

LYNX Finance & Audit Committee Agenda

Meeting Date: 9/16/2021
Meeting Time: 2:00 PM

Central Florida Regional Transportation Authority
455 N. Garland Ave.
2nd Floor Open Space
Orlando, FL 32801

As a courtesy to others, please silence all electronic devices during the meeting.

1. Call to Order

2. Approval of Committee Minutes

 Finance Committee Minutes - August 19, 2021 Pg 3


3. Public Comments

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

4. Chief Financial Officer Report

5. Consent Agenda








A. Request for Proposal (RFP)


- i.  Authorization to Release a Request for Proposal (RFP) for General Planning Consulting Services Pg 8

B. Award Contracts


- i.  Authorization to Negotiate and Award a Contract to Mansfield Oil Company for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2022 Pg 10
- ii.  Authorization to Negotiate and Award a Contract to Colonial Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through the End of FY2022 Pg 12
- iii.  Authorization to Negotiate and Award Contract #22-C07 to Aero Groundtek, LLC for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters Pg 14
- iv.  Authorization to Negotiate and Award Contract #22-C08 to Faith Works Total Ground Maintenance for Bus Stop Pressure Washing & Steam Cleaning Pg 16
- v.  Authorization to Award Contract #21-C45 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities Pg 19
- vi.  Authorization to Award Contract #21-C46 to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for Shelters, Transfer Centers and LYMMO Pg 21
- vii.  Authorization to Award Contract #21-C48 to WSP USA, Inc. for Construction Engineering and Inspections Services (CEI) for the Pine Hills Bus Transfer Station Pg 23

C. Miscellaneous


- i.  Authorization to Auction Surplus Capital Items Pg 25
- ii.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 29
- iii.  Authorization to Enter into a Cooperative Purchase Contract with Proterra, Inc. for Procurement of Six (6) Proterra 35' Battery Electric Buses and Related Items from Proterra, Inc. for a Not to Exceed Amount of \$5,300,000 Pg 31
- iv.  Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability Pg 33
- v.  Authorization to Initiate Public Outreach for Fiscal Year 2022 Proposed Service Changes Pg 35
- vi.  Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2022 Pg 37
- vii.  Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program and for Rural Areas 5311 Program under the 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA) in the total amount of approximately \$7,835,000 Pg 39

-Attachments 

6. Action Items

- A.  Authorization to Enter into the FY2022 Service Funding Agreements with the Regional Funding Partners Pg 43

-Attachments   

- B.  Authorization to Enter into the FY2022 Service Funding Agreements with the Municipal Funding Partners Pg 131

-Attachments   

- C.  Authorization to Enter into the FY2022 Bus Service Agreements Pg 195

-Attachments    

7. Other Business

8. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Finance and Audit Committee Meeting Minutes

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

DATE: **August 19, 2021**

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

Members in Attendance:

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

Staff in Attendance:

Leonard Antmann, Chief Financial Officer
James E. Harrison, Chief Executive Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
William Slot, Chief Innovation Officer
Michelle Daley, Manager of Financial Planning and Budget

1. Call to Order

Chair Clavijo called the meeting to order at 2:03 p.m.

2. Approval of Minutes

Chair Clavijo requested a motion for approval of the July 16, 2021 Finance & Audit Committee meeting minutes. Motion to approve the July 16, 2021 minutes was made by Jo Santiago, second by Michelle McCrimmon and unanimously adopted. The minutes were unanimously approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

Chair Clavijo recognized Lenny Antmann, Chief Financial Officer.

Mr. Antmann provided several updates:

- Request to remove B.i, B.ii, and C.i. from today's agenda. These items were tentatively on the Oversight agenda when we published. They have since been moved to a future period.
- The new disinfectant system has been installed on more than fifty percent of our fleet. This is a permanent solution which adds a mist through the cooling system to sanitize the air and surfaces.
- Our interim audit begins August 30th. They plan to be here for two weeks.
- Funding partner agreement drafts have been completed and sent to the respective partners for their review prior to Board approval.
- Action items in this agenda include the review and approval of the FY2022 Operating Budget and FY2022 Capital Budget. We will ask approval to present to Oversight and to move forward to the Board. This month we will present a budget work session to the board with Board final approval in September.

Mr. Antmann concluded his report.

5. Discussion Items

A. Review of the FY2021 3rd Quarter Operating Results

Mr. Antmann provided a presentation on the financial results through June 30, 2021. The total revenue through June 30 is \$1.4 M behind the anticipated budget; mostly attributable to the timing of federal funds draw down. Operating expenses are \$13.2M favorable to budget primarily due to the impacts of COVID-19. With the stimulus dollars, we had anticipated \$12.8M favorable net position, with the favorable operating expenses we are now at \$24.6M favorable net position.

Customer fares are favorable by a little over \$0.8M, the majority \$0.78M is fixed route due to amended budget ridership drawn down to 55% of pre-COVID levels. We have seen an increase in the 3rd quarter at 60-62% so we have favorable revenues.

Contract services have slight favorability \$0.13M, all associated with Paratransit. We were able to collect a little on the TD CTD grant that we hadn't anticipated. That grant will not be available next year.

Advertising is slightly behind by \$0.27M. The original budget was \$2.2M. We had favorable results in the 1st quarter so we increased the projection in the amended budget. We are above the original budget but not quite at the level we anticipated due to the resurgence of COVID.

Federal Revenue is \$1.2M below the operating budget due to a delay in planning studies.

CARES/CRRSA/ARPA is \$1.2M below the projections through June. We have fully drawn \$16M from CARES and \$7.8M from CRRSA; we are anticipating to draw down \$31M from ARPA. The formula for stimulus draw down is very specific. As our

fares increase and expenses decrease, the funds that we are eligible to draw are a little less than anticipated. Most of the favorable expenses and fare revenue increase are on the fixed route side. Fixed route is \$4.1M behind the anticipated draw down of funds while paratransit, which is largely third party expense, is ahead \$2.9M on draw down.

Local Revenue is \$0.4M ahead of schedule due to \$52K Hurricane Maria FEMA funds that Orange County sent us for the support we provided during that recovery. The balance of the favorability is associated with the revenue from the LYMMO line; rate adjustments and additional expenses associated with the electric buses.

Total expenses are about \$13.2M favorable; \$9.8M favorable on fixed route, \$3.4M favorable on paratransit.

Salaries are \$2.3M favorable entirely due to open positions.

Other services are \$3.5M favorable due to the delay in planning studies, some annual contract maintenance and the temporary staffing as the bus cleaning contract had not yet been executed. The temporary labor that we did use was done through the wages and benefit line.

Fuel \$2M favorable; \$1M favorable due to 2018-19 CNG fuel tax rebates and \$1M favorable due to the fuel hedging program.

Casualty & Liability is \$0.5M over budget due to several large settlements during the first nine months.

Purchased Transportation is almost \$2.8M favorable due the reduced paratransit ridership.

Mr. Antmann concluded his report.

6. Consent Agenda

- A. Request for Proposal (RFP)
 - i. Authorization to Release a Request for Proposal (RFP) for Landscape Maintenance Services at LYNX Facilities
 - ii. Authorization to Release a Request for Proposal (RFP) for Consulting Services for LYNX's Transit Development Plan Major Update
 - iii. Authorization to Release a Request for Proposal (RFP) for the Manufacturing of Commercial Style Transit Shelters
- B. Award Contracts
 - i. Authorization to Negotiate and Award Contract #21-C48 to WSP USA, Inc. for Construction Engineering and Inspections Services (CEI) for the Pine Hills Bus Transfer Station
 - ii. Authorization to Negotiate and Award a Contract to Fisher Rushmer, P.A. for Tort & General Liability Legal Services

C. Extension of Contracts

- i. Authorization to Exercise the First Option Year of Contracts #20-C30 with Hilyard, Bogan, & Palmer, P.A. and #20-C31 with Dean, Ringers, Morgan & Lawton, P.A. for Tort & General Liability Services and Increase the Contract Not To Exceed (NTE) Amount to \$800,000
- ii. Authorization to Exercise the First Option Year of Contract #19-C35 with Employers Choice Online, Inc. for Pre-Employment Background Screening & Related Service
- iii. Authorization to Exercise the First Option Year of the Executive Search and Recruiting Firm's Contracts
- iv. Authorization to Exercise the Second Option Year of Contract #19-C151 with Standard Insurance Co. Pg 21 for Group Life, Long & Short-Term Disability and Accidental Death and Dismemberment
- v. Authorization to Exercise the Third Option Year of Contract #18-C130 & #18-C128 with City Cab Company of Orlando LLC d/b/a Mears & UZURV Holdings, Inc. for the Purchase of Transportation Services Provided by Taxi and Transportation Network Company (TNC) Suppliers

D. Miscellaneous

- i. Authorization to Execute Resolution #21-005 for a Public Transit Grant Agreement with the Florida Department of Transportation for FY2022 Block Grant Funding in the Amount of \$12,823,048

Chair Clavijo asked if there was a motion to approve the Consent Agenda all items except items B.i.-.ii. and C.i. Michelle McCrimmon made a motion to approve Consent Agenda. Seconded by Kurt Petersen. Motion passed unanimously for items 6.A.i-6.A.iii, 6.C.ii-6.C.v, and 6.D.i.

7. Action Agenda

A. Approval to Present the FY2022 Proposed Operating Budget to the LYNX Oversight Committee for Approval

Mr. Antmann presented the Proposed FY2022 Operating Budget. Mr. Antmann explained that the operating budget is the same as was presented in April. The key assumption is the "Path back to the funding model." Customer fare revenue for FY2022 is projected at 75% fixed route / 95% paratransit of pre-pandemic levels. The budget is balanced at \$175M; down approximately \$4.4M from the amended FY2021 budget. The decrease is due to reduced CARES funding and increase of normal operating revenue. Total Funding Partner Revenue remains that same as amended FY2021 budget, however the amounts for the regional partners are flexed based on the funding model. All remaining stimulus funding will be fully drawn down by the end of FY2022. Expenses are down \$4.4M. Transfer to Budget Stabilization is down \$12M increase in expenses offset by the additional revenue leaves - net expenses increases of \$7.5M. Salaries & wages going up \$3M on the fixed route side with increase in line with our funding partners & union contracts; and increase in the cost of medical benefits.

Mr. Antmann concluded his presentation.

Chair Clavijo asked if there is a motion to approve Agenda Item 7.A. to present the FY2022 Proposed Operating Budget to the LYNX Oversight Committee for Approval. Michelle McCrimmon made a motion to approve Action Item 7.A. Second by Kurt Petersen. Motion passed unanimously.

- B. Approval to Present the FY2022 Proposed Capital Budget to the LYNX Oversight Committee for Approval

Mr. Antmann presented the Proposed FY2022 Capital Budget.

The Key assumptions are to maintain fleet at same average age, improve amenities for our riders, technology improvements to improve customer experience, facility improvements at LOC and LCS. The major projects are construction of Pine Hills transfer center, complete renovation of Rosemont & Florida Mall SuperStops and invest in South Operations Base. The total FY2022 capital budget is \$86.6M, an increase of \$175K from the April presentation, all of the increase is associated with the support vehicles. Availability of Buy America vehicles has diminished and the cost has increased. A portion of the vehicle funding is carry-over from FY2021 due to COVID related vendor delays. The capital budget is fully funded. The majority of the funding is provided by the Federal government through FTA. State funding from FDOT for LOC expansion and Road Rangers program. Local funds from funding partners \$2 Capital, City of Orlando/OUC for electric LYMMO buses, MetroPlan and Orange County Parks & Recreations provide support for Pine Hills transfer center.

Motion to present FY2022 Proposed Capital Budget to the LYNX Oversight Committee was made by Kurt Petersen, Second by Tim Jecks. Motion passed unanimously.

8. Other Business

Next meeting: Thursday September 16, 2021

9. Adjourned

The meeting adjourned at 2:51 p.m.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Bruce Detweiler
Interim Director Of Plan And Development
Myles O'Keefe
(Technical Contact)

Phone: 407.841.2279 ext: 6136

Item Name: Authorization to Release a Request for Proposal (RFP) for General Planning Consulting Services

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or Designee to release a Request for Proposal (RFP) for General Planning Consulting services for a period of three (3) years, with two (2) one (1) year renewal options.

BACKGROUND:

The purpose of the general planning consulting services contract is to provide LYNX with the expertise and technical capacity in a full array of professional services. The General Planning Consultants will serve as an extension of LYNX staff with the additional technical, financial and operational expertise to support the agency's plans and programs. Staff seeks the services of up to three consultant teams to provide support for the agency's general planning activities for a period of three years, with two (2) one (1) year renewal options.

The professional services being procured include the following categories:

1. Planning and Program Administration:
 - a. Tasks under this category may include comprehensive transit system analysis, feasibility studies and conceptual designs, grant program administration, Transit Asset Management (TAM) program administration and initiatives for customer experience improvements as well as development of short- and long-term transit planning initiatives and associated documentation.

LYNX Finance & Audit Committee Agenda

2. Public Engagement and Outreach:

- a. Tasks under this category may include development of outreach strategies, developing graphic reports not only for LYNX existing and proposed services, but also complex analysis, provide graphic and digital project communication support, and staffing for outreach events such as public hearings, customer surveys and focus groups.

3. Geographical Information Systems (GIS):

- a. Tasks under this category may support maintenance and advancement of LYNX's GIS program, through data management and geospatial analysis and production services.

4. Technical Analysis:

- a. Tasks under this category may include completion of technical analyses transit performance, ridership modeling and forecasting, facility and bus stop analysis, and economic impact analysis.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Proposed FY2022 Operating Budget includes \$120,000 for General Planning services, these services are not expected to be grant funded.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Negotiate and Award a Contract to Mansfield Oil Company for Fuel Delivery of 87 Octane Unleaded Gasoline Through the End of FY2022

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award a contract to Mansfield Oil Company for fuel delivery of 87 Octane Unleaded Gasoline through the end of FY2022.

BACKGROUND:

On August 6, 2021 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded. The bids were due back on September 3, 2021, with five (5) suppliers' submitted bids received.

The current Contract expires on September 30, 2021. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

This is a contract to supply the services on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of 1.3 million gallons 87 Octane Unleaded gasoline.

LYNX Finance & Audit Committee Agenda

The bid results were tabulated as follows:

87 Octane Gasoline	
Company	87 Oct Gasoline Transportation
Mansfield Oil Company	0.0383
Colonial Oil Industries	0.0447
World Fuel Services	0.1017
Campbell Oil & Gas Company	0.1308
Indigo Energy Partners	0.141

The ordinal ranking for the 87 Octane Unleaded gasoline bidders:

87 Octane Gasoline	
Company	Ordinal Ranking
Mansfield Oil Company	1
Colonial Oil Industries	2
World Fuel Services	3
Campbell Oil & Gas Company	4
Indigo Energy Partners	5

LYNX recommends awarding the contract for 87 Octane Unleaded Gasoline Fuel Transportation Services to Mansfield Oil Company for the period of October 1, 2021 – September 30, 2022.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

FY2022 Proposed Operating Budget includes \$8,658,746 for unleaded and diesel fuel purchases.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Negotiate and Award a Contract to Colonial Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through the End of FY2022

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contract to Colonial Oil Industries for fuel delivery of Ultra Low Sulfur Diesel through the end of FY2022.

BACKGROUND:

On August 6, 2021 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded. The bids were due back on September 3, 2021, with six (6) suppliers' submitted bids received.

The current Contract expires on September 30, 2021. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

This is a contract to supply the services on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of 2.2 million gallons Ultra Low Sulfur Diesel.

LYNX Finance & Audit Committee Agenda

The bid results were tabulated as follows:

Ultra Low Sulfur Diesel	
Company	ULSD Transportation Adder
Colonial Oil Industries	0.1335
Indigo Energy Partners	0.1349
Mansfield Oil Company	0.1368
Petroleum Traders	0.1404
Campbell Oil & Gas Company	0.1408
World Fuel Services	0.1536

The ordinal ranking for the Ultra-Low Sulfur Diesel bidders was:

Ultra Low Sulfur Diesel	
Company	Ordinal Ranking
Colonial Oil Industries	1
Indigo Energy Partners	2
Mansfield Oil Company	3
Petroleum Traders	4
Campbell Oil & Gas Company	5
World Fuel Services	6

LYNX recommends awarding the contract for Ultra Low Sulfur Diesel (ULSD) Fuel Transportation Services to Colonial Oil Industries for the period of October 1, 2021 – September 30, 2022.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

FY2022 Proposed Operating Budget includes \$8,658,746 for unleaded and diesel fuel purchases.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Award Contract #22-C07 to Aero Groundtek, LLC for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to negotiate and award a contract to Aero Groundtek, LLC for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters in the amount not to exceed \$1,523,489.70 for the initial term. The initial term of the Contract is for three (3) years, with two (2) one (1) year options, starting October 1, 2021.

BACKGROUND:

The LYNX Board of Directors on February 25, 2021 with Consent Agenda item #6.A.i granted LYNX staff authorization to release a Request for Proposal (RFP) for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters.

LYNX has approximately 1183 bus stops and shelters located within the boundaries of Orange, Osceola, Seminole, Southeastern Lake, and Northern Polk Counties. Bus stops are the primary point of customer access to LYNX fixed route bus service. Shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community and provide a clean, safe area for customers to wait, to board, and to alight LYNX buses.

The Request for Proposal (RFP) #21-R21 was released on April 21, 2021. Proposals were due to LYNX by 2:00 PM EST on May 21, 2021.

LYNX Finance & Audit Committee Agenda

Two responses were received from the following firms:

- Aero Groundtek, LLC.
- American Janitorial, Inc.

The scoring and ordinal ranking occurred as follows:

Firm	Score	Ordinal Ranking
Aero Groundtek, LLC	256	4
American Janitorial, Inc.	277	5

After evaluation and ranking, the Source Evaluation Committee (SEC), made a recommendation to award the contract to Aero Groundtek, LLC.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The Proposed FY2022 Operating Budget includes \$602,000 for lawn and trash services at the bus stops and shelters.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. iv

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Award Contract #22-C08 to Faith Works
Total Ground Maintenance for Bus Stop Pressure Washing & Steam
Cleaning

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract #22-C08 to Faith Works Total Ground Maintenance for Bus Stop Pressure Washing & Steam Cleaning in the amount not to exceed \$ \$360,545.71 for the initial term. The initial term of the Contract is for three (3) years, with two (2) one (1) year options, starting October 1, 2021.

BACKGROUND:

The LYNX Board of Directors on February 25, 2021 with Consent Agenda item #6.A.ii granted LYNX staff authorization to release a Request for Proposal (RFP) for Bus Stop Pressure Washing & Steam Cleaning.

LYNX has approximately 1,231 hard surface bus stops located within the boundaries of Orange, Osceola, Seminole, Southeastern Lake, and Northern Polk Counties. Bus stops are the primary point of customer access to LYNX fixed route bus service. Bus stops and shelters are highly visible to the community and provide a clean, safe area for customers to wait, to board, and to alight LYNX buses.

LYNX Finance & Audit Committee Agenda

The cleaning of bus stops and shelters is required once per month and includes the following services:

- Pressure cleaning of concrete pads
- Pressure cleaning of the exterior and interior of the shelter
- Removal of graffiti and stains
- Cleaning/picking up trash in a 15-foot radius
- Cleaning of the solar panel, bus stop pole and blades

The Request for Proposal (RFP) #21-R22 was released on May 4, 2021. Proposals were due to LYNX by 2:00 PM EST on June 4, 2021.

Three responses were received from the following firms:

- American Janitorial, Inc.
- Faith Works Total Ground Maintenance
- National Interior Solutions, LLC

The scoring and ordinal ranking occurred as follows:

Firm	Score	Ordinal Ranking
American Janitorial, Inc.	237	5
Faith Works Total Ground Maintenance	253	5
National Interior Solutions, LLC	192	8

After evaluation and ranking, the Source Evaluation Committee (SEC), made a recommendation to request additional information and a presentation from the two lowest ranked firms. On August 24, 2021 the Source Evaluation Committee (SEC) met and re-evaluated the firms, the ordinal ranking was as follows:

Firm	Ordinal Ranking
American Janitorial, Inc.	6
Faithworks Total Ground Maintenance	3

After evaluation and ranking, the Source Evaluation Committee (SEC), made a recommendation to award the contract to Faithworks Total Ground Maintenance.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Finance & Audit Cmmittee Agenda

FISCAL IMPACT:

The Proposed FY2022 Operating Budget includes \$212,000 for steam cleaning and pressure washing services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. v

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award Contract #21-C45 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #21-C45 to AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities in an amount not to exceed \$3.5 million for the first three (3) years. The contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

On October 20, 2020, the LYNX Board of Directors granted permission to proceed with a Request for Proposal (RFP) for Architecture and Engineering Services. This permission was to allow for the award of two contracts: one for facilities and one for bus shelters, transfer centers and LYMMO. This will cover all associated design, permitting and engineering inspection as described in the RFP documents.

In April 2016, the LYNX Board of Directors authorized the Chief Executive Officer or designee to execute Contract #16-C06 to Jacobs Engineering, Inc., Contract #16-C07 to Kimley-Horn and Associates, Inc., and Contract #16-C08 to WSP USA, Inc. for Architectural and Engineering Consultant Services. The contracts were for a period of three (3) years with two (2) one (1) year extensions. The last extension was executed in April of 2020 and expired in April of 2021.

In July 2021, the LYNX Board of Directors authorized the Chief Executive Officer (CEO) or designee to approve the Source Evaluation Committee ranking and initiate negotiations with AECOM Technical Services, Inc. In accordance with Fla. Stat. 287.055, the award of contract is the final step in this process.

LYNX Finance & Audit Cmmittee Agenda

The contract will be for three (3) years with two (2) one (1) year options. The total cost not to exceed for the first three years will be \$3.5 million.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Proposed Capital Budget includes \$7,912,663 in facility related projects. Each project will be evaluated if A&E Services would be needed. These projects are funded with 100% Federal grants.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. vi

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award Contract #21-C46 to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for Shelters, Transfer Centers and LYMMO

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award Contract #21-C46 to Kimley-Horn and Associates, Inc. for architecture and engineering services for Shelters, Transfer Centers and LYMMO in an amount not to exceed \$3.2 million for the first three (3) years. The contract will be for three (3) years with two (2) one (1) year options.

