This project is funded with Federal, State and Local funding.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. xii

**To:** LYNX Oversight Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Jeffrey Reine  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Execute Change Order No. 3 for the Pine Hills Bus Transfer Center to McCree Design Builders, Inc. in the Amount of \$254,556

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to execute Change Order No. 3 with McCree Design Builders, Inc. for changes identified during the construction of the Pine Hills Bus Transfer Center in the amount of \$254,556.

### **BACKGROUND:**

The purpose of Pine Hills Bus Transfer Center is to create a central hub for bus transfers in the Pine Hills community. This project involves the construction of on-site improvements (an administrative building, CCTV, real time information, parking, rain garden, custom bus canopy, eight (8) bus bays and associated infrastructure).

At the April 27, 2023, Board of Director's meeting, staff received authorization to negotiate and award Contract #23-C-75 to McCree Design Builders, Inc. in the amount of \$14,786,585.

At the February 21, 2024, Board of Director's meeting, staff was authorized to assign a ten percent (10%) contingency in the amount of \$1,478,658 as provided for in Administrative Rule 4.5.4, Project Contingency. Pursuant to the Administrative Rule, the Chief Executive Officer shall have the authority to authorize Change Orders for use of Project Contingency subject to certain requirements. It states that Change Orders shall not exceed \$150,000 and any Change Order shall be noticed to the Governing Board as an information item at the next scheduled meeting.

# LYNX Oversight Committee Agenda

Change Order No. 1 was approved and noticed at the March 2024 Board meeting. Change Order No. 2 was noticed at this month's Board meeting.

For Change Order No. 3, LYNX was required by the County to have manholes associated with the reconstruction of Belco Drive inspected to see if they needed to be replaced. The County indicated that until a contractor was assigned, and permits were issued that these manholes could not be inspected. As such, it was not known if this replacement would need to occur at the time the Contract was approved. The inspection by Orange County indicated that all 4 manholes need to be replaced. The estimated cost of this is \$254,556. LYNX and its Engineering Consultant have reviewed this proposed Change Order No. 3 as being acceptable.

Description	Original Budget	CO #1	CO #2	CO #3		Revised Total
Belco Drive	\$2,706,074.66	\$15,272.74		<b>\$254,556.00</b>		\$2,975,903.40
Silver Star	\$614,299.96					\$614,299.96
CCTV	\$339,276.60		\$44,730.62			\$384,007.22
Transfer Center/On-Site	\$3,894,690.83	\$16,683.87	\$69,159.25			\$3,980,533.95
Canopy	\$3,173,243.38	\$76,750.94				\$3,249,994.32
Real Time	\$84,819.00					\$84,819.00
Building	\$3,630,180.57	\$8,194.97	\$13,082.41			\$3,651,457.95
Trail	\$344,000.00					\$344,000.00
<b>Total Construction Contract</b>	<b>\$14,786,585.00</b>	<b>\$116,902.52</b>	<b>\$126,972.28</b>	<b>\$254,556.00</b>		<b>\$15,285,015.80</b>
Contingency Use	\$1,476,585.00	(\$116,902.52)	(\$126,972.78)	(\$254,556.00)		\$978,153.70

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE Contract Goal of 9% was assessed for this procurement. The prime contractor has identified and agreed on a 28% DBE participation. It is the policy of LYNX to ensure that certified DBE's and small business firms have equal opportunity to participate in DOT assisted solicitations and contracts.

## **FISCAL IMPACT:**

The Change Order #3 is funded from the contingency, therefore there is no budget change to the original project.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. xiii

**To:** LYNX Oversight Committee

**From:** Terri Setterington  
Director Of Human Resources  
Terri Setterington  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Ratify Executing a Contract with Baker & Hostetler, LLP for Legal Services Related to Proposed Changes to the LYNX Defined Contribution Plan for BU Employees for a Term of Six Months in the Not to Exceed Amount of \$10,000

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization to ratify executing a contract with Baker & Hostetler, LLP for labor/employment legal services related to proposed changes to the LYNX Defined Contribution Plan for BU employees for a term of six months in the not to exceed amount of \$10,000.