BACKGROUND:

On October 20, 2020, the LYNX Board of Directors granted permission to proceed with a Request for Proposal (RFP) for Architecture and Engineering Services. This permission was to allow for the award of two contracts: one for facilities and one for bus shelters, transfer centers and LYMMO. This will cover all associated design, permitting and engineering inspection as described in the RFP documents.

In April 2016, the LYNX Board of Directors authorized the Chief Executive Officer or designee to execute Contract #16-C06 to Jacobs Engineering, Inc., Contract #16-C07 to Kimley-Horn and Associates, Inc., and Contract #16-C08 to WSP USA, Inc. for Architectural and Engineering Consultant Services. The contracts were for a period of three (3) years with two (2) one (1) year extensions. The last extension was executed in April of 2020 and expired in April of 2021.

In July 2021, the LYNX Board of Directors authorized the Chief Executive Officer (CEO) or designee to approve the Source Evaluation Committee ranking and initiate negotiations with Kimley-Horn and Associates, Inc. In accordance with Fla. Stat. 287.055, the award of contract is the final step in this process.

LYNX Finance & Audit Committee Agenda

The contract will be for three (3) years with two (2) one (1) year options. The total cost not to exceed for the first three years will be \$3.2 million.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Proposed Capital Budget includes \$2,047,735 in projects for shelters, transfer centers and LYMMO. Each project will be evaluated for A&E Services as needed. These projects are funded with 100% Federal grants.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. vii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award Contract #21-C48 to WSP USA, Inc. for Construction Engineering and Inspections Services (CEI) for the Pine Hills Bus Transfer Station

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award Contract #21-C48 to WSP USA, Inc. for Construction Engineering and Inspection Services (CEI) for the Pine Hills Bus Transfer Station in an amount not to exceed \$750,000 for the length of the three (3) year contract.

BACKGROUND:

In March 2021, the LYNX Board of Directors granted permission to proceed with a Request for Proposal (RFP) for Construction Engineering and Inspection Services (CEI) for the Pine Hills Bus Transfer Station.

In July 2021, the LYNX Board of Directors authorized the Chief Executive Officer (CEO) or designee to approve the Source Evaluation Committee ranking and initiate negotiations with WSP USA, Inc. In accordance with Fla. Stat. 287.055, the award of contract is the final step in this process.

The contract will be for a period of three years with a not to exceed cost of \$750,000.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

LYNX Finance & Audit Cmmittee Agenda

FISCAL IMPACT:

The Approved FY2021 Capital Budget includes \$8,175,000 for the Pine Hills Bus Transfer Station construction project, which includes \$750,000 for CEI services. Of the \$8,033,259 total, \$199,752 is encumbered. This project is 100% funded with a mix of Federal, State, and local dollars and will carry over into FY2022.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Auction Surplus Capital Items

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, recycle or sell, at public auction, surplus and obsolete capital items as identified in the following detailed list.

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for September 2021. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Computer Equipment:

Surplus Computer Equipment with a total net book value of \$0.

- Included under this category are obsolete battery backup, desktops and laptops computers.

Other Vehicles

Other Vehicles with a total net book value of \$0

- There are 7 Other Vehicles that have reached their useful life and exceeding the FTA mileage requirement. Additionally, all would require significant repair and overhaul.

LYNX Finance & Audit mmittee Agenda

Revenue Vehicles

Paratransit buses with a total net book value of \$0

- There are 9 Paratransit Vehicles that have reached their useful life and exceeding the FTA mileage requirement. Additionally, all would require significant repair and overhaul.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2022.

LYNX Finance & Audit Committee Agenda

Categorical Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$50,524	0
Other Vehicles	\$194,146	0
Revenue Vehicles	\$652,143	0
GRAND TOTAL	\$896,813	\$ 0

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
18623	13075	8/11/2015	CE	Dell Toughbook	5	\$5,842	\$0
17336	11999	3/31/2014	CE	Dell Toughbook	5	\$3,761	\$0
17338	11997	3/31/2014	CE	Dell Toughbook	5	\$3,761	\$0
16963	11255	11/30/2013	CE	Del Xps Ultrabook	5	\$2,556	\$0
16392	11197	8/26/2013	CE	APC BACKUP 3000	5	\$1,850	\$0
18455	12829	2/19/2015	CE	Dell OptiPlex Computer	5	\$1,768	\$0
18456	12830	2/19/2015	CE	Dell OptiPlex Computer	5	\$1,768	\$0
18459	12833	2/19/2015	CE	Dell OptiPlex Computer	5	\$1,768	\$0
18466	12840	2/19/2015	CE	Dell OptiPlex Computer	5	\$1,768	\$0
17300	11983	3/31/2014	CE	Dell Computer 9020	5	\$1,598	\$0
18192	12669	10/31/2014	CE	Dell OptiPlex Computer	5	\$1,568	\$0
17327	12067	3/31/2014	CE	Dell Computer 9020	5	\$1,529	\$0
18502	12930	3/17/2015	CE	Dell Computer 9020	5	\$1,398	\$0
17095	11862	2/28/2014	CE	Dell Computer 9020	5	\$1,354	\$0
17100	11867	2/28/2014	CE	Dell Computer 9020	5	\$1,354	\$0
17101	11868	2/28/2014	CE	Dell Computer 9020	5	\$1,354	\$0
16411	11201	8/6/2013	CE	Dell Computer 9010	5	\$1,324	\$0
15452	10695	3/20/2013	CE	Dell Computer 9010	5	\$1,214	\$0
15453	10696	3/20/2013	CE	Dell Computer 9010	5	\$1,214	\$0
15457	10700	3/20/2013	CE	Dell Computer 9010	5	\$1,214	\$0
15459	10702	3/20/2013	CE	Dell Computer 9010	5	\$1,214	\$0
15476	10718	3/20/2013	CE	Dell Computer 9010	5	\$1,214	\$0
15498	10740	3/20/2013	CE	Dell Computer 9010	5	\$1,214	\$0
13718	9625	3/23/2011	CE	Dell Computer 980	5	\$1,158	\$0
18881	13594	10/14/2015	CE	Dell Computer 9020M	5	\$907	\$0
18882	13595	10/14/2015	CE	Dell Computer 9020M	5	\$907	\$0
18883	13596	10/14/2015	CE	Dell Computer 9020M	5	\$907	\$0
18884	13597	10/14/2015	CE	Dell Computer 9020M	5	\$907	\$0

LYNX Finance & Audit Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
18216	12647	10/31/2014	CE	Dell OptiPlex Computer	5	\$711	\$0
18217	12648	10/31/2014	CE	Dell OptiPlex Computer	5	\$711	\$0
18219	12650	10/31/2014	CE	Dell OptiPlex Computer	5	\$711	\$0
				Subtotal Computer Equipment		\$50,524	
17273	289-114	3/31/2014	OV	2014 Ford E350	4	\$30,496	\$0
14685	35751	9/30/2012	OV	2012 Ford E350	5	\$29,979	\$0
15866	36255	6/7/2013	OV	2013 Ford E350	4	\$29,168	\$0
15871	36252	6/7/2013	OV	2013 Ford E350	4	\$29,168	\$0
12560	28243	1/31/2008	OV	Ford E350	4	\$27,000	\$0
11185	26292	9/30/2006	OV	Ford E-350	4	\$25,077	\$0
14602	35742	8/1/2012	OV	2012 Dodge Caravan	4	\$23,258	\$0
				Subtotal Other Vehicles		\$194,146	
18326	141084	12/31/2014	RV	Turtle Paratransit Bus	4	\$73,030	\$0
18328	141087	12/31/2014	RV	Turtle Paratransit Bus	4	\$73,030	\$0
18329	141090	12/31/2014	RV	Turtle Paratransit Bus	4	\$73,030	\$0
17798	140021	7/31/2014	RV	Turtle Paratransit Bus	5	\$72,328	\$0
17800	140023	7/31/2014	RV	Turtle Paratransit Bus	5	\$72,328	\$0
17869	140031	8/31/2014	RV	Turtle Paratransit Bus	5	\$72,328	\$0
16940	131399	12/31/2013	RV	Turtle Paratransit Bus	5	\$72,023	\$0
16941	131400	12/31/2013	RV	Turtle Paratransit Bus	5	\$72,023	\$0
17195	131398	1/31/2014	RV	Turtle Paratransit Bus	4	\$72,023	\$0
				Subtotal Revenue Vehicles		\$652,143	
				Grand Totals		\$896,813	

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.C. ii

To: LYNX Finance & Audit Committee

From: **Leonard Antmann**
Chief Financial Officer
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

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

Date: 9/16/2021

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's 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.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity

LYNX Finance & Audit Committee Agenda

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2022 non-operating revenue.

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

Article	Quantity
Apron	3
Baby Stroller	4
Backpack	98
Bag	206
Bible	6
Bike	140
Books	28
Cane	17
Card	110
Case	29
Cellphone	300
Clothing	30
Electronic Device	138
Envelope	5
Folder/Binder	10
Footwear	12
Glasses	156
Gloves	16
Hat	47
Jacket/Hoodie	57
Jewelry	13
Luggage	6
Lunch Bag	31
Other (See Description)	103
Purse	13
Sweater/Sweatshirt	10
Thermos/Mug	20
Tools	13
Toy	14
Umbrella	44
Watch	7
Total	1686

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iii

To: LYNX Finance & Audit Committee

From: Elvis Dovales
Director Of Maintenance
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Enter into a Cooperative Purchase Contract with Proterra, Inc. for Procurement of Six (6) Proterra 35' Battery Electric Buses and Related Items from Proterra, Inc. for a Not to Exceed Amount of \$5,300,000

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Cooperative Purchase contract with Proterra, Inc. for procurement of six (6) 35' battery electric buses and related items at a not to exceed amount of \$5,300,000.

BACKGROUND:

Staff is requesting authorization to purchase six (6) 35-foot electric buses, including related items from Proterra, Inc. Staff has verified with the Georgia Department of Administrative Services that LYNX can purchase off of their competitively bid contract number 99999-001-SPD0000138-0007. After the passage of the FAST Act in 2015, transit agencies are able to use state purchasing schedules located outside of the state in which they are located.

At the April 23, 2020, Board of Director's meeting, staff received authorization under Consent Agenda Miscellaneous Item v.i. to submit an application to the Federal Transit Administration (FTA) for the FY2020 Competitive Funding Opportunity, Section 5339 Bus and Bus Facilities Program for six (6) electric buses and charging infrastructure.

LYNX Finance & Audit Committee Agenda

The grant application has the following budget items:

6 Electric Buses and support items			\$ 5,150,000
Chargers, approximately			\$ 150,000
Total			\$ 5,300,000
FTA 5339 Share		54%	\$ 2,840,000
Other Federal		19%	\$ 1,000,000
Local Share		28%	\$ 1,460,000
Total		100%	\$ 5,300,000

The City of Orlando has committed \$1,168,824 towards the local share for the buses. The Orlando Utilities Commission has also committed up to \$291,176 toward this program for buses and charging infrastructure. This funding will be able to increase the capacity of the existing charging station to provide charging for these additional six (6) buses. LYNX will work with the Orlando Utilities Commission to identify the vendor for the upgrade equipment for the charging equipment.

The FTA announced on Tuesday, August 18, 2020 the allocation of \$463,848,929 to projects under the Fiscal Year (FY) 2020 Grants for Buses and Bus Facilities Program selections, including \$2,840,000 for LYNX. This amount fully funds the LYNX request in the submission.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

DBE regulations require FTA recipients to report transit vehicle procurement awards (49 CFR 26.49). FTA grantees are required to submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. Only eligible TVMs may bid on FTA-assisted transit vehicle procurements. Transit vehicle manufacturers that have submitted a goal methodology to FTA that has been approved, or has not been disapproved, at the time of solicitation are eligible to bid (49 CFR 26.49(a)(1)). Proterra has submitted their DBE goal methodology to FTA with a DBE goal of 1%.

FISCAL IMPACT:

The Approved FY2022 Capital Budget includes \$5,350,000 for the purchase of six (6) Electric Vehicles. The funding for this project includes local contributions of \$1,460,000 from the City of Orlando (\$1,168,824) and Orlando Utilities Commission (\$291,176). The Federal funding is \$2,840,000 from the 5339 Grant Award and the remainder from Federal 5307 Capital funding.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iv

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Standalone Cyber Liability

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and bind coverage and premium for its PGIT Liability Renewal, Standalone Public Officials and Standalone Cyber Liability Insurance Program and Fiduciary Liability Insurance Program, with the assistance of Arthur J. Gallagher, Broker. The annual premium is \$584,257.

BACKGROUND:

At the Board of Director's meetings on August 26, 2020, the Board of Director's authorized the Chief Executive Officer (CEO) to negotiate and bind coverage and premiums for its PGIT Liability Renewal, Standalone Public Officials and Standalone Cyber Liability Insurance Program. This was executed for one year, beginning October 1, 2020 through October 1, 2021.

<u>Premiums</u>	<u>2020</u>	<u>2021</u>	<u>Change</u>	<u>% Change</u>
General Liability	\$65,458	\$71,883	\$6,425	10%
Crime	\$1,175	\$1,293	\$118	10%
Cyber	\$23,642	\$21,912	-\$1,730	-7%
Public Officials & EPL	\$58,369	\$58,369	\$0	0%
APD	\$299,965	\$350,861	\$50,896	17%
Road Ranger Auto Liability	\$61,056	\$52,659	-\$8,397	-14%
Road Ranger APD	\$33,077	\$27,280	-\$5,797	-18%
TOTAL	\$542,742	\$584,257	\$41,515	8%

LYNX Finance & Audit Cmmittee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2022 Proposed Operating Budget includes \$869,232 for insurance expense. There are several policies that renew in April and the remaining budget will cover those anticipated premiums.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. v

To: LYNX Finance & Audit Committee

From: Bruce Detweiler
Interim Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6136

Item Name: Authorization to Initiate Public Outreach for Fiscal Year 2022 Proposed Service Changes

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for the proposed service changes scheduled to occur in Fiscal Year 2022.

BACKGROUND:

Three times per year, LYNX conducts service changes. LYNX proactively informs and involves the Central Florida community in the planning and implementation of LYNX's new services, routing adjustments, passenger fare adjustments, new facility construction, capital projects, and planning activities in accordance with Federal and State regulations. In Fiscal Year 2022, these service changes are tentatively scheduled to occur in December, April and August.

The LYNX Public Participation Program includes utilizing a continuous communication program with various outreach techniques appropriate to both the proposed action and the affected public. LYNX staff members inform customers and members of the public of proposed changes through the LYNX website, social media, newspaper advertisements, posted flyers, as well as public meetings and workshops.

LYNX's Public Participation Program mandates public notice and public hearings for any service reductions impacting more than 25% percent of an individual route's total revenue hours or revenue miles and any proposed route eliminations. The exception to this reduction of service threshold are routes that have existed less than two years or have been introduced as service development or experimental service.

LYNX Finance & Audit Committee Agenda

Public notices and public hearings are also required for any proposed alternatives that have the potential to create a disparate impact or disproportionate burden of plus or minus 10% percent, if implemented, on minority or lower income populations in LYNX's service area.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

All proposed service changes are expected to be budget neutral and will be supported with funds included in the FY2022 Operating Budget.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. vi

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2022

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO), those designated by the CEO, and members of the Mobility Services Department be authorized to enter into Transportation Disadvantaged Coordination Contracts with human services agencies, local public bodies, non-profit agencies and other eligible providers pursuant to the LYNX Transportation Disadvantaged Service Plan (TDSP).

BACKGROUND:

The Central Florida Regional Transportation Authority, dba LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties. As referenced in the TDSP, LYNX has the responsibility to coordinate transportation through human service agencies with available resources to assist in providing direct transportation to the disadvantaged community within the tri-county service area. Transportation Disadvantaged Coordination Contracts are provided to these agencies as evidence of their participation in the coordinated system which allows them to directly invoice state and federal funding sources for transportation services, when authorized by and in full compliance with state and federal funding source.

LYNX Finance & Audit mmittee Agenda

Coordinated Agencies:

Aspire Health Partners, Inc.	Pachot Group Home
Crystal Lake Supportive Environments Inc. (Attain Inc.)	Primrose Center, Inc.
Central Florida Group Homes, LLC	Life Concepts, Inc. - Quest Inc.
Elquanah Group Homes Inc.	Seniors First Inc.
National Mentor Healthcare -- (Florida Mentor)	The Opportunity Center, Inc.
Good Samaritan Society - Kissimmee Village	Osceola Council On Aging
Meals on Wheels, Etc.	Trinity Home Care

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Transportation Disadvantaged Coordination Contracts have no monetary value and there is no fiscal impact to the Authority.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. vii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program and for Rural Areas 5311 Program under the 2021 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA) in the total amount of approximately \$7,835,000

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution #21-006, attached hereto. This action also includes authorization for the Chief Executive Officer (CEO) or designee to execute Public Transportation Grant Agreements (PTGA) from FDOT originating from this funding opportunity, as well as any future amendments to the PTGA.

BACKGROUND:

On September 14, 2021, the Florida Department of Transportation conducted a webinar announcing its funding solicitation and guidance for Sections 5310 and 5311 Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA).

These funds will help prevent service cuts, protect employees from layoffs, keep riders and workers safe, and strengthen our economy. Transportation workers are serving on the front lines of this pandemic: delivering the vaccine, getting people to essential jobs, healthcare and vaccine appointments and providing goods and services to people who need them.

Section 5310 funds may be used for operating expense of transit services to seniors and/or individuals with disabilities. Section 5311 funds may be used for the operating expenses of

LYNX Finance & Audit Committee Agenda

transit services to the general public in rural areas. Funding may be used to pay for the operational costs of providing essential services through the incidental use of transit assets.

- Essential services are services that help provide the community with safety and security or access to food, water, shelter, social services/ medical care, and communications infrastructure.
- CRRSAA and ARPA funds may be used for operating expenses, including the operational costs of providing essential services, at 100% Federal share.

LYNX intends to apply for operating assistance for Section 5310; approximately \$435,000 for contracted services for specialized transportation under the Mobility Management brokerage model; and approximately \$7,400,000 of 49 U.S.C. 5311 to maintain provision of services in the rural areas.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

CERTA RESOLUTION NO. 21-006

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FEDERAL PROGRAM UNDER U.S.C. SECTION 5310 AND 5311, AS SUPPLEMENTED BY CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) AND AMERICAN RESCUE PLAN ACT (ARPA) OF 2021, IN THE AMOUNT OF APPROXIMATELY \$7,835,0000 DOLLARS.

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

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The LYNX Board of Directors has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The Board of Directors has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT in FY2022-2023.
4. The Board of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to submit grant applications to the Florida Department of Transportation for fiscal year 2022-2023 in the amount of approximately \$7,835,000 dollars on behalf of LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications, assurances, reimbursement invoices and any other documents in connection with the grant applications.
5. The Board of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation for operating assistance for rural transportation services (5311), and transportation services for elderly persons and persons with disabilities program funds (5310).
6. The Board of Directors authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.
7. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FEDERAL PROGRAM UNDER U.S.C. SECTION 5310 AND 5311, AS SUPPLEMENTED BY CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT (CRRSAA) AND AMERICAN RESCUE PLAN ACT (ARPA) OF 2021, IN THE AMOUNT OF APPROXIMATELY \$7,835,000 DOLLARS.

APPROVED AND ADOPTED this 23rd day of September 2021 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

LYNX Finance & Audit Committee Agenda

Action Agenda Item #6.A.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2022 Service Funding Agreements with the Regional Funding Partners

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2022 Budget.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

The Counties of Orange, Osceola and Seminole (hereinafter, the Regional Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

LYNX and the Regional Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP).

LYNX Finance & Audit Cmmittee Agenda

The funding partner agreement for FY2022 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2022 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

Please reference the following **Exhibit “C”**, which is included in each of the Regional Funding Partners’ Agreements.

LYNX Finance & Audit Committee Agenda

Exhibit C

	FY2022 Funding Model Amount	Additional Capital *	FY2022 Funding Agreement
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	\$ 71,422,119	\$ -	\$ 71,422,119
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 9,037,152	\$ 1,168,824	\$ 10,205,976
Subtotal Operating Funding	\$ 80,459,271	\$ 1,168,824	\$ 81,628,095
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	\$ 2,263,645	\$ -	\$ 2,263,645
Total Local Funds	\$ 82,722,916	\$ 1,168,824	\$ 83,891,740

*Local match towards vehicle replacement.

**Service Funding Agreement
by and between
Orange County, Florida
and
Central Florida Regional Transportation Authority**

DRAFT

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 10, 2020 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2020 to September 30, 2021 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2021; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits and Addenda.

"Appropriated Amount" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

"Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2021 and ending on September 30, 2022.

"Deadhead Hours" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

"Deadhead Miles" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

"Demand Response Service" or **"NeighborLink"** means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2021 and ending the following September 30, 2022.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2022 and ending the following September 30, 2023.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“Revenue Service” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“Service Area” means generally the geographic area of the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the **“Appropriated Amount”**) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2021 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the **“Post-Termination Payment”**) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2022 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.
 - (E) Percent farebox return (i.e., percent of Operating Expenses

recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount:

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing including the following:

- (A) All of LYNX’s funding partners;
- (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

Orange County Comptroller's Office
109 E. Church Street, Suite 300
Orlando, FL 32801
407-836-5115
comptroller@occompt.com

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall

be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Orange County
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Byron W. Brooks, AICP, County Administrator

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: Manager, OMB

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: James E. Harrison, Esq., P.E., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF ORANGE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Jerry L. Demings, County Mayor

For the use and reliance of Orange County
only. Approved as to form and legal
sufficiency.

Date: _____

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

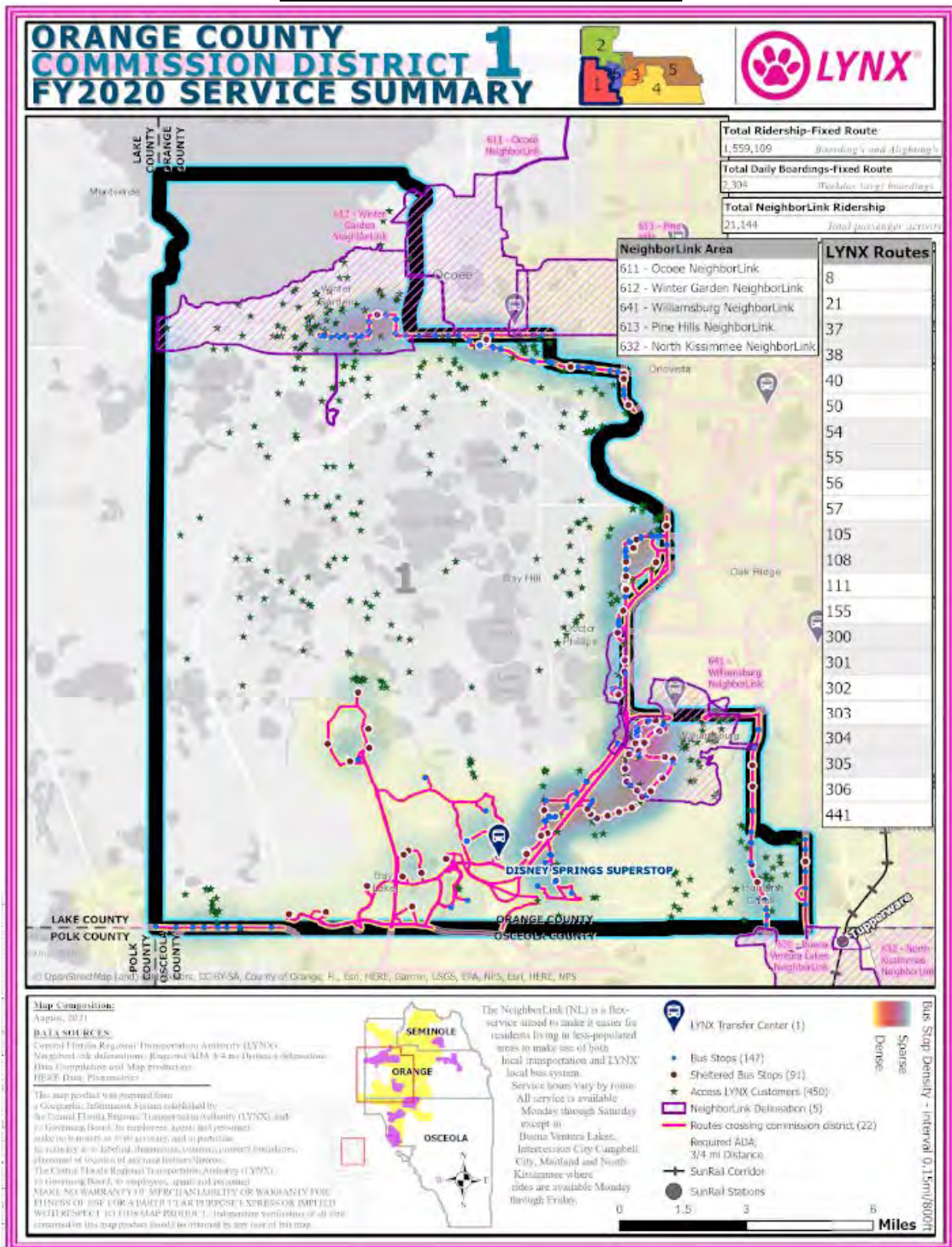
Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior Staff Attorney

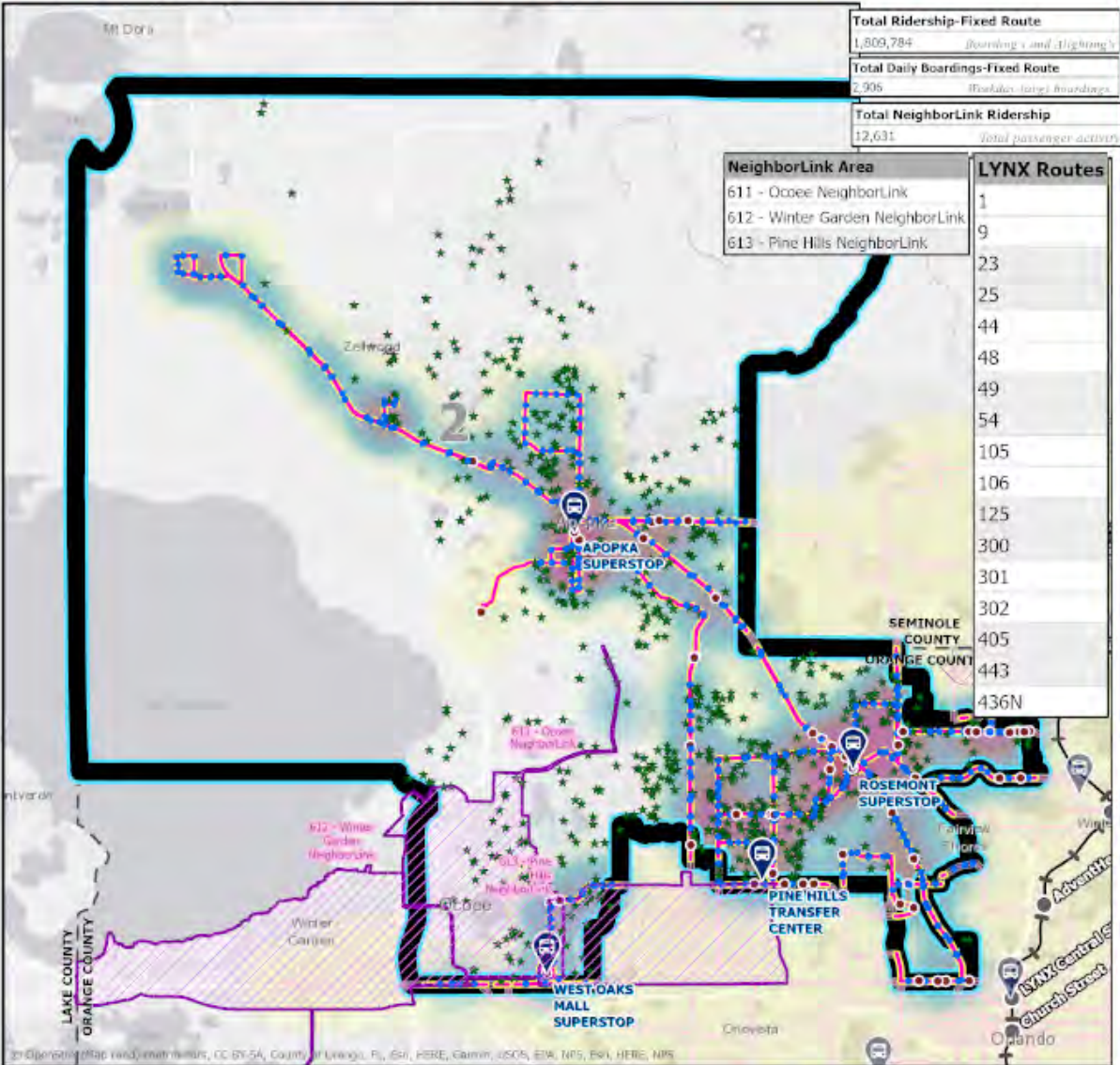
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA



ORANGE COUNTY COMMISSION DISTRICT 2 FY2020 SERVICE SUMMARY



Total Ridership-Fixed Route	1,809,784	<i>Boardings and Alightings</i>
Total Daily Boardings-Fixed Route	2,906	<i>Boardings (one-way boardings)</i>
Total NeighborLink Ridership	12,631	<i>Total passenger activity</i>

NeighborLink Area	
611 - Ocoee NeighborLink	1
612 - Winter Garden NeighborLink	9
613 - Pine Hills NeighborLink	23

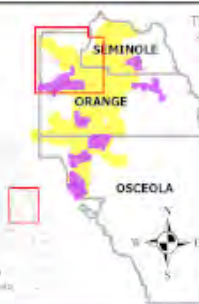
LYNX Routes	
1	
9	
23	
25	
44	
48	
49	
54	
105	
106	
125	
300	
301	
302	
405	
443	
436N	

Map Composition:
August, 2021

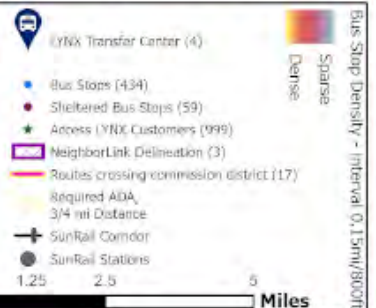
DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Reported ADA 3/4 mi. Distance delineations
Data Compliance and Map production
HARRIS Data Phenomena

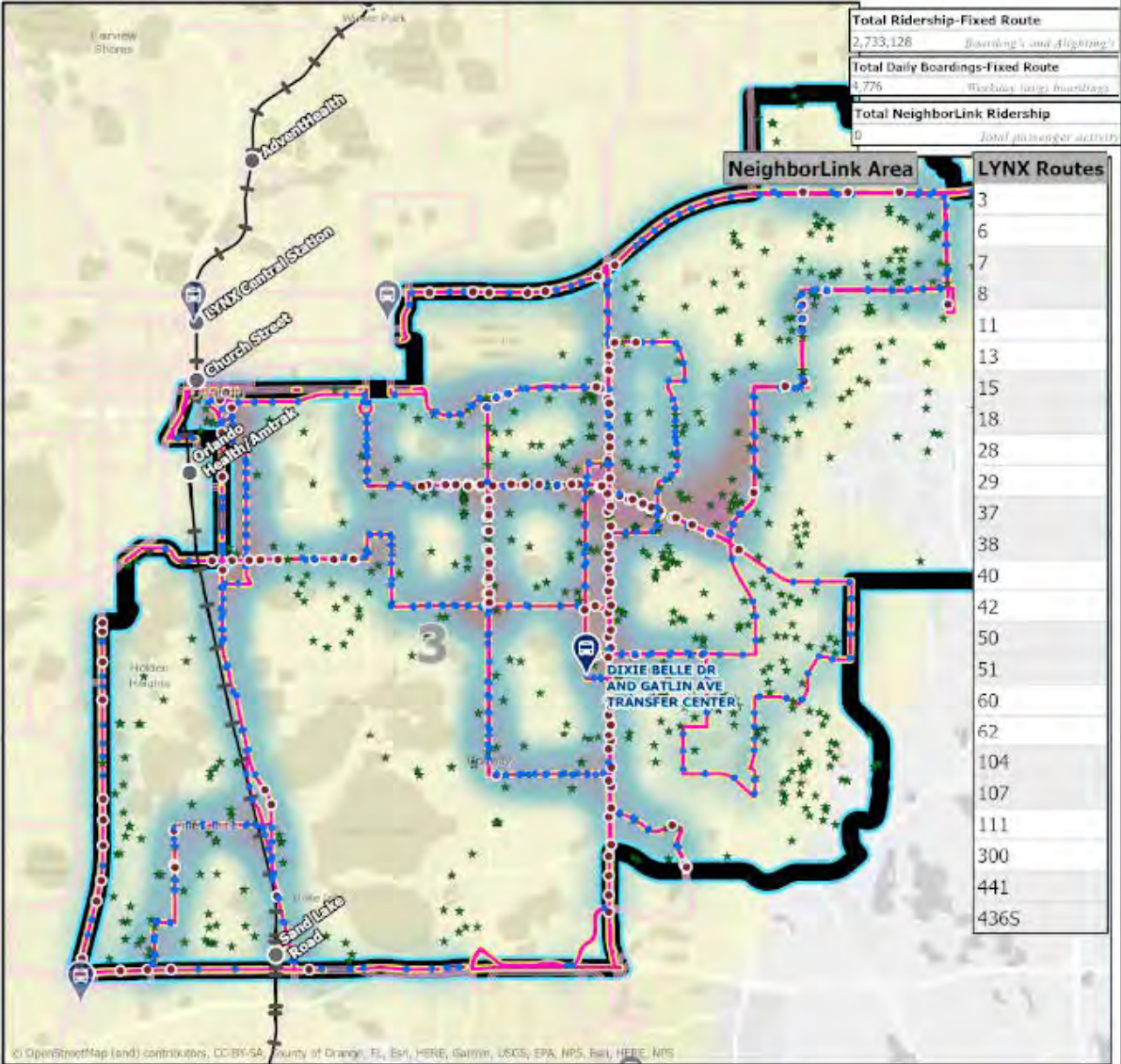
This map product was prepared from...
a Geographic Information System established by...
the Central Florida Regional Transportation Authority (LYNX) and...
its Governing Board. Its employees, agents and personnel...
make no warranty as to its accuracy and its particular...
accuracy with labeling, dimensions, content, property boundaries...
placement or location of any map features thereon.
The Central Florida Regional Transportation Authority (LYNX),...
its Governing Board, its employees, agents and personnel...
MAKE NO WARRANTY OF MERCHANTABILITY OR WORKMANSHIP...
FITNESS OF USE FOR ANY PARTICULAR PURPOSE, EXPRESS OR IMPLIED...
WITH RESPECT TO THIS MAP PRODUCT. Independent verification of data...
contained on this map product should be obtained by any user of this map.



The NeighborLink (NL) is a flex...
service aimed to make it easier for...
residents living in less-populated...
areas to make use of both...
local transportation and LYNX...
local bus system.
Service hours vary by route.
All service is available...
Monday through Sunday...
except in...
Buenos Venturas Lakes...
Intercession City/Campbell...
City, Maitland and North...
Kissimmee where...
rides are available Monday...
through Friday.



ORANGE COUNTY COMMISSION DISTRICT 3 FY2020 SERVICE SUMMARY



Total Ridership-Fixed Route	2,733,128	<i>Boarding's and Alighting's</i>
Total Daily Boardings-Fixed Route	4,776	<i>Weekday (avg) boardings</i>
Total NeighborLink Ridership	0	<i>Total passenger activity</i>

© OpenStreetMap (and) contributors, CC-BY-SA, County of Orange, FL, Esri, HERE, Garmin, USGS, EPA, NPS, Bnl, HERE, NTS

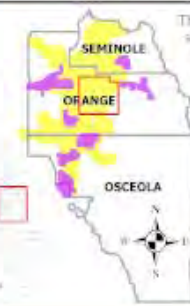
Map Composition:

(August, 2021)

DATA SOURCES:

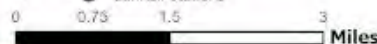
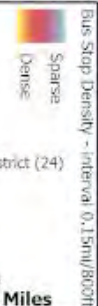
Central Florida Regional Transportation Authority (LYNX)
Neighborhood demographics, Required ADA 5/4 mi Distance determination
Data Compilation and Map production
DPR's Data, Planning/Service

This map product was prepared from:
- Geographic Information System (GIS) data
- The Central Florida Regional Transportation Authority (LYNX) and
- its Governing Board. Its employees, agents and personnel
make no warranty as to its accuracy, and in particular
its accuracy with labeling, dimensions, content, property boundaries,
placement or location of any map features herein.
The Central Florida Regional Transportation Authority (LYNX),
its Governing Board, its employees, agents and personnel
MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR
FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED
WITH RESPECT TO THIS MAP PRODUCT. Indemnification of all such
damages on this map product shall be obtained by any user of this map.

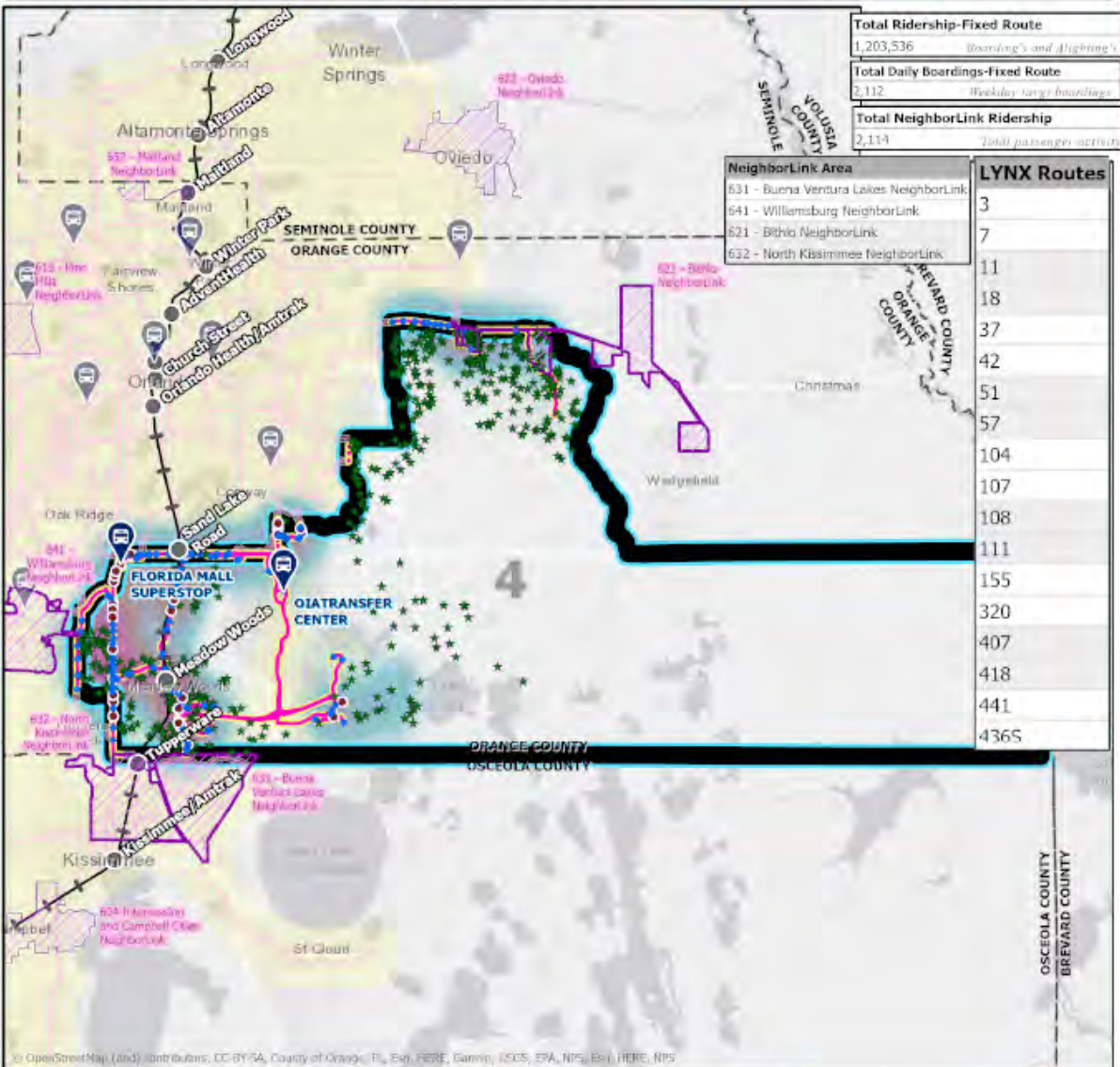


The NeighborLink (NL) is a free service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX bus system.
Service hours vary by route:
All service is available Monday through Saturday except in:
- Buena Vista/Lake Wales
- Kissimmee City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (1)
- Bus Stops (468)
- Sheltered Bus Stops (161)
- Access LYNX Customers (915)
- Routes crossing commission district (24)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



ORANGE COUNTY COMMISSION DISTRICT 4 FY2020 SERVICE SUMMARY

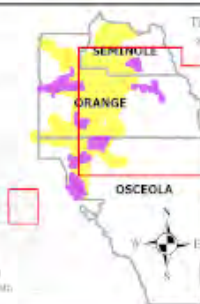


Map Composition:
August, 2021

DATA SOURCES

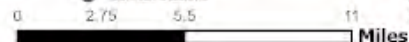
Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Required ADA 3/4 mi Distance delineation
Data Compilation and Map production
HERE Data, Proximities

This map product was prepared from geographic information system established by the Central Florida Regional Transportation Authority (LYNX), and its Governing Board. The information, goods and services, including its quality in large accuracy and its publication in accuracy is in large, the information is not intended to be used as a source of information of any other business or service. The Central Florida Regional Transportation Authority (LYNX) and its Governing Board, its employees, agents and personnel, MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF USE FOR A PARTICULAR PURPOSE. NO IMPLIED WARRANTIES TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by one user of this map.

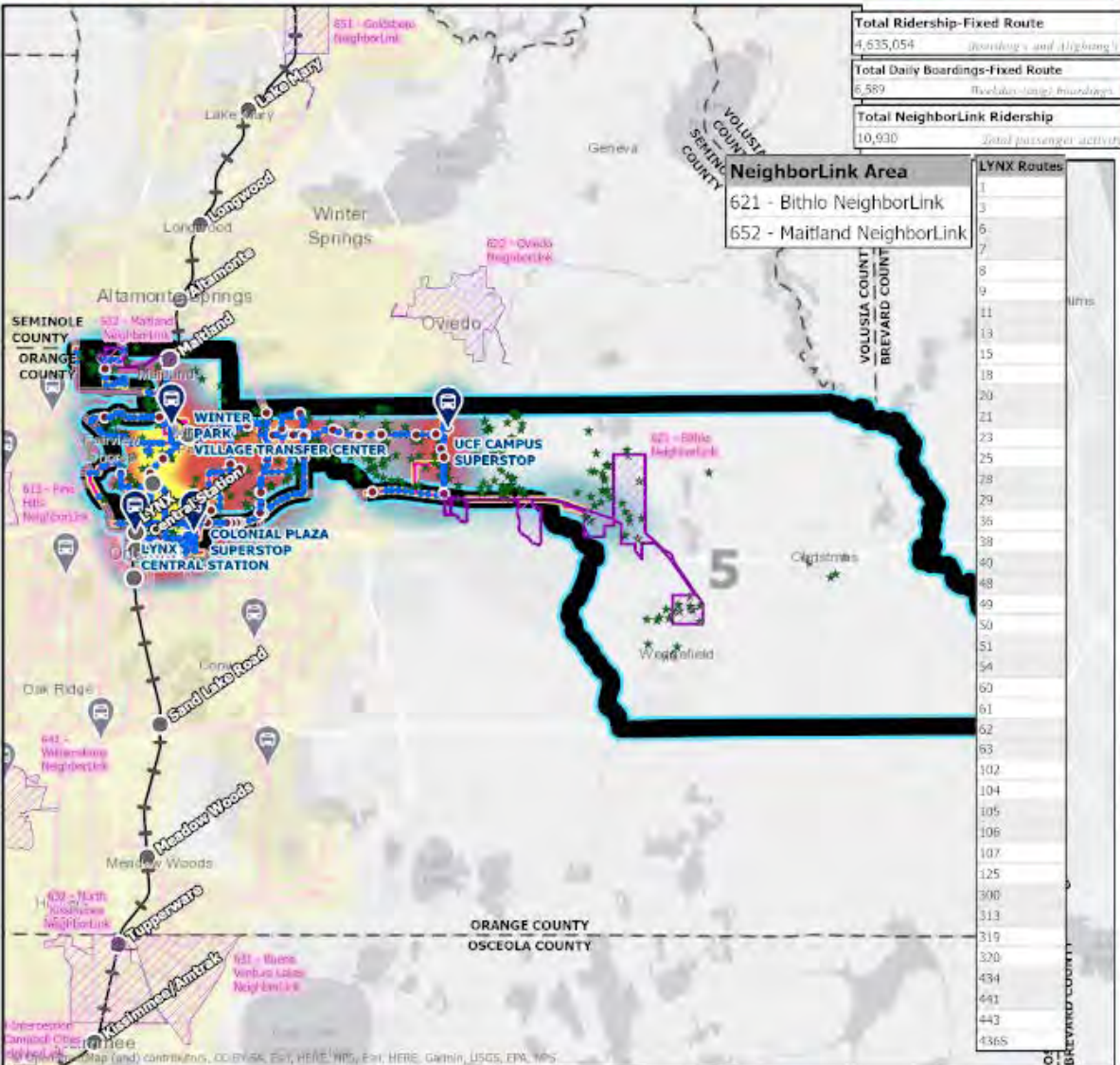


The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City-Campbell City, Mistland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (2)
- Bus Stops (140)
- Sheltered Bus Stops (33)
- Access LYNX Customers (674)
- NeighborLink Delineation (4)
- Routes crossing commission district (18)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



ORANGE COUNTY COMMISSION DISTRICT 5 FY2020 SERVICE SUMMARY



Total Ridership-Fixed Route	
4,635,054	<i>(Boardings and Alightings)</i>
Total Daily Boardings-Fixed Route	
6,589	<i>(Weekday-morning boardings)</i>
Total NeighborLink Ridership	
10,930	<i>(Total passenger activity)</i>

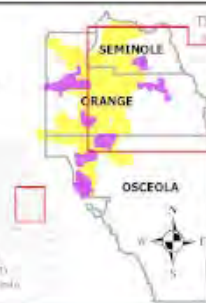
NeighborLink Area
621 - Bithlo NeighborLink
652 - Maitland NeighborLink

LYNX Routes
1
2
3
6
7
8
9
11
13
15
18
20
21
23
25
28
29
36
39
40
48
49
50
51
54
60
61
62
63
102
104
105
106
107
125
300
313
319
320
434
441
443
436S

Map Composition:
August, 2021

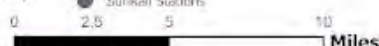
DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Request ADA for bus Delineation delineations
Data Compilation and Map production
HF20 Data Parameters

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular, no warranty as to the location, dimensions, contents, proximity or boundaries, distances or location of any bus routes shown. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel, MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Indemnification of all liability assumed by this map product could be obtained by any user of this map.



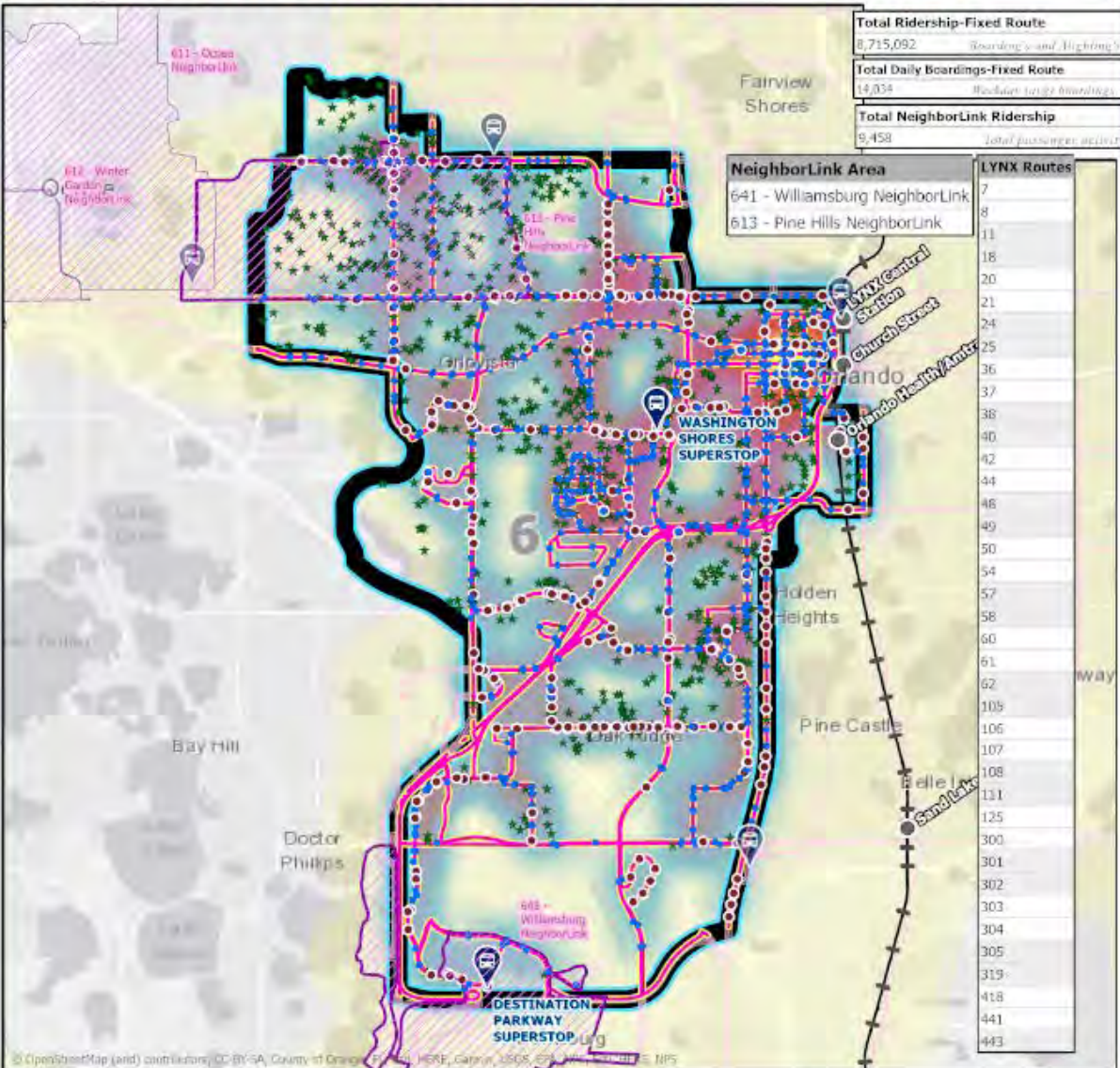
The NeighborLink (NL) is a flexible service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX's local bus system. Service hours vary by route. All service is available Monday through Saturday except in Bithlo, Vero Beach, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (4)
- Bus Stops (514)
- Sheltered Bus Stops (100)
- Access LYNX Customers (662)
- NeighborLink Delineation (2)
- Routes crossing commission district (42)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



Bus Stop Density - Interval 0.15mi/800ft

ORANGE COUNTY COMMISSION DISTRICT 6 FY2020 SERVICE SUMMARY



Total Ridership-Fixed Route	8,715,092	<i>Boarding's and Alighting's</i>
Total Daily Boardings-Fixed Route	14,834	<i>Boarding's and Alighting's</i>
Total NeighborLink Ridership	9,458	<i>Total passenger activity</i>

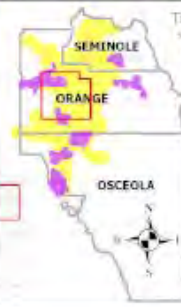
NeighborLink Area	LYNX Routes
641 - Williamsburg NeighborLink	7
613 - Pine Hills NeighborLink	8
	11
	18
	20
	21
	24
	25
	36
	37
	38
	40
	42
	44
	46
	49
	50
	54
	57
	58
	60
	61
	62
	105
	106
	107
	108
	111
	125
	300
	301
	302
	303
	304
	305
	319
	418
	441
	443

Map Composition:
August, 2021

DATA SOURCES

Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Required ADA 3/4 mile distance delineation
Data Compilation and Map production
Hillbilly Data, Pleasanton, CA

This map product was prepared from:
- Geographic Information System data collected by the Central Florida Regional Transportation Authority (LYNX) and its Boarding Station, its employees, and its passengers, and its use is hereby acknowledged and its use is hereby acknowledged.
- The Central Florida Regional Transportation Authority (LYNX), its Boarding Station, its employees, agents and personnel.
MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE OR IMPROVED WITH RESPECT TO THE DATA PROVIDED. Independent verification of all data contained on this map product should be performed by users prior to use.



The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX's local bus system.
Service hours vary by route.
All service is available Monday through Saturday except in Ocala, Veneta Lakes, Intercession City/Campbell City, Manland and North Kissimmee where rides are available Monday through Friday.

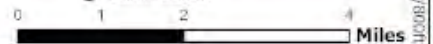
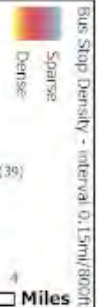
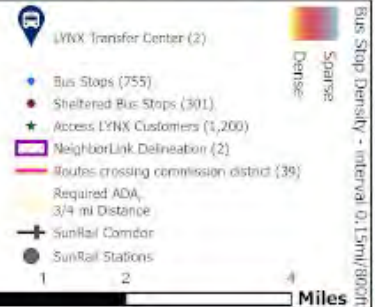


Exhibit “B”

Orange County Transit Service Costs

Description of Appropriated Amount

October 1, 2021 through September 30, 2022

FY2022 Billing Schedule

October-21	\$4,549,187
November-21	\$4,549,187
December-21	\$4,549,187
January-22	\$4,549,187
February-22	\$4,549,187
March-22	\$4,549,187
April-22	\$4,549,187
May-22	\$4,549,187
June-22	\$4,549,187
July-22	\$4,549,187
August-22	\$4,549,187
September-22	\$4,549,182

Annual Funding Request from County **\$54,590,239**

Exhibit “C”

FUNDING MODEL INFORMATION

	<u>FY2022 Funding Model Amount</u>	<u>Additional Capital *</u>	<u>FY2022 Funding Agreement</u>
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	<u>\$ 71,422,119</u>	<u>\$ -</u>	<u>\$ 71,422,119</u>
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,037,152</u>	<u>\$ 1,168,824</u>	<u>\$ 10,205,976</u>
Subtotal Operating Funding	<u>\$ 80,459,271</u>	<u>\$ 1,168,824</u>	<u>\$ 81,628,095</u>
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	<u>\$ 2,263,645</u>	<u>\$ -</u>	<u>\$ 2,263,645</u>
Total Local Funds	<u><u>\$ 82,722,916</u></u>	<u><u>\$ 1,168,824</u></u>	<u><u>\$ 83,891,740</u></u>

*Local match towards vehicle replacement.

**Service Funding Agreement
by and between
Osceola County, Florida
and
Central Florida Regional Transportation Authority**

DRAFT

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **OSCEOLA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 12, 2020 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2020 to September 30, 2021 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2021; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2021 and ending on September 30, 2022

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2021 and ending the following September 30, 2022.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2022 and ending the following September 30, 2023.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“Revenue Service” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area of the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2021 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses)

recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing including the following:

- (A) All of LYNX's funding partners;
- (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year ; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

Public Information Office
1 Courthouse Square
Kissimmee, FL 34741
407-742-0100
BCCPIO@osceola.org

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall

be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Don Fisher, County Manager

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: County Attorney

With copy to: Osceola County
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: James E. Harrison, Esq., P.E., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners

For the use and reliance of Osceola
County only. Approved as to form and
legal sufficiency.

County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Viviana Janer, Vice Chair

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

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

Title: Senior Staff Attorney

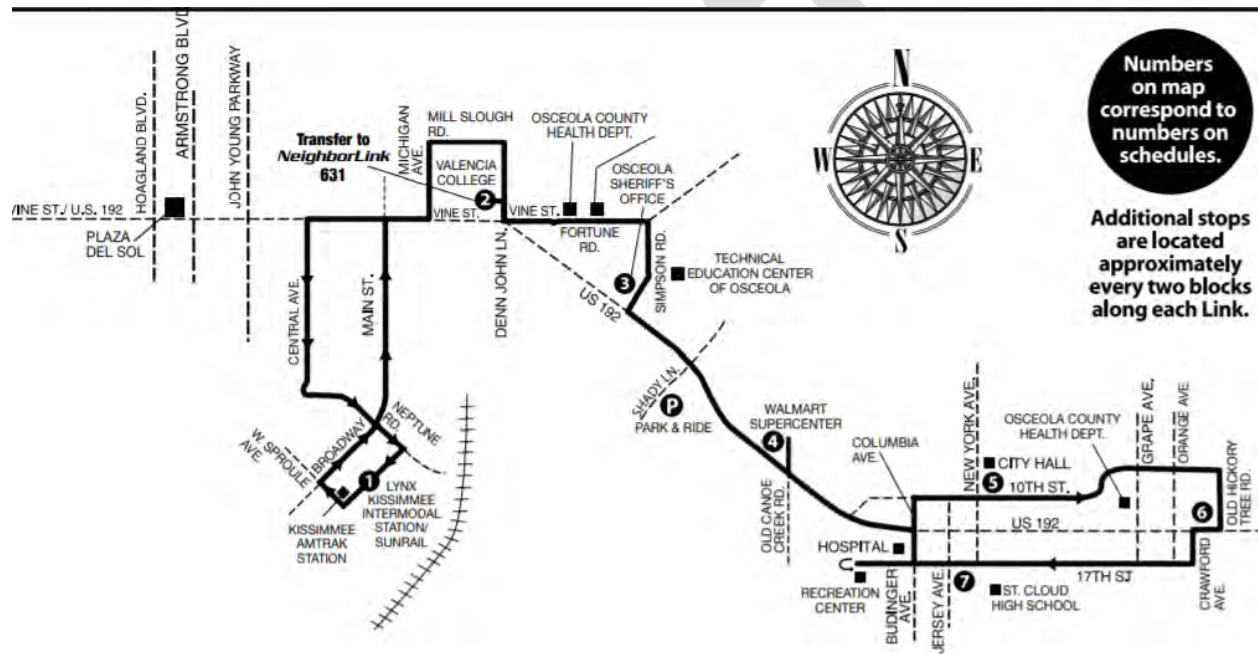
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 10 E. US 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, NeighborLink 631 and NeighborLink 632.



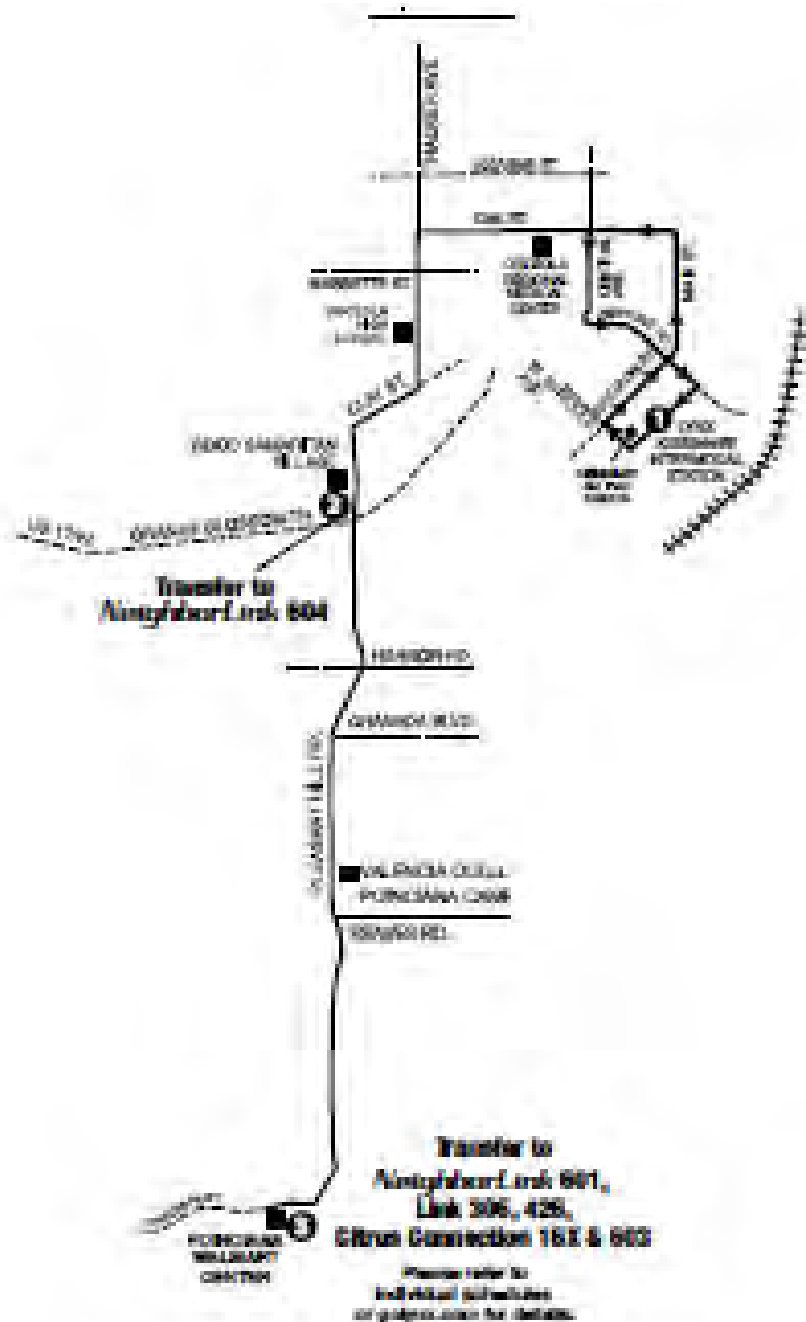
Link 18 S. Orange Ave. /Kissimmee

Serving: LYNX Central Station, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods SunRail Station, Cypress Creek High School, Valencia College Osceola, NeighborLink 631, NeighborLink 632, Vine Street, LYNX Kissimmee Intermodal Station and Sand Lake SunRail Station



Link 26 Pleasant Hill Road/Poinciana

Serving: LYNX Kissimmee Intermodal Station/SunRaid, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, Citrus Connection 603 & 16x, NeighborLink 604, Valencia College – Poinciana Campus and Walmart Poinciana



Link 55 w. US 192/Four Cornersz

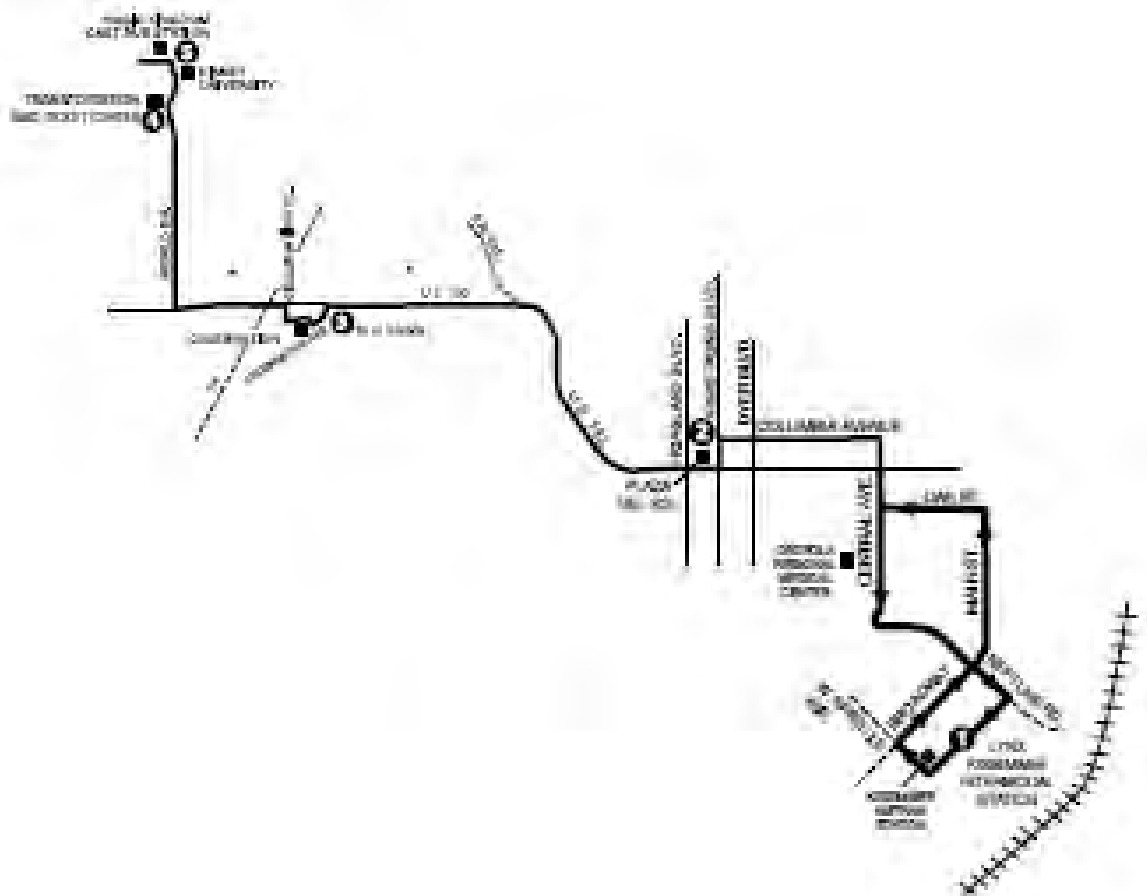
Serving: LYNX Kissimmee Intermodal Station/SunRail, Old Town, Celebration, Orange Lake, Four Corners Walmart, Plaza Del Sol and Citrus Connection 18X



DR

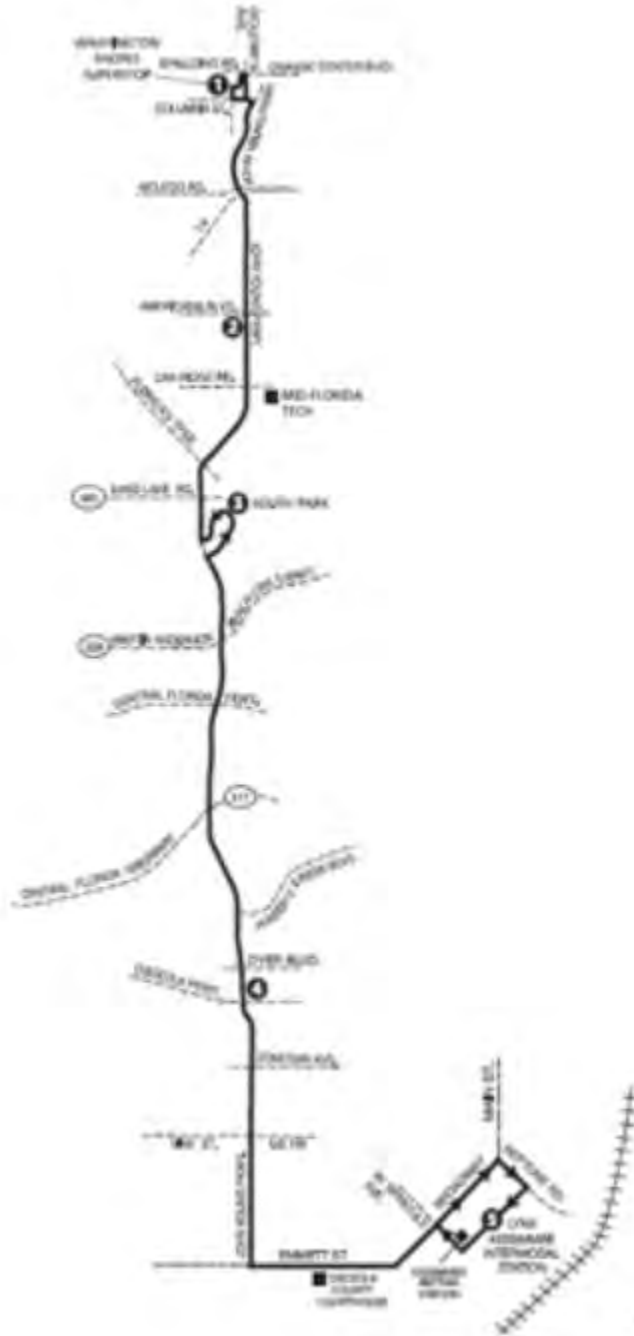
Link 56 w. US 192/ Magic Kingdom

Serving: Plaza Del Sol, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail and Osceola Regional Medical Center



Link 57 John Young Parkway

Serving: Washington Shores SuperStop, Mid Florida Tech, South Park Walmart, Hunter's Creek, LYNX Kissimmee Intermodal Station/SunRail, Osceola County Courthouse and The Loop



Link 108 South US 441/Kissimmee

Serving: Florida Mall Superstop, Gatorland Zoo, AdventHealth- Kissimmee, LYNX Kissimmee Intermodal Station/SunRail. Late Night Service – Florida Mall to Hunters Creek only.



Link 155

The Loop/Bossa Ventana

Lakes/Osceola Parkway

Monday–Friday

No Saturday–Sunday/Holiday
service

SERVING:

- Commodore Shopping Center
- Osceola County School for the Arts
- Walmart Supercenter (Osceola
Plaza)
- The Loop
- Supercenter Headquarters

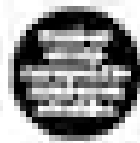
Roundabout Lakes Road/County

Supercenter Central Station

Robert Osceola Community Center

Hegstrom Life Center

Venue/Osceola Road



Osceola County
Transit Authority
www.osceolacountyfla.gov

Monday – Friday

OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155

OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155	OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155	OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155
7:00 AM	7:00 AM	7:00 AM
7:15 AM	7:15 AM	7:15 AM
7:30 AM	7:30 AM	7:30 AM
7:45 AM	7:45 AM	7:45 AM
8:00 AM	8:00 AM	8:00 AM
8:15 AM	8:15 AM	8:15 AM
8:30 AM	8:30 AM	8:30 AM
8:45 AM	8:45 AM	8:45 AM
9:00 AM	9:00 AM	9:00 AM
9:15 AM	9:15 AM	9:15 AM
9:30 AM	9:30 AM	9:30 AM
9:45 AM	9:45 AM	9:45 AM
10:00 AM	10:00 AM	10:00 AM
10:15 AM	10:15 AM	10:15 AM
10:30 AM	10:30 AM	10:30 AM
10:45 AM	10:45 AM	10:45 AM
11:00 AM	11:00 AM	11:00 AM
11:15 AM	11:15 AM	11:15 AM
11:30 AM	11:30 AM	11:30 AM
11:45 AM	11:45 AM	11:45 AM
12:00 PM	12:00 PM	12:00 PM
12:15 PM	12:15 PM	12:15 PM
12:30 PM	12:30 PM	12:30 PM
12:45 PM	12:45 PM	12:45 PM
1:00 PM	1:00 PM	1:00 PM
1:15 PM	1:15 PM	1:15 PM
1:30 PM	1:30 PM	1:30 PM
1:45 PM	1:45 PM	1:45 PM
2:00 PM	2:00 PM	2:00 PM
2:15 PM	2:15 PM	2:15 PM
2:30 PM	2:30 PM	2:30 PM
2:45 PM	2:45 PM	2:45 PM
3:00 PM	3:00 PM	3:00 PM
3:15 PM	3:15 PM	3:15 PM
3:30 PM	3:30 PM	3:30 PM
3:45 PM	3:45 PM	3:45 PM
4:00 PM	4:00 PM	4:00 PM
4:15 PM	4:15 PM	4:15 PM
4:30 PM	4:30 PM	4:30 PM
4:45 PM	4:45 PM	4:45 PM
5:00 PM	5:00 PM	5:00 PM
5:15 PM	5:15 PM	5:15 PM
5:30 PM	5:30 PM	5:30 PM
5:45 PM	5:45 PM	5:45 PM
6:00 PM	6:00 PM	6:00 PM
6:15 PM	6:15 PM	6:15 PM
6:30 PM	6:30 PM	6:30 PM
6:45 PM	6:45 PM	6:45 PM
7:00 PM	7:00 PM	7:00 PM

OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155

OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155	OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155	OSCEOLA COUNTY TRANSIT AUTHORITY LINK 155
7:00 AM	7:00 AM	7:00 AM
7:15 AM	7:15 AM	7:15 AM
7:30 AM	7:30 AM	7:30 AM
7:45 AM	7:45 AM	7:45 AM
8:00 AM	8:00 AM	8:00 AM
8:15 AM	8:15 AM	8:15 AM
8:30 AM	8:30 AM	8:30 AM
8:45 AM	8:45 AM	8:45 AM
9:00 AM	9:00 AM	9:00 AM
9:15 AM	9:15 AM	9:15 AM
9:30 AM	9:30 AM	9:30 AM
9:45 AM	9:45 AM	9:45 AM
10:00 AM	10:00 AM	10:00 AM
10:15 AM	10:15 AM	10:15 AM
10:30 AM	10:30 AM	10:30 AM
10:45 AM	10:45 AM	10:45 AM
11:00 AM	11:00 AM	11:00 AM
11:15 AM	11:15 AM	11:15 AM
11:30 AM	11:30 AM	11:30 AM
11:45 AM	11:45 AM	11:45 AM
12:00 PM	12:00 PM	12:00 PM
12:15 PM	12:15 PM	12:15 PM
12:30 PM	12:30 PM	12:30 PM
12:45 PM	12:45 PM	12:45 PM
1:00 PM	1:00 PM	1:00 PM
1:15 PM	1:15 PM	1:15 PM
1:30 PM	1:30 PM	1:30 PM
1:45 PM	1:45 PM	1:45 PM
2:00 PM	2:00 PM	2:00 PM
2:15 PM	2:15 PM	2:15 PM
2:30 PM	2:30 PM	2:30 PM
2:45 PM	2:45 PM	2:45 PM
3:00 PM	3:00 PM	3:00 PM
3:15 PM	3:15 PM	3:15 PM
3:30 PM	3:30 PM	3:30 PM
3:45 PM	3:45 PM	3:45 PM
4:00 PM	4:00 PM	4:00 PM
4:15 PM	4:15 PM	4:15 PM
4:30 PM	4:30 PM	4:30 PM
4:45 PM	4:45 PM	4:45 PM
5:00 PM	5:00 PM	5:00 PM
5:15 PM	5:15 PM	5:15 PM
5:30 PM	5:30 PM	5:30 PM
5:45 PM	5:45 PM	5:45 PM
6:00 PM	6:00 PM	6:00 PM
6:15 PM	6:15 PM	6:15 PM
6:30 PM	6:30 PM	6:30 PM
6:45 PM	6:45 PM	6:45 PM
7:00 PM	7:00 PM	7:00 PM

PM: Times are shown in bold

Link 306

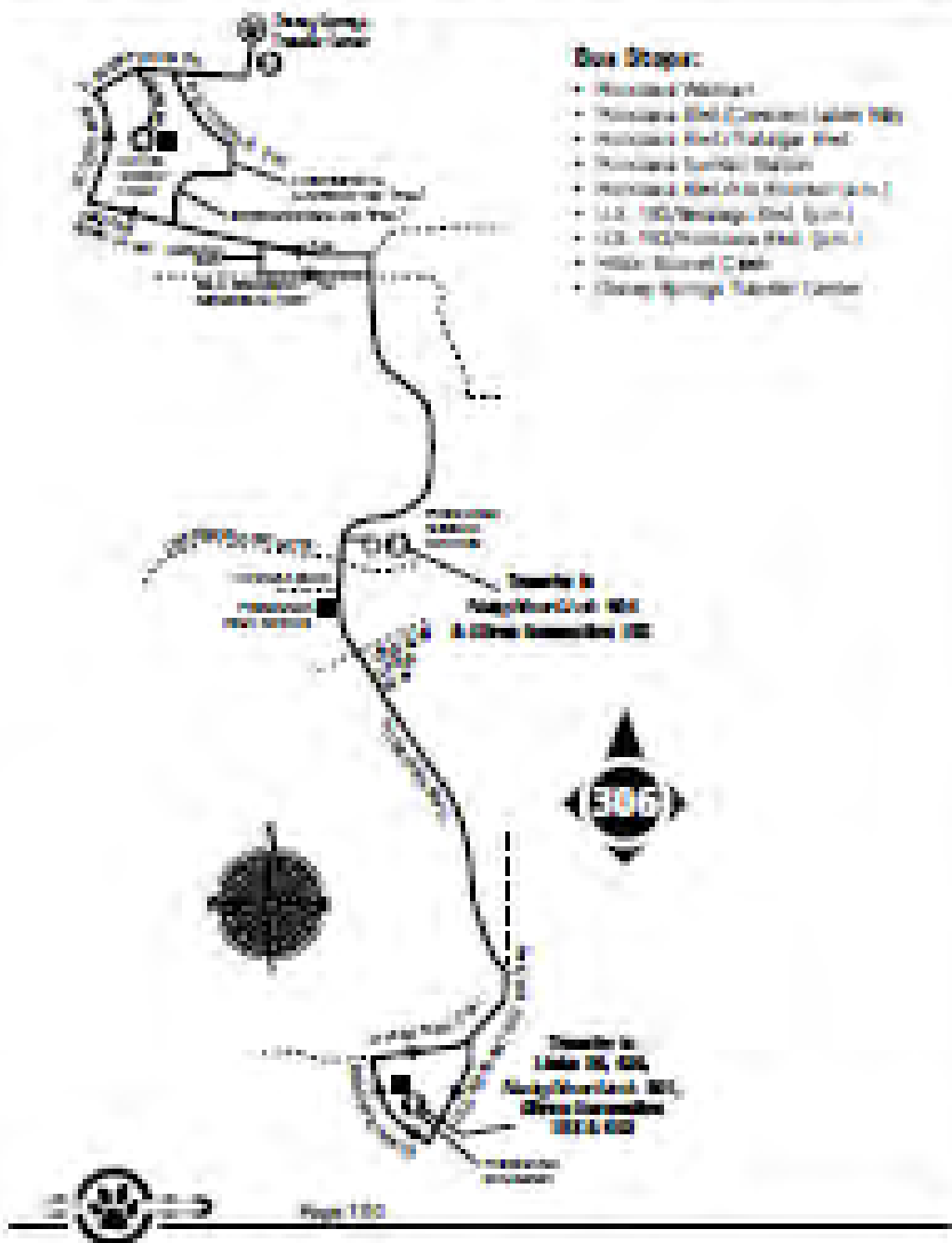
Gluey Direct

Monday-Thursday & Friday
service

SERVING:

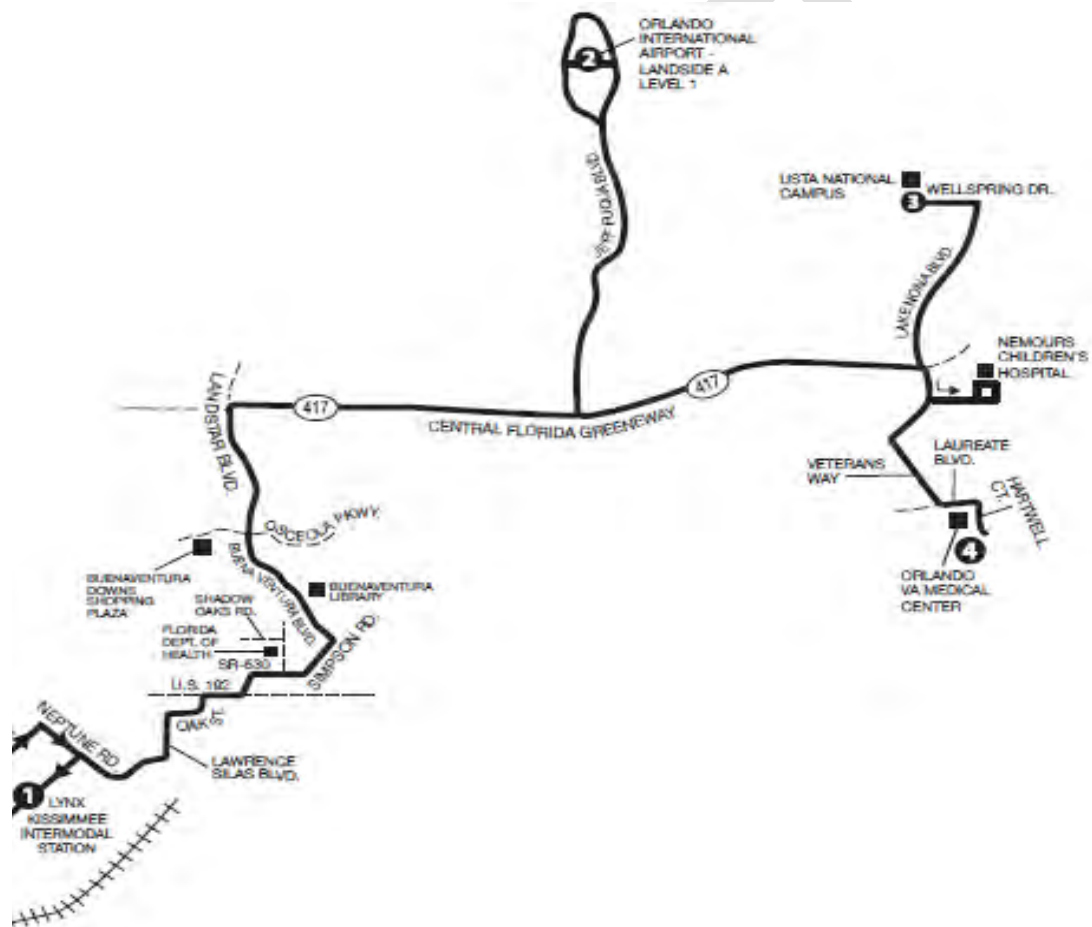
Minneapolis
Minneapolis High School
Gluey Springs Transfer Center
Hills: Birchard Creek Forest
Hwy/BusLink 401

Other Connections: 180, 182, 403
Hwy/BusLink 404
Minneapolis Midway
Minneapolis Southern Station



FastLink 407 Kissimmee/Medical City/Orlando International Airport

Serving: Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventura Downs, Buenaventura Library, Florida Dept. of Health, USTA National Campus, Nemours Children's Hospital, and Orlando VA Medical Center



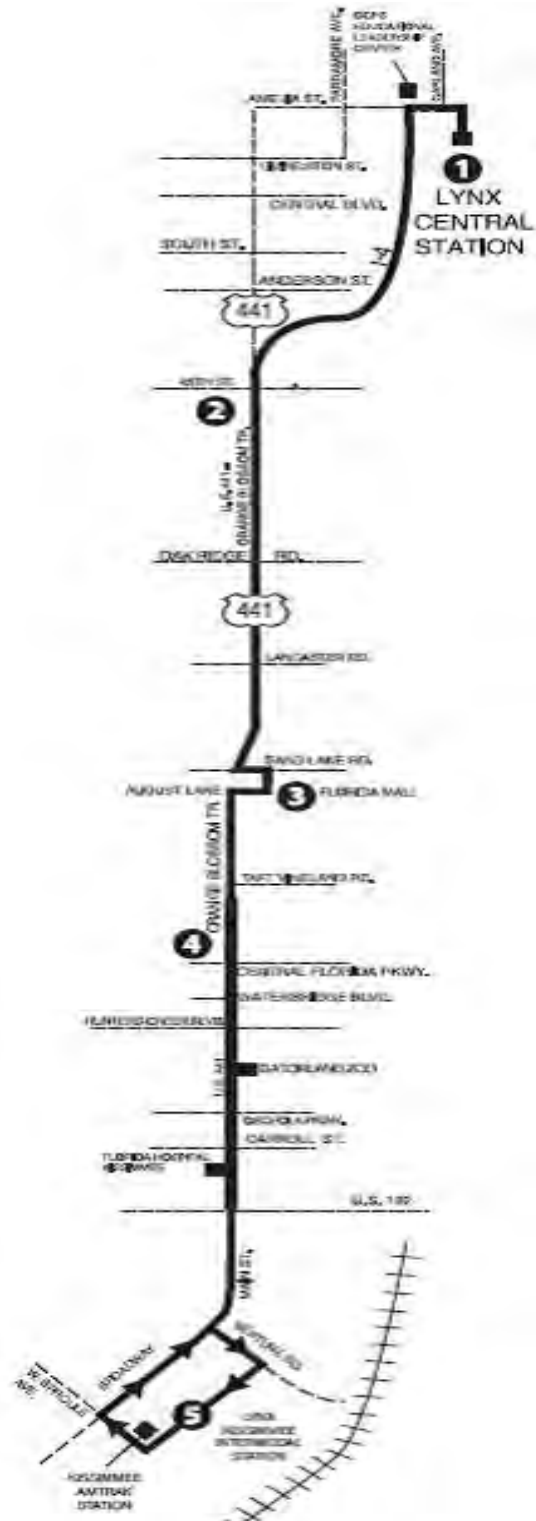
426 Poinciana Circulator

Serving: Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Citrus Connection 16X



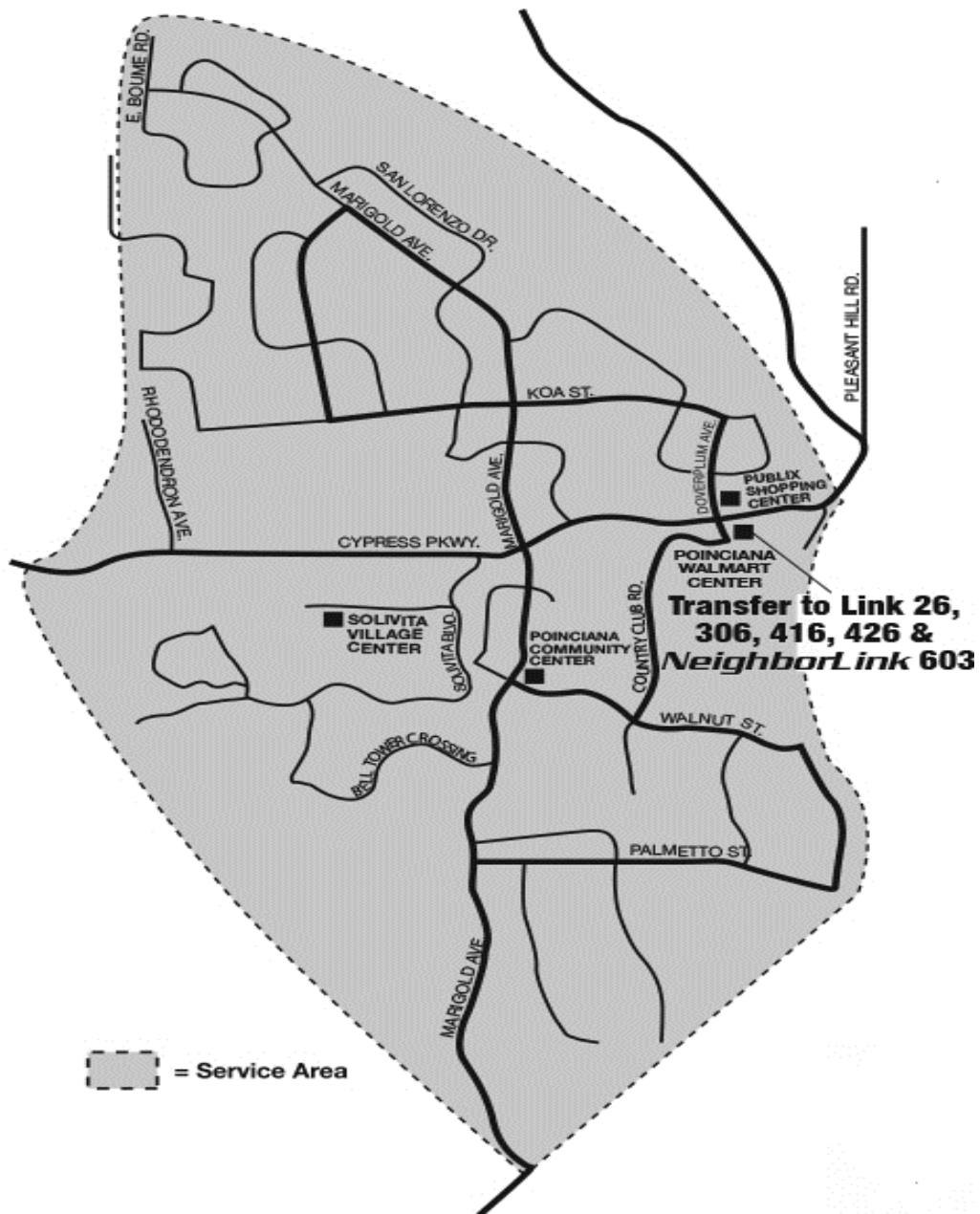
FastLink 441 Kissimmee/Orlando

Serving: LYNX Central Station, OBT & Lancaster, Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., LYNX Kissimmee Intermodal Station/SunRail, OBT& Centerview Blvd. and Crosslands Shopping Center



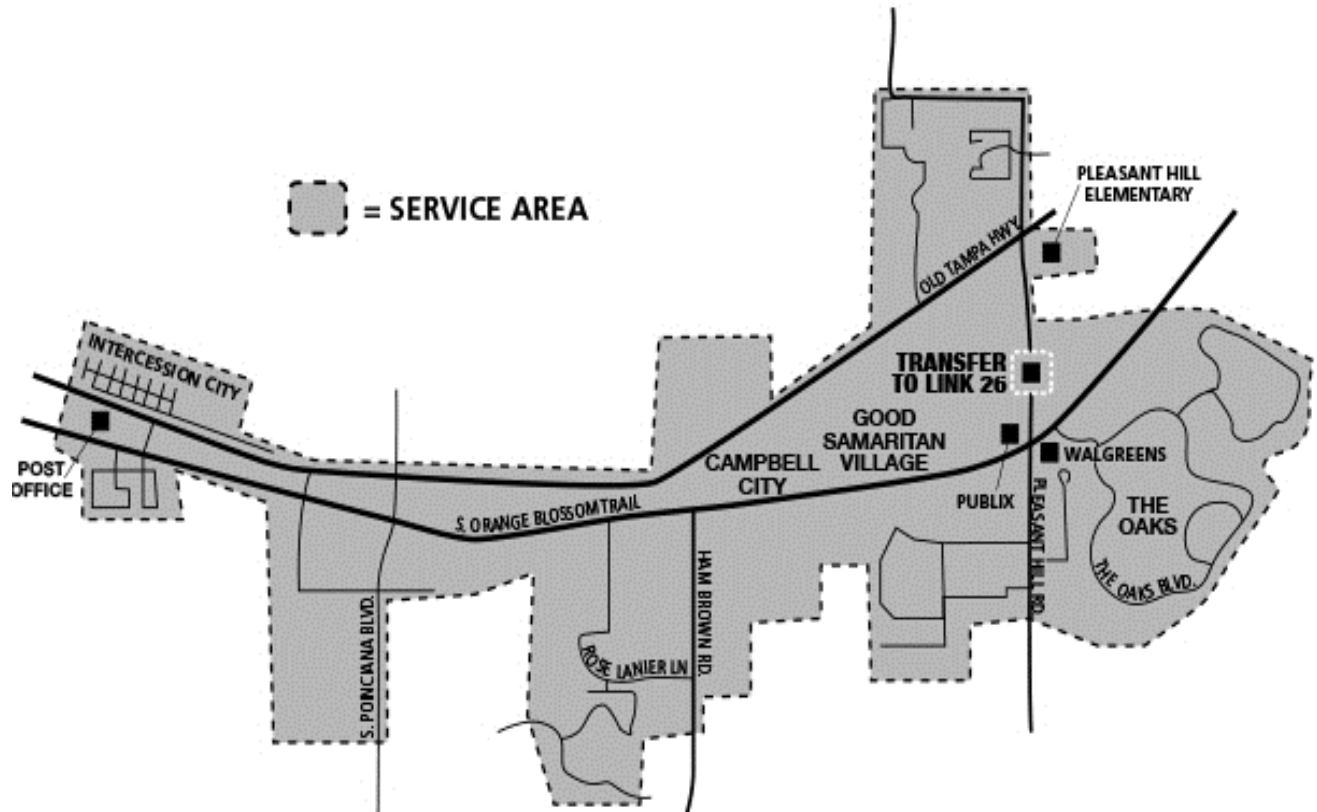
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 426, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, Publix Shopping Center and Citrus Connection 16X and 603



NeighborLink 604 Intercession City/Campbell City

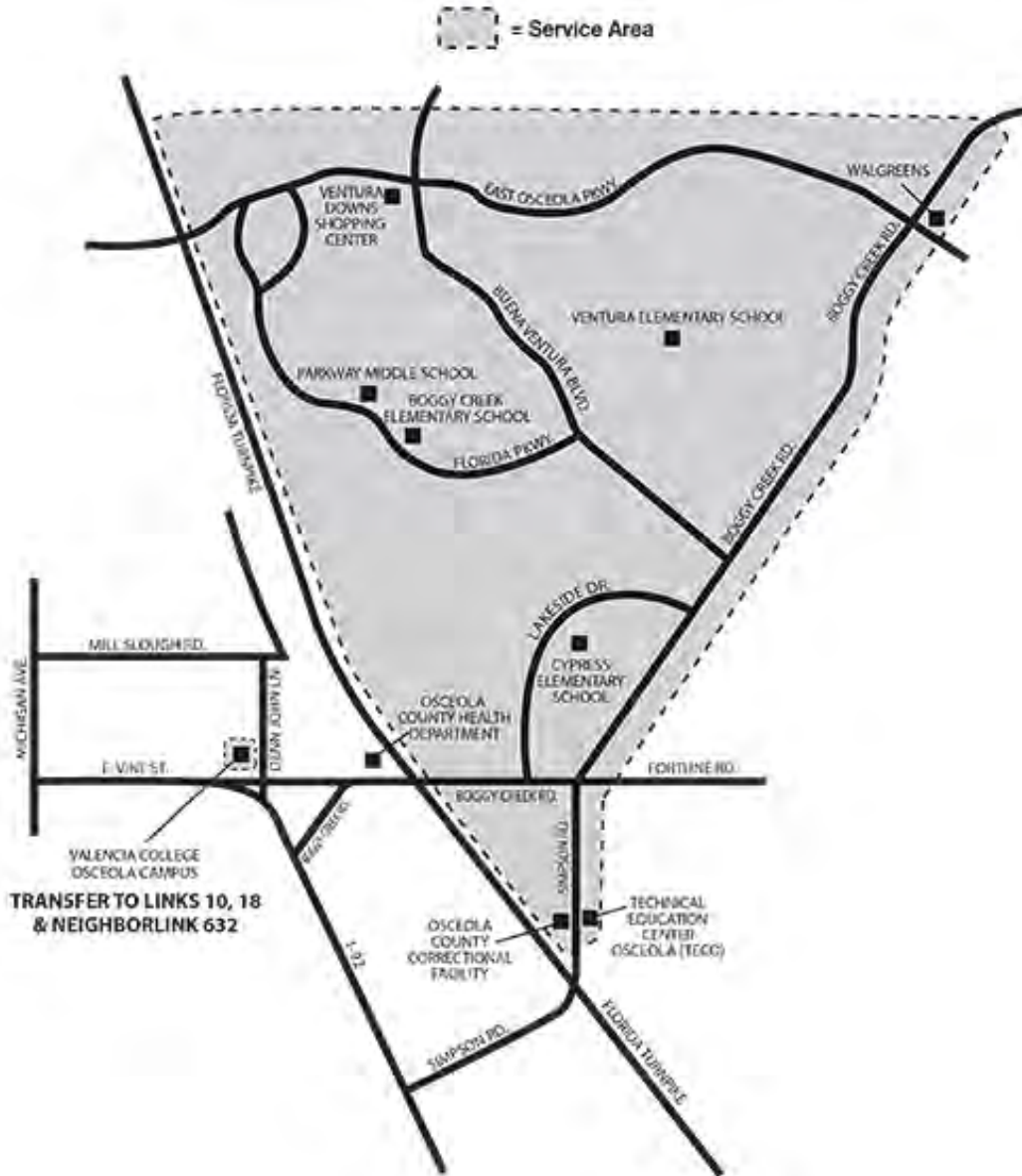
Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Poinciana SunRail Station, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, The Oaks and Crescent Lakes



DRAFT

NeighborLink 631 Buena Ventura Lakes

Serving: Osceola County Correctional Facility, Technical Education Center Osceola, Valencia College Osceola Campus, Link 10, Link 18, NeighborLink 632 and Tupperware SunRail Station



NeighborLink 632 North Kissimmee

Serving: AdventHealth Kissimmee, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Tupperware/SunRail Station, NeighborLink 631, and The Loop



Exhibit “B”

Ocseola County Transit Service Costs

**Description of Appropriated Amount
October 1, 2020 through September 30, 2021**

Fixed Route Operating Costs

Link Services	Amount
Link 10	\$2,043,560
Link 18	\$663,521
Link 26	\$1,328,493
Link 55	\$1,935,366
Link 56	\$1,847,982
Link 57	\$247,899
Link 108	\$646,522
Link 155	\$407,142
Link 306	\$99,098
Link 407	\$118,656
Link 426	\$473,035
Link 441	\$130,572
	\$9,941,846

Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,428,818)
SunRail Feeder Service	(\$491,968)
LYNX Non-Operating Cost Recoveries	(\$111,470)
LYNX Stabilization Fund	(\$2,104,675)
	(\$4,136,931)

Net Fixed Route Cost **\$5,804,915**

<i>NeighborLink Operating Costs</i>	Amount
NL 601	\$176,681
NL 604	\$114,469
NL 631	\$170,235
NL 632	\$163,387
LYNX Stabilization Fund	(\$171,865)
	\$452,907

<i>ParaTransit Operating Costs</i>	Amount
Americans with Disabilities Act (ADA) Funding	\$2,114,691
Transportation Disadvantaged (TD) Funding	\$1,264,268
LYNX Stabilization Fund	(\$440,684)
	\$2,938,275

Total Operating Costs **\$9,196,097**

<i>Capital Funding Cost</i>	Amount
\$2 per Hour Capital Funding	\$253,172
	\$253,172

Total County Transit Service Cost **\$9,449,269**

FY2021 Billing Schedule

October-19	\$787,439
November-19	\$787,439
December-19	\$787,439
January-20	\$787,439
February-20	\$787,439
March-20	\$787,439
April-20	\$787,439
May-20	\$787,439
June-20	\$787,439
July-20	\$787,439
August-20	\$787,439
September-20	\$787,440
Annual Funding Request from County	\$9,449,269

Exhibit “C”

FUNDING MODEL INFORMATION

	<u>FY2022 Funding Model Amount</u>	<u>Additional Capital *</u>	<u>FY2022 Funding Agreement</u>
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	<u>\$ 71,422,119</u>	<u>\$ -</u>	<u>\$ 71,422,119</u>
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,037,152</u>	<u>\$ 1,168,824</u>	<u>\$ 10,205,976</u>
Subtotal Operating Funding	<u>\$ 80,459,271</u>	<u>\$ 1,168,824</u>	<u>\$ 81,628,095</u>
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	<u>\$ 2,263,645</u>	<u>\$ -</u>	<u>\$ 2,263,645</u>
Total Local Funds	<u><u>\$ 82,722,916</u></u>	<u><u>\$ 1,168,824</u></u>	<u><u>\$ 83,891,740</u></u>

*Local match towards vehicle replacement.

**Service Funding Agreement
by and between
Seminole County, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **SEMINOLE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 1101 East First Street, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 27, 2020 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2020 to September 30, 2021 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2021; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2021 and ending the following September 30, 2022.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2022 and ending the following September 30, 2023.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“Revenue Service” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area of the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2021 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2022

(iv) until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(v) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

- (ii) Elimination of route(s).
- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.

(E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount:

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** is a schedule listing including the following:

(A) All of LYNX’s funding partners;

(B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year ; and

(C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.

(D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. Public Records. If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

Clerk of Court
1101 E. 1st Street
Sanford, FL 32771
clerk@seminoleclerk.org

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall

be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: Nicole Guillet, County Manager

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Development Services Director

With copy to: Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Attn: Resource Management Director

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: James E. Harrison, Esq., P.E., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
Clerk to the Board of County
Commissioners

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

By: _____
Lee Constantine, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2021, regular meeting.

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

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

Title: Senior Staff Attorney

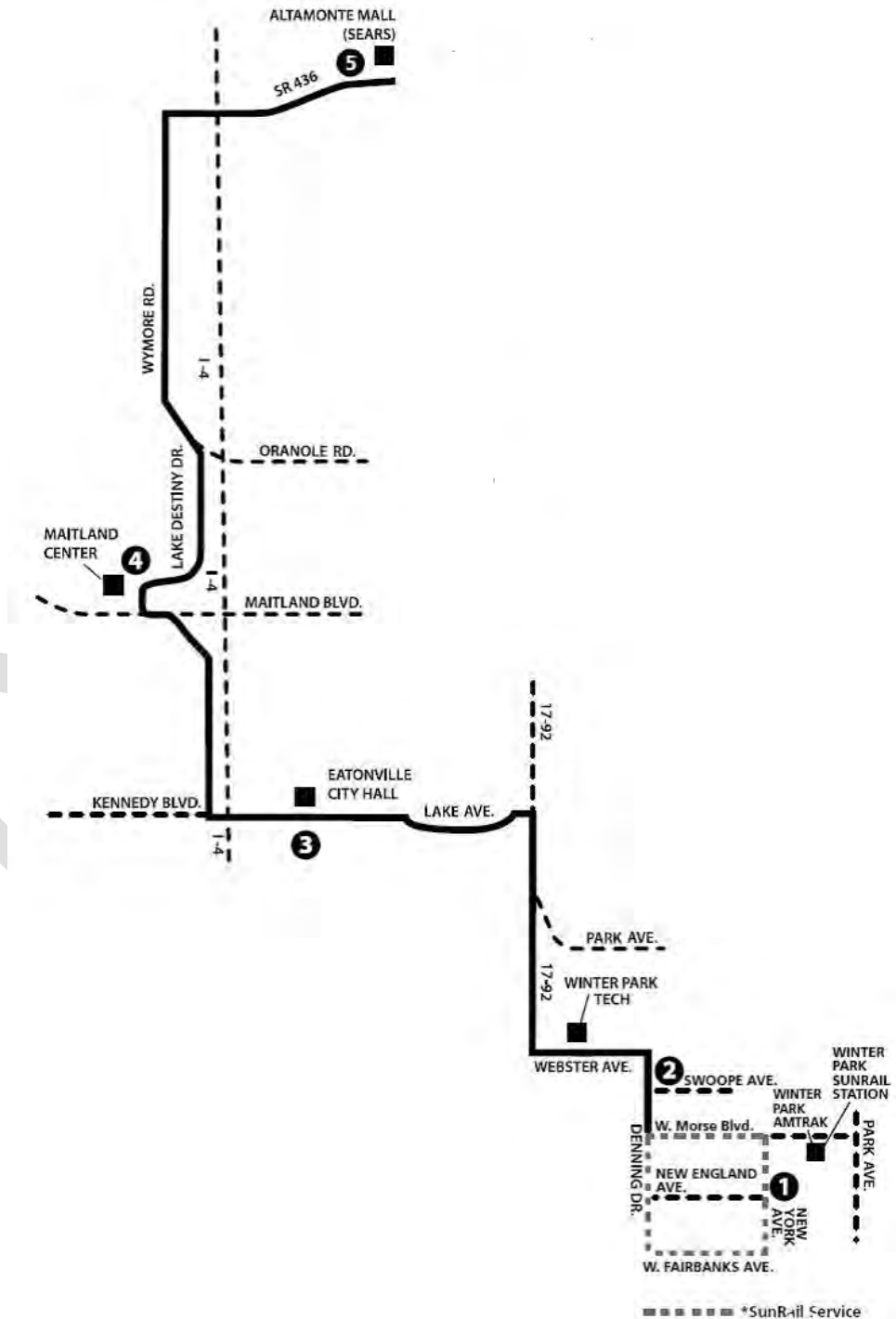
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

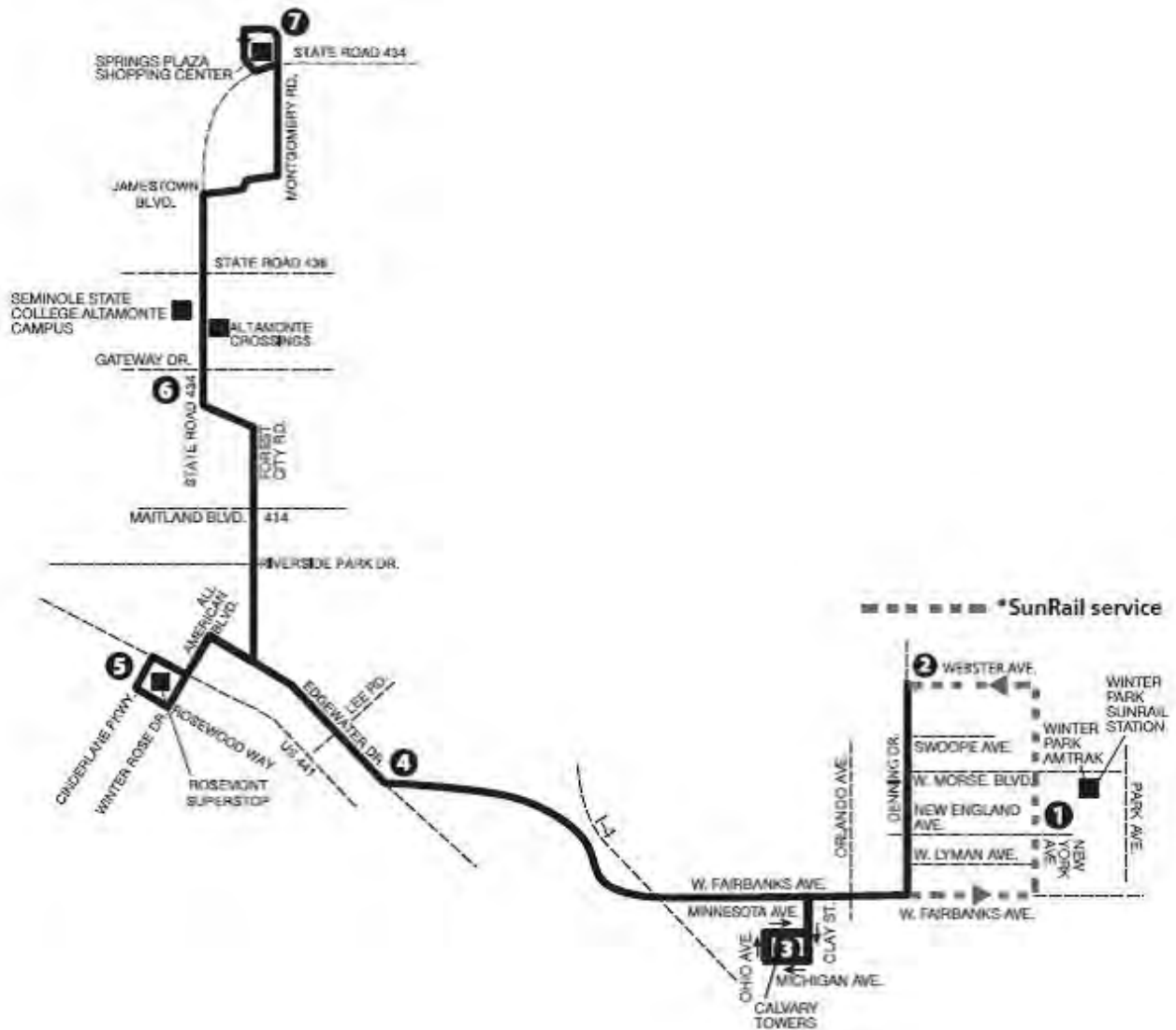
LINK 1 Winter Park/Maitland/Altamonte Springs

Serving: Winter Park Tech, Eatonville, Maitland Center, Altamonte Mall, Winter Park SunRail Station and Winter Park Amtrak



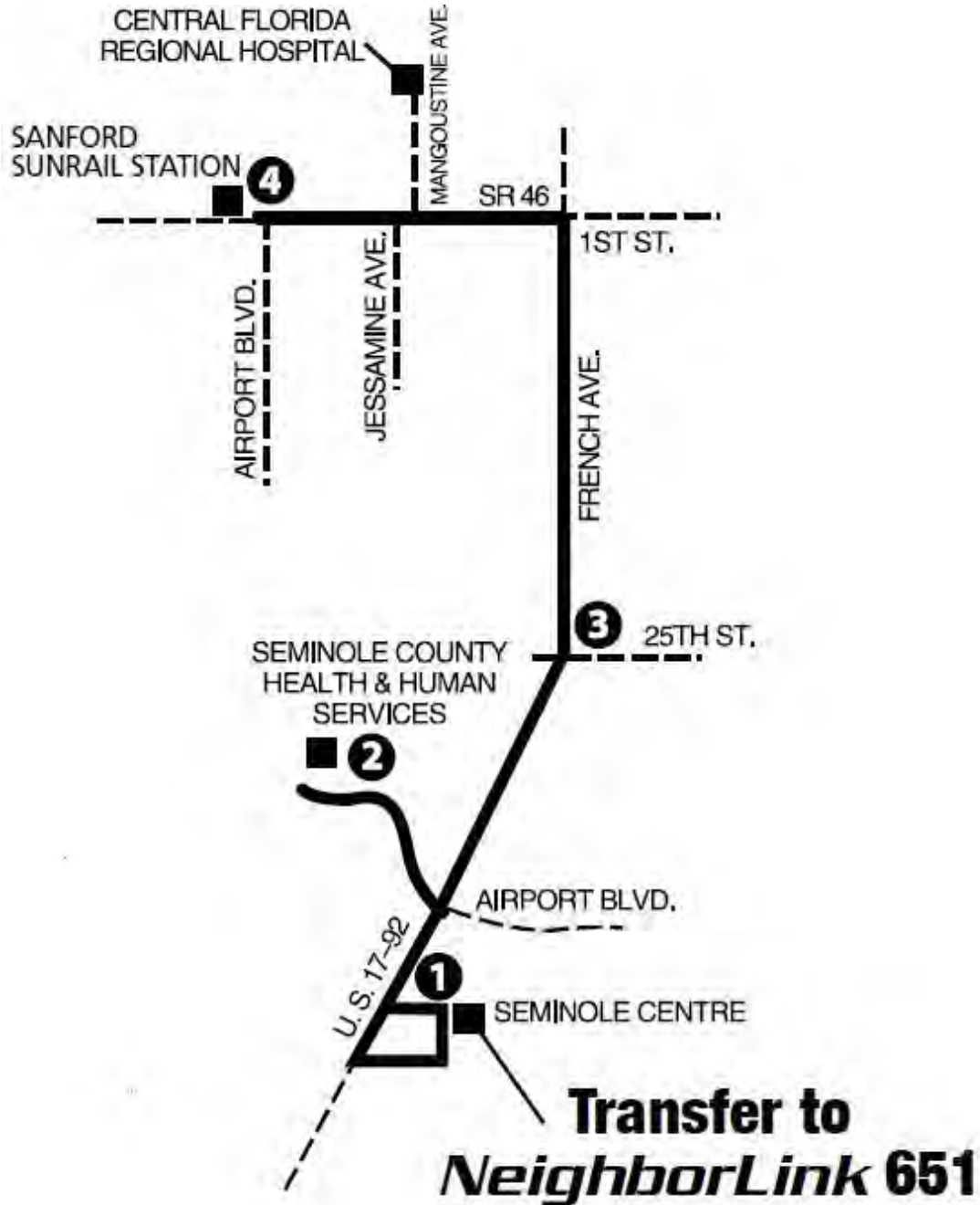
LINK 23 Winter Park/Rosemont/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers



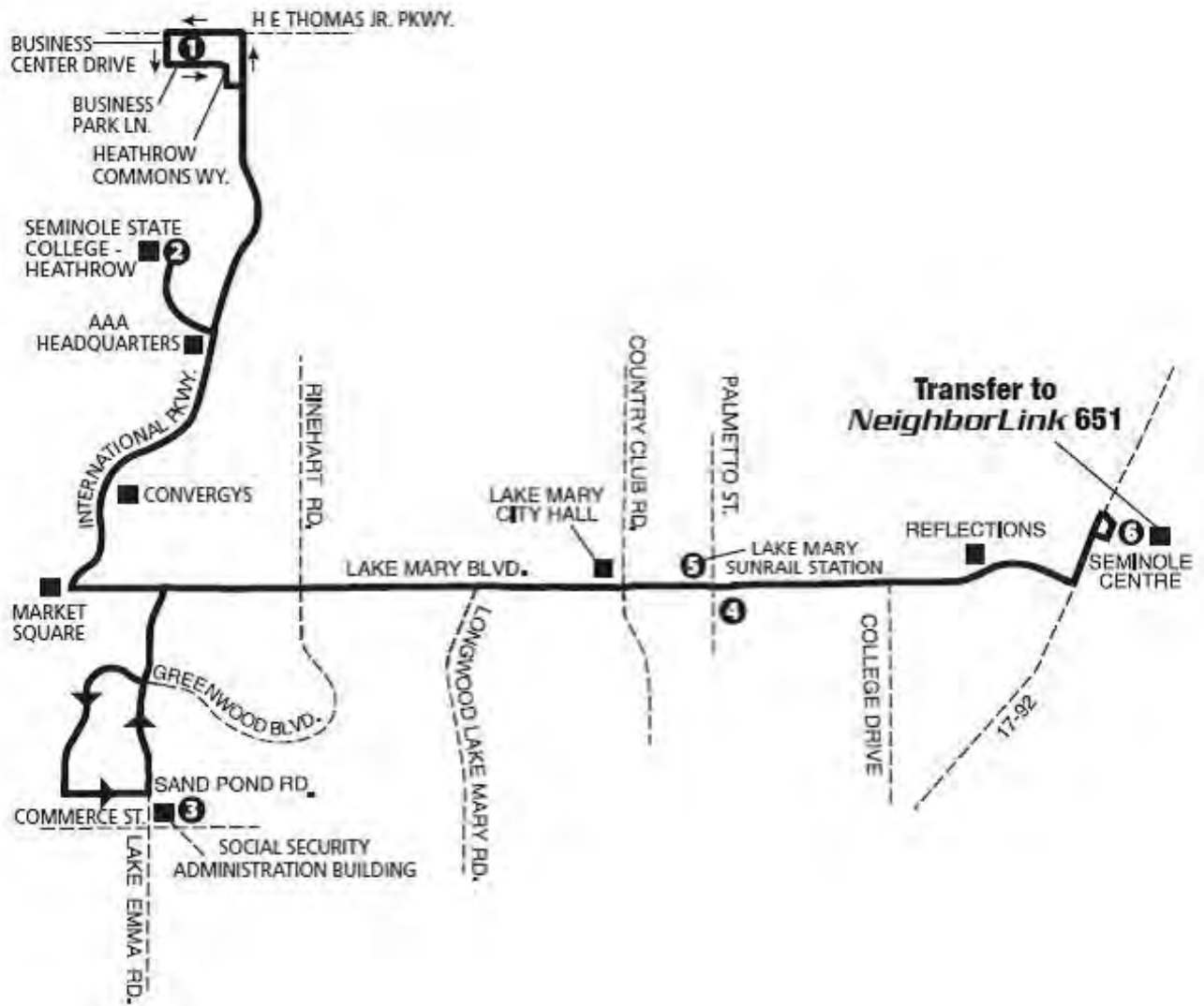
LINK 34 Sanford/N, Y.S. 17-92

Serving: Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital and Sanford SunRail Station



LINK 45 Lake Mary

Serving: Colonial Center, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College - Heathrow, AAA Headquarters, Convergys, Lake Mary SunRail Station, and NeighborLink 651



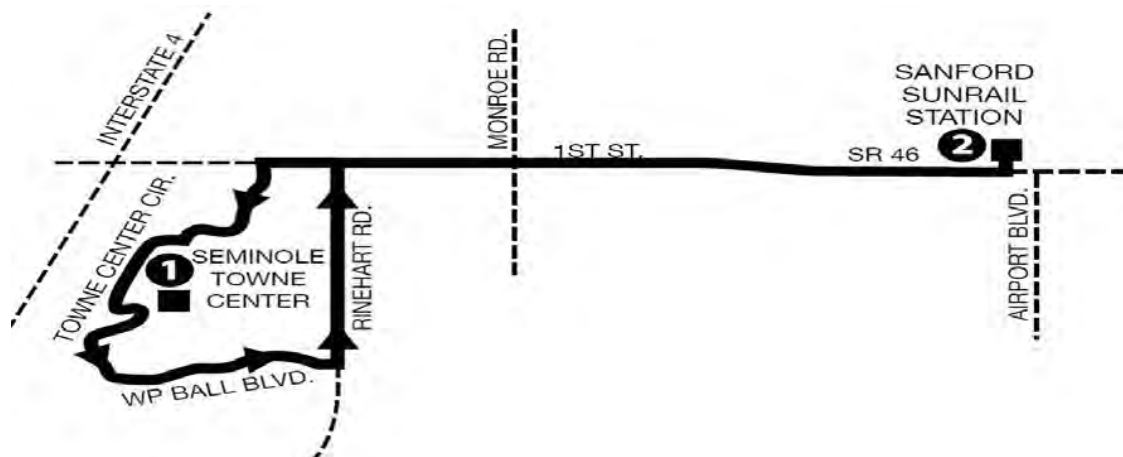
LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651



LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, AdventHealth Orlando, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park, Jai-Alai and NeighborLink 652



LINK 103 North 17-93/ Seminole Centre

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College, and NeighborLink 651



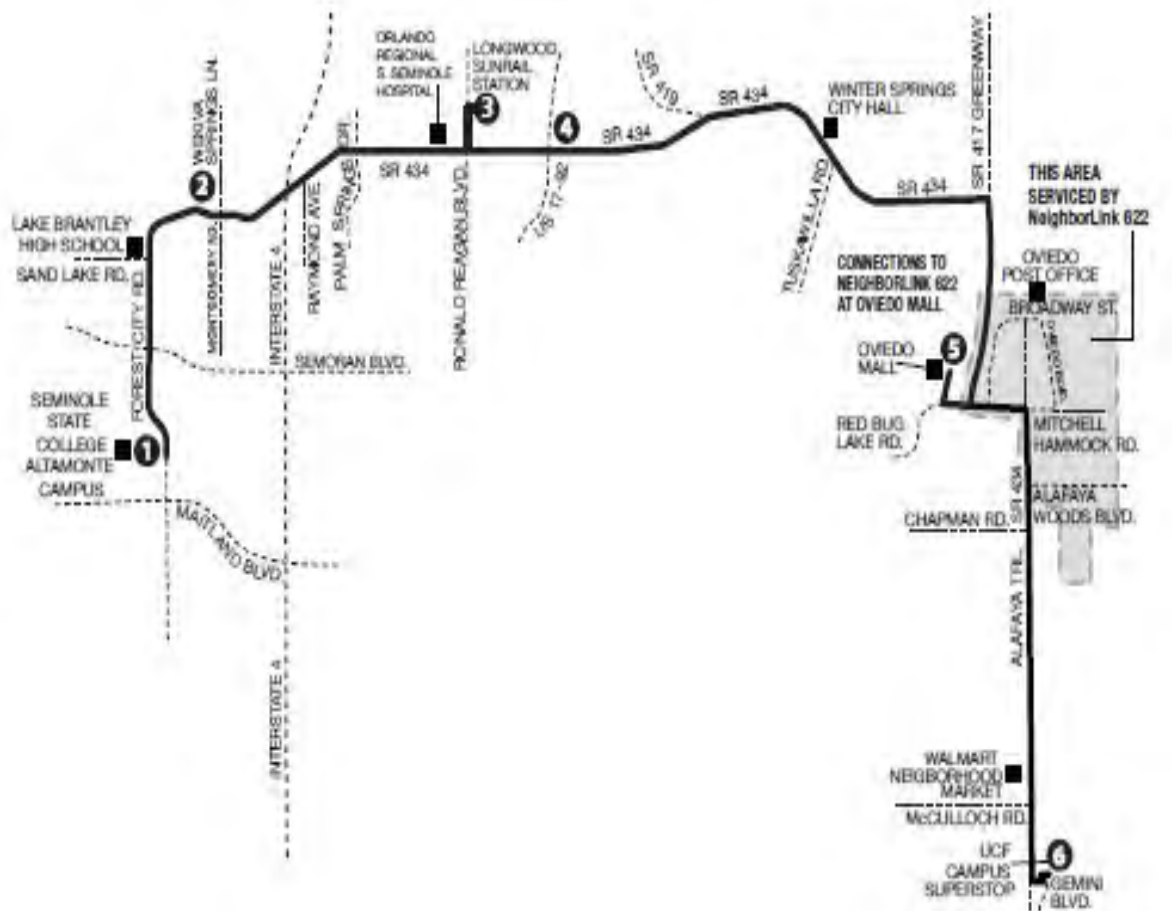
LINK 106 N. US 441/Apopka

Serving: LYNX Central Station, OCPS Educational Leadership Center, Rosemont SuperStop, Lockhart, and Apopka SuperStop



Link 434 SR 434

Serving: Seminole State College - Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



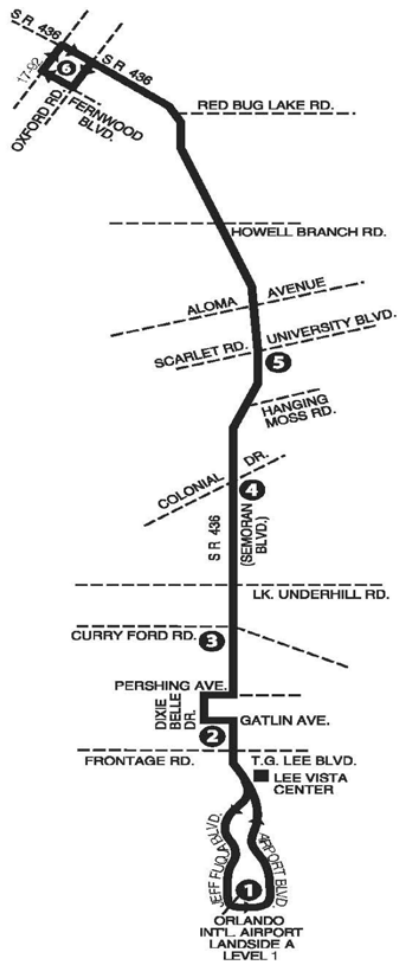
Link 436N SR 436 Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station



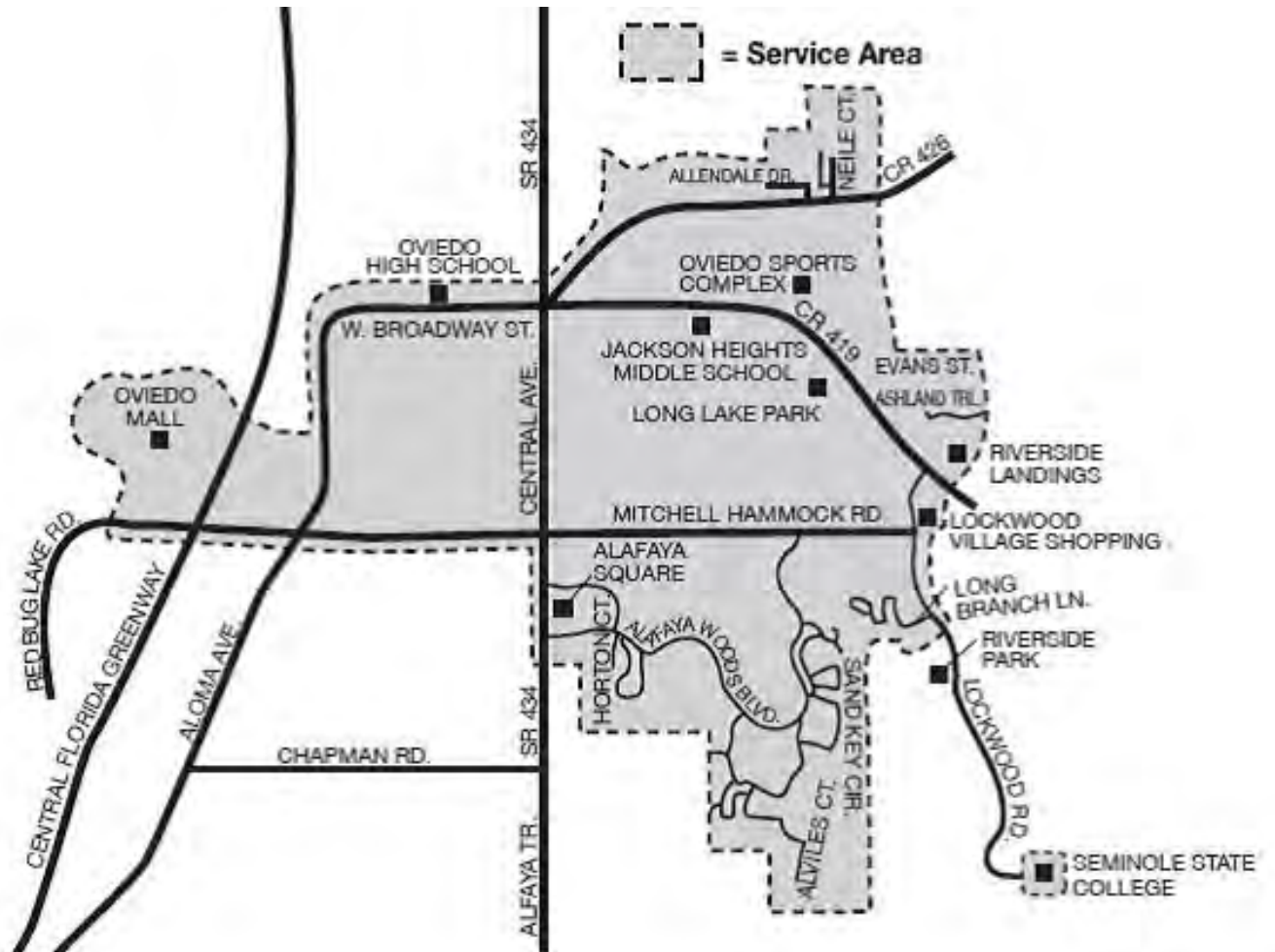
Link 436S SR 436 Fernwood/Orlando International Airport

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport



NeighborLink 622 Oviedo

Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, Jackson Heights Middle School and Oviedo Medical Center



NeighborLink 651 Goldsboro

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd., Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Link 34, Link 45, Link 46E, Link 46W, and Link 103

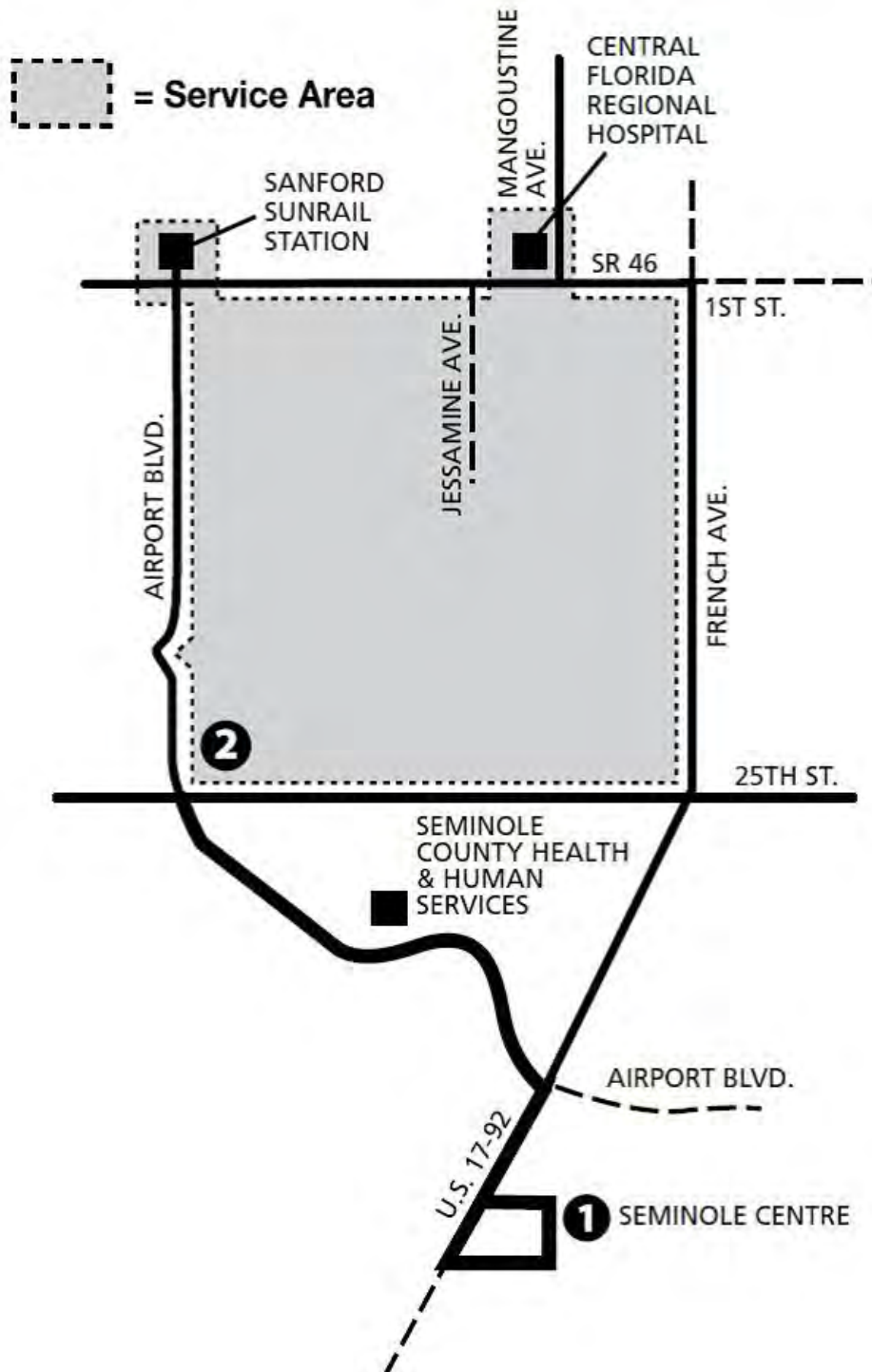


Exhibit “B”

Seminole County Transit Service Costs

**Description of Appropriated Amount
October 1, 2020 through September 30, 2021**

Fixed Route Operating Costs

Link Services	Amount
Link 1	\$20,031
Link 23	\$245,373
Link 34	\$820,292
Link 45	\$1,048,627
Link 46 E	\$485,186
Link 46 W	\$413,077
Link 102	\$619,592
Link 103	\$1,507,608
Link 106	\$56,136
Link 434	\$1,087,489
Link 436 S	\$701,844
Link 436 N	\$1,589,886
	\$8,595,141

Operating Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,235,273)
SunRail Feeder Service	(\$567,231)
City of Sanford	(\$93,000)
City of Altamonte Springs	(\$120,900)
Lynx Non-Operating Cost Recoveries	(\$96,370)
LYNX Stabilization Fund	(\$1,809,420)
	(\$3,922,194)

Net Fixed Route Cost **\$4,672,947**

<i>NeighborLink Operating Costs</i>	Amount
NL 622	\$180,215
NL 651	\$187,281
LYNX Stabilization Fund	(\$106,203)

DRAFT

\$261,293

ParaTransit Operating Costs

Amount

Americans with Disabilities Act (ADA) Funding	\$3,114,861
Transportation Disadvantaged (TD) Funding	\$1,219,860
LYNX Stabilization Fund	(\$800,951)
	\$3,533,770

Total Operating Costs

\$8,468,010

Capital Funding Cost

Amount

\$2 per Hour Capital Funding	\$218,352
	\$218,352

Total County Transit Service Cost

\$8,686,362

FY2021 Billing Schedule

October-20	\$723,864
November-20	\$723,864
December-20	\$723,864
January-21	\$723,864
February-21	\$723,864
January-00	\$723,864
April-21	\$723,864
May-21	\$723,864
June-21	\$723,864
July-21	\$723,864
August-21	\$723,864
September-21	\$723,858
Annual Funding Request from County	\$8,686,362

DRAFT

Exhibit “C”

FUNDING MODEL INFORMATION

	<u>FY2022 Funding Model Amount</u>	<u>Additional Capital *</u>	<u>FY2022 Funding Agreement</u>
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	<u>\$ 71,422,119</u>	<u>\$ -</u>	<u>\$ 71,422,119</u>
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,037,152</u>	<u>\$ 1,168,824</u>	<u>\$ 10,205,976</u>
Subtotal Operating Funding	<u>\$ 80,459,271</u>	<u>\$ 1,168,824</u>	<u>\$ 81,628,095</u>
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	<u>\$ 2,263,645</u>	<u>\$ -</u>	<u>\$ 2,263,645</u>
Total Local Funds	<u><u>\$ 82,722,916</u></u>	<u><u>\$ 1,168,824</u></u>	<u><u>\$ 83,891,740</u></u>

*Local match towards vehicle replacement.

LYNX Finance & Audit Committee Agenda

Action Agenda Item #6.B.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2022 Service Funding Agreements with the Municipal Funding Partners

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2022 Budget.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an amendment to the addendum. This will allow the Chief Executive Officer or designee to enter into those funding agreements without further Board approval.

BACKGROUND:

The Cities of Orlando, Altamonte Springs, and Sanford (hereinafter, the Municipal Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system. LYNX and the Municipal Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

The services and enhancements, which will be made and approved in this agreement, are in conformance with the LYNX Transportation Development Program (TDP).

LYNX Finance & Audit Cmmittee Agenda

The funding partner agreement for FY2022 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Municipal Funding Partners for Fiscal Year 2022 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

Please reference the following **Exhibit “C”**, which is included in each of the Municipal Funding Partners’ Agreements.

LYNX Finance & Audit Committee Agenda

Exhibit C

	FY2022 Funding Model Amount	Additional Capital *	FY2022 Funding Agreement
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	<u>\$ 71,422,119</u>	<u>\$ -</u>	<u>\$ 71,422,119</u>
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,037,152</u>	<u>\$ 1,168,824</u>	<u>\$ 10,205,976</u>
Subtotal Operating Funding	<u>\$ 80,459,271</u>	<u>\$ 1,168,824</u>	<u>\$ 81,628,095</u>
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	<u>\$ 2,263,645</u>	<u>\$ -</u>	<u>\$ 2,263,645</u>
Total Local Funds	<u><u>\$ 82,722,916</u></u>	<u><u>\$ 1,168,824</u></u>	<u><u>\$ 83,891,740</u></u>

*Local match towards vehicle replacement.

DRAFT

**Service Funding Agreement
by and between
City of Orlando, Florida
and**

Central Florida Regional Transportation Authority

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between CITY OF ORLANDO, FLORIDA, a municipal corporation duly created, organized, and existing under, and by virtue of the laws of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “Funding Partner”), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “LYNX”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of March 23, 2021 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2020 to September 30, 2021 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2021; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits and Addenda.

"Appropriated Amount" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

"Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2021 and ending on September 30, 2022.

"Deadhead Hours" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

"Deadhead Miles" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

"Demand Response Service" or "NeighborLink" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2021 and ending the following September 30, 2022.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2022 and ending the following September 30, 2023.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“Revenue Service” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“Service Area” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the **“Appropriated Amount”**) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2021 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the **“Post-Termination Payment”**) shall be paid as provided herein.

DRAFT

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s).
- (ii) Elimination of route(s).

DRAFT

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.
 - (E) Percent farebox return (i.e., percent of Operating Expenses

recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** and is a schedule listing including the following:

(A) All of LYNX’s funding partners;

(B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year;

(C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model;

(D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the rights of the parties to terminate this Agreement after the end of any fiscal year.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

DRAFT

City of Orlando
City Clerk's Office
400 S Orange Avenue, 2nd Floor
407-246-2148
cityclerk@orlando.gov

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando
Transportation Planning Bureau
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: Director of Transportation

With copy to: City of Orlando
400 South Orange Avenue, P.O. Box 44990
Orlando, Florida 32802-4990
Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: James E. Harrison, Esq., P.E., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

CITY OF ORLANDO, FLORIDA

By: _____
City Clerk

By: _____
Buddy Dyer, Mayor

For the use and reliance of the City of
Orlando only. Approved as to form and
legal sufficiency.

Date: _____

City Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: _____

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

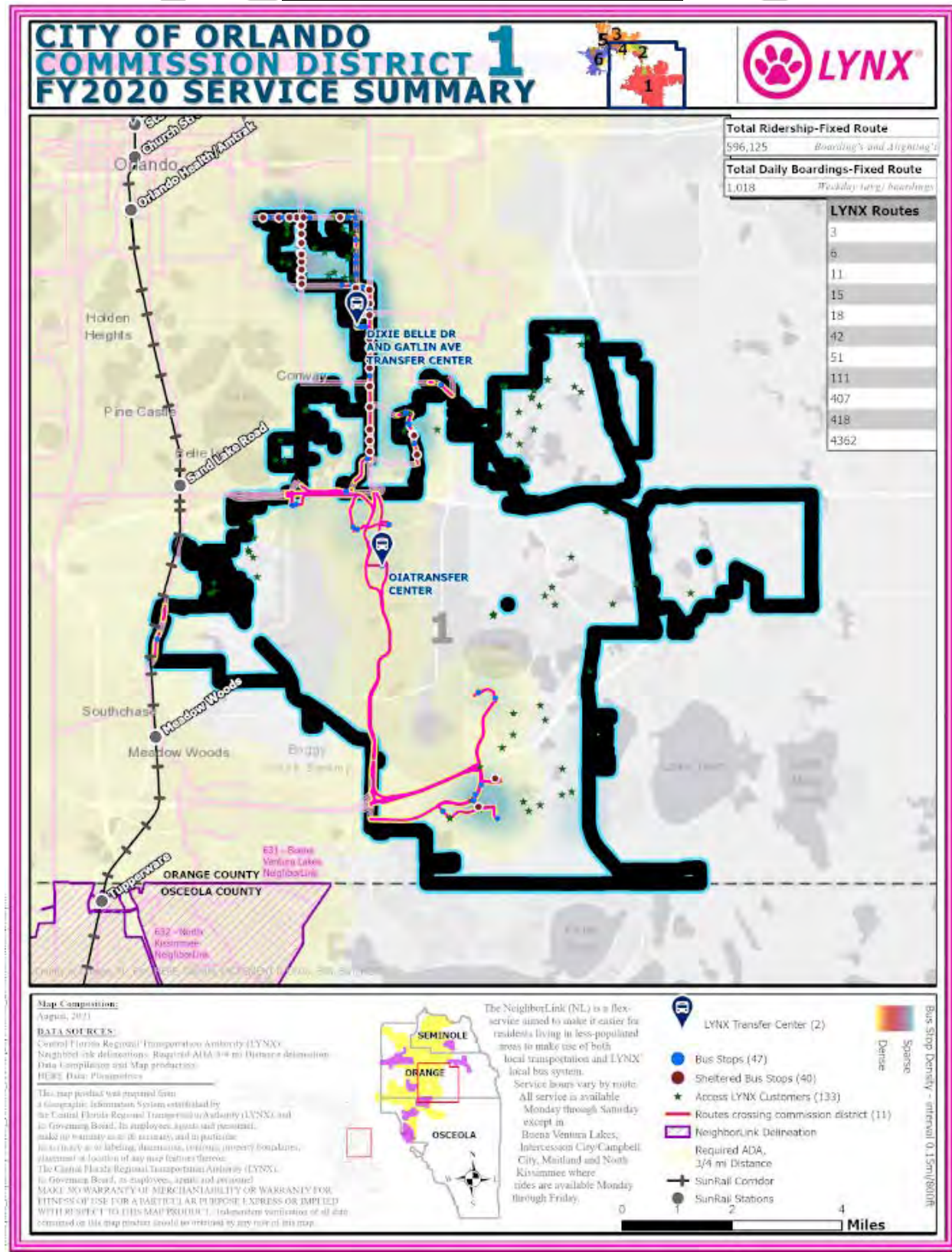
By: _____
Name: Carrie L, Sarver. Esq., B.C.S.
Title: Senior Staff Attorney

Date: _____

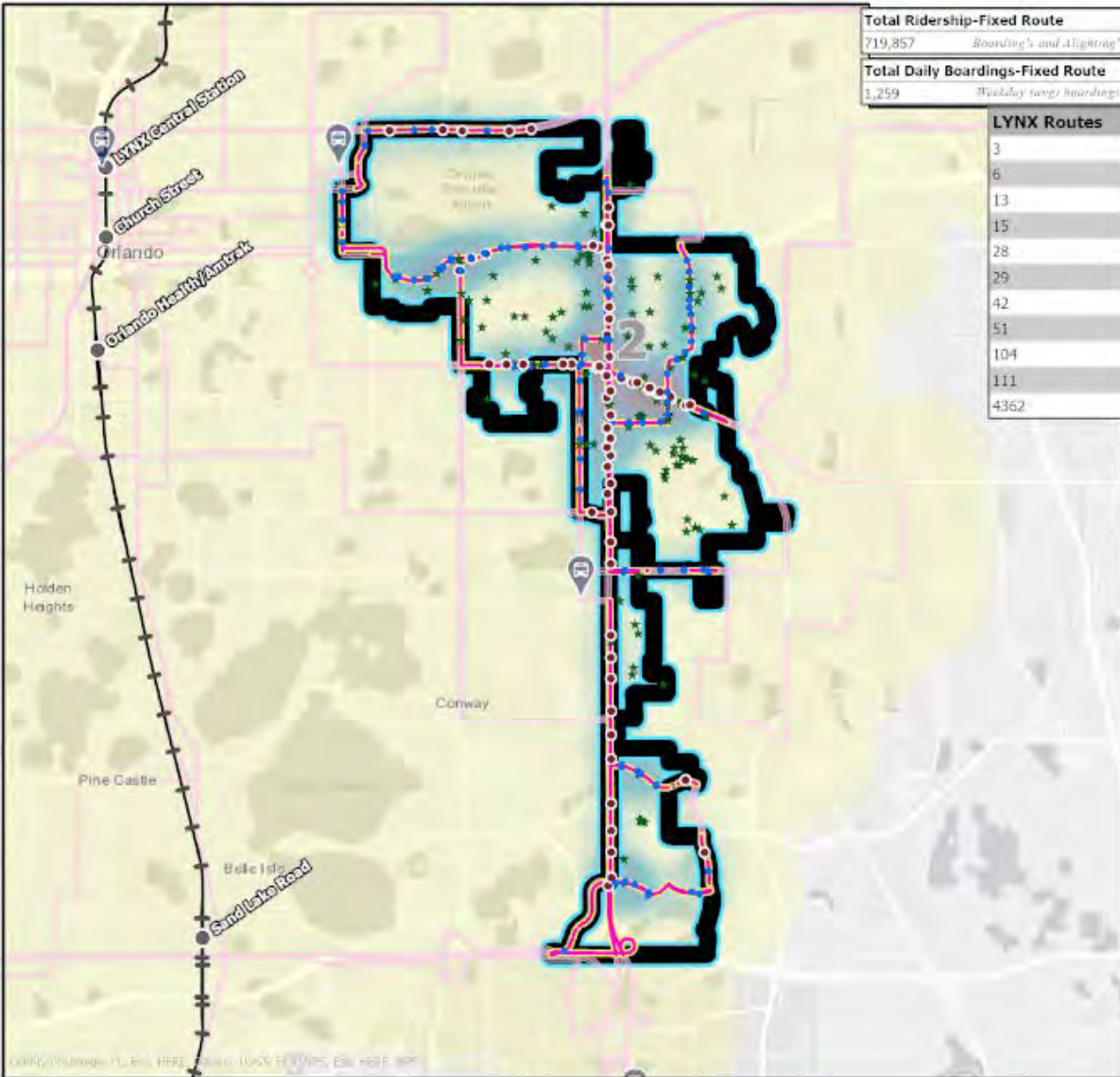
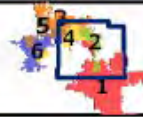
Exhibit "A"

DRAFT

DESCRIPTION OF SERVICE AREA



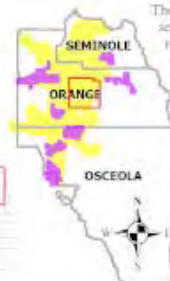
CITY OF ORLANDO COMMISSION DISTRICT 2 FY2020 SERVICE SUMMARY



Map Composition:
August, 2021

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Required ADA 3/4 mi Distance delineation
Data Compilation and Map production
HERO Data, Phenomena

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board. Its employees, agents and personnel make no warranty as to its accuracy, and in particular its veracity as to labeling, delineations, contours, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX) and its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.



The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

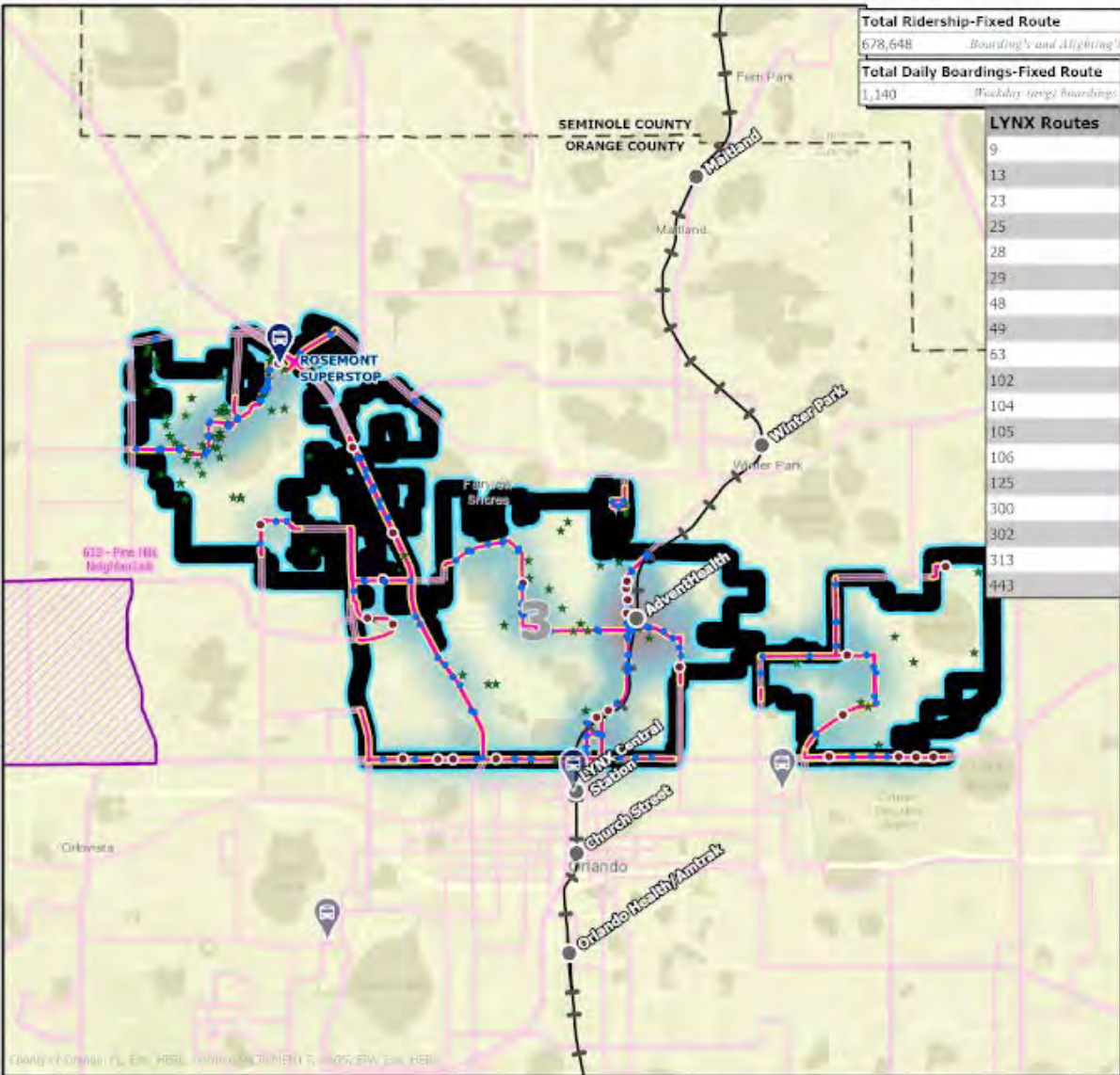
- LYNX Transfer Center (0)
- Bus Stops (94)
- Sheltered Bus Stops (66)
- Access LYNX Customers (162)
- Routes crossing commission district (11)
- NeighborLink Delineation
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



Bus Stop Density - interval 0.1 km/0.6 mi

0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 3 FY2020 SERVICE SUMMARY



Total Ridership-Fixed Route	
678,648	<i>Boardings and Alightings</i>
Total Daily Boardings-Fixed Route	
1,140	<i>Weekday average boardings</i>

LYNX Routes

9
13
23
25
28
29
48
49
53
102
104
105
106
125
300
302
313
443

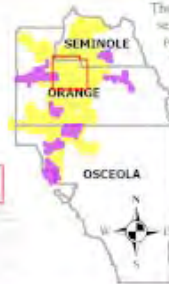
Map Composition:

August, 2021

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Required ADA 3/4 mi Distance delineation
Data Compilation and Map production
HERE, Data, Planetimatics

This map product was prepared from a Geographic Information System (GIS) created by the Central Florida Regional Transportation Authority (LYNX) and its Operating Board. Its employees, agents and personnel make no warranty as to its accuracy, and in particular its accuracy as to labeling, distances, contents, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.



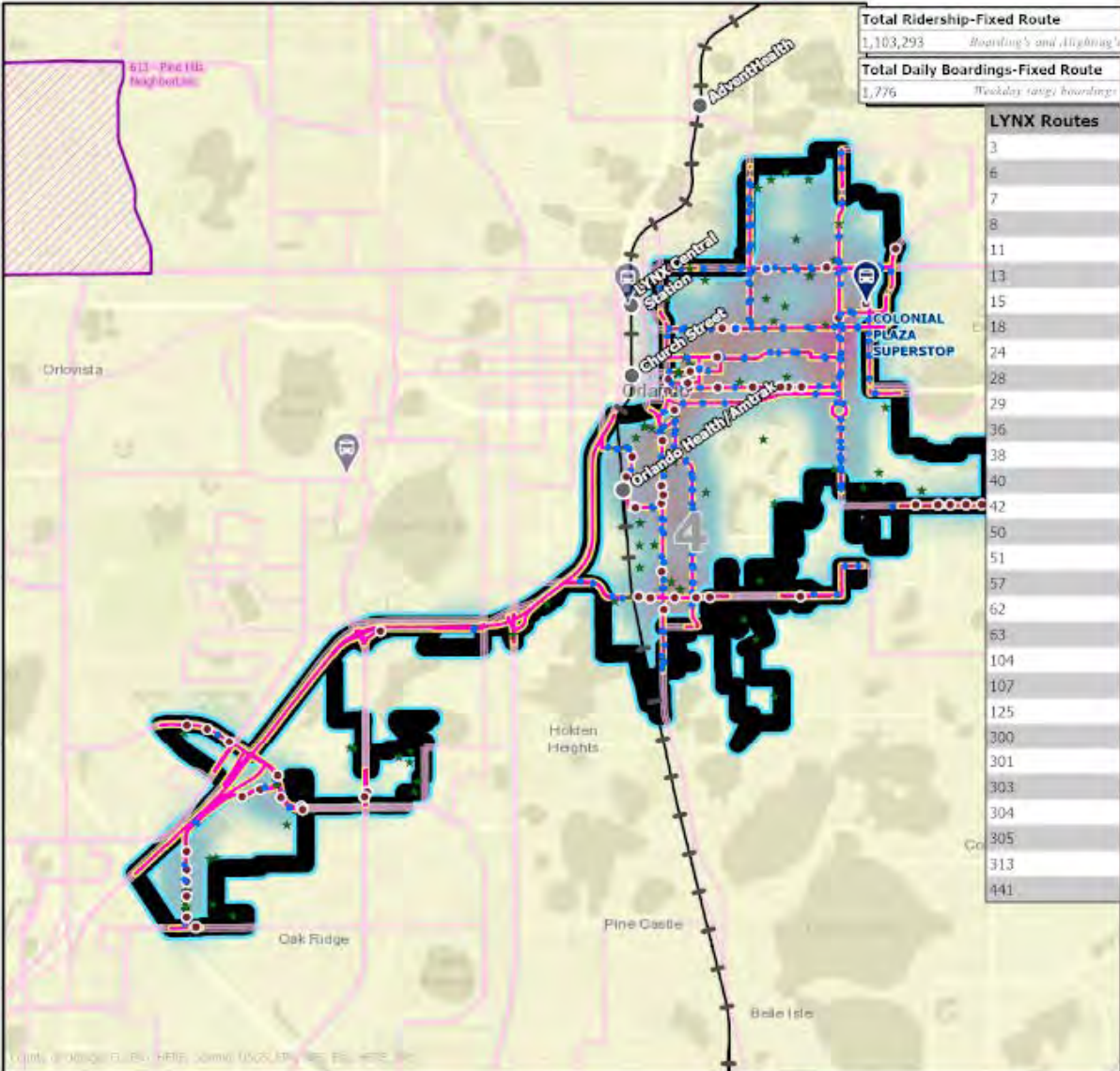
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (1)
- Bus Stops (135)
- Sheltered Bus Stops (27)
- Access LYNX Customers (117)
- Routes crossing commission district (18)
- NeighborLink Delineation
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations

Bus Stop Density - Interval 0.15mi/600ft
Dense Sparse

0 0.75 1.5 3 Miles

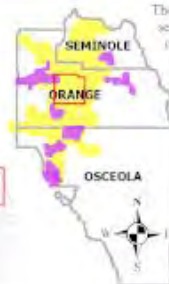
CITY OF ORLANDO COMMISSION DISTRICT 4 FY2020 SERVICE SUMMARY



Map Composition:
August, 