### **BACKGROUND:**

On January 23, 2020, the Board of Directors approved a contract extension with Baker Hostetler, LLP for Labor/Employment legal services to provide counsel for the 2020 labor negotiations that resulted in the current three (3) year collective bargaining agreement with the unions.

On October 28, 2021, the Board of Directors approved a one (1) year contract extension to provide counsel for the re-opener of the union agreements to negotiate wages, healthcare and pension.

On October 28, 2022, the Board of Directors approved a one (1) year contract extension to provide counsel for the 2023 labor negotiations.

# LYNX Oversight Committee Agenda

At the request of LYNX Pension Legal Counsel, the General Counsel assisted with the negotiation of a six (6) month contract for legal services with Baker & Hostetler, LLP with respect to proposed changes to the LYNX Defined Contribution Plan for BU employees.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

The FY2024 Approved Amended Operating Budget includes \$30,000 for Legal Services.

# LYNX Oversight Committee Agenda

## Consent Agenda Item #6.D. xiv

**To:** LYNX Oversight Committee

**From:** Maurice Jones  
Director Of Procurement  
Maurice Jones  
Technical Contact

**Phone:** 407.841.2279 ext: 6057

**Item Name:** Authorization to Execute Amendment 1 with Transdev Services, Inc., for LYNX Paratransit Services

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Amendment 1 with Transdev Services, Inc. ("Transdev"), for Paratransit Services.

### **BACKGROUND:**

On December 9, 2021, the LYNX Board of Directors on Action Agenda Item #7.A. approved the release of Request for Proposal (RFP) 22-R02 Mobility Management and Broker Services for Access LYNX Paratransit Services.

On March 23, 2023, the LYNX Board of Directors authorized staff to negotiate a contract with Transdev Services, Inc. for LYNX Paratransit Services.

On April 27, 2023, the LYNX Board of Directors authorized staff to execute a contract with Transdev Services, Inc. for LYNX Paratransit Services.

Transdev's accepted Best and Final Offer (BAFO) included the concept of a contract review, where the parties would meet to determine the validity of the RFP information and compare such information to actual service delivery statistics.

# LYNX Oversight Committee Agenda

In accordance therewith, over the past year, LYNX and Transdev have been collaboratively reviewing actual service delivery statistics, such as trip volumes, maintenance costs, and certain other areas within the paratransit operations.

Based upon such review, they determined that the annual trip volumes in year one was 608,900 trips (actual) versus the forecasted trip volume in the RFP of 750,000 to 840,000 paratransit trips by FY2025/2026. In addition, the fleet that carried over from the previous contractor has required significantly higher than projected maintenance and part expenses (Transdev has replaced several failed engines and transmissions). Replacement vehicles are scheduled to arrive over the next few months, which will mitigate future such expenses.

As a result, both parties began to negotiate in good faith an equitable adjustment rate to reflect cost adjustments necessary for contract years two and three, which is the remainder of the base term.

Amendment 1 entails the new rate inclusive of all the updated factors for the ACCESS LYNX Paratransit System, including a revised fleet replacement plan, updated facility and labor costs, and updated subcontractor trip distribution.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE participation goal of 13.7% is assessed for this procurement. LYNX's procurement policy requires contractors to use a good faith effort to subcontract portions of their work for material, supplies and services to Disadvantaged Business Enterprise (DBE) Firms.

## **FISCAL IMPACT:**

The Approved Amended FY2024 Operating Budget includes \$32,686,488 for Purchased Transportation Services.

# LYNX Oversight Committee Agenda

## Action Item #7.A

**To:** LYNX Oversight Committee

**From:** **James Boyle**  
Interim Chief Planning And Development Officer  
**Bruce Detweiler**  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Implement August 25, 2024 Service Changes

**Date:** 07/25/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective August 25, 2024.

### **BACKGROUND:**

On September 28, 2023, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect August. Four information sessions and one in-person and virtual hearing/workshop were held. LYNX customers and the public provided input on the service changes at the following information sessions and workshop/public hearing:

#### **Information Sessions:**

Date/Time: Monday, July 1, 1-2 PM

Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Monday, July 1, 1-2 PM

Location: Sanford City Hall, Sanford, FL

Date/Time: Tuesday, July 2, 1-2 PM

Location: LYNX Central Station – Main Lobby, Orlando, FL

Date/Time: Tuesday, July 2, 6-7 PM

Location: Virtual



# LYNX Oversight Committee Agenda

## Public Hearing/Workshop:

Date/Time: Tuesday, July 9, 4-6 PM

Location: LYNX Central Station – 2<sup>nd</sup> Floor, Open Space, Orlando, FL

## August Service Proposal\*

### NEW LINK

- **Link 701** – Orange Tech College Shuttle (Orange County) – Route will operate between the West Oaks Mall SuperStop and Orange Technical College’s new west campus in Ocoee. Will operate only when college is in session with one morning, midday and evening roundtrip.

### SCHEDULE ADJUSTMENTS

- **Link 15** – Curry Ford Road/Valencia College East (Orange County) – Moving timepoint from Goldenrod Road/Nolton Road to Lake Underhill Road by AdventHealth East. Discontinuing Saturday 7:50 p.m. trip from Valencia College East to downtown Orlando. Adding Saturday 10:15 p.m. trip from LYNX Central Station to Valencia College East campus.

### SCHEDULE IMPROVEMENTS

- **Link 37** – Pine Hills/Kirkman Road/Florida Mall (Orange County) – Increasing weekday peak hour service frequency to 20 minutes in both directions.
- **Link 40** – Americana Boulevard/Universal Orlando (Orange County) – Increasing weekday service frequency to 30 minutes during peak and midday.

### SCHEDULE REDUCTIONS

- **Link 13** – University Boulevard/Winter Park (Orange County) – Discontinuing the weekday and Saturday 11 p.m. trip from UCF SuperStop to LYNX Central Station.
- **Link 36** – Lake Richmond (Orange County) – Discontinuing the weekday 10:44 p.m. trip from Prince Hall Boulevard/Bruton Boulevard to LYNX Central Station and 11:15 p.m. trip from LYNX Central Station to Prince Hall Boulevard/Bruton Boulevard.

# LYNX Oversight Committee Agenda

- **Link 300** – Disney/Orlando Express (Orange County) – Discontinuing the daily 10:45 p.m. trip from LYNX Central Station to Disney University and the 11:40 p.m. trip from Disney University to LYNX Central Station.

## **ROUTE CHANGES**

- **NeighborLink 811** – Ocoee (Orange County) – Zone extending to Orange Technical College’s new west campus in Ocoee.
- **NeighborLink 812** – Winter Garden (Orange County) – Zone extending to Orange Technical College’s new west campus in Ocoee.
- **NeighborLink 851** – Sanford (Seminole County) – Zone extending to Mellonville Avenue.

Details of these events and the service change proposals are published on our website at [www.golynx.com](http://www.golynx.com).

The public comment period for the proposed service changes ran from June 28, 2024, through July 21, 2024. Public notices for the service change information and the public meetings were posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on [www.golynx.com](http://www.golynx.com), and on LYNX social media sites including Facebook and X.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

The base service changes are budget neutral. LYNX and Orange County executed a new bus service agreement effective March 1, 2024, to implement services under the Orange County Accelerated Transportation Safety Plan.

# LYNX Oversight Committee Agenda

## Discussion Item #8.A

**To:** LYNX Oversight Committee

**From:** **James Boyle**  
Interim Chief Planning And Development Officer  
**Myles O'Keefe**  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** LYNX Fare Structure Background

**Date:** 07/25/2024

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LYNX staff will present the current LYNX fare structure, provide historical information, and discuss potential options for future fare considerations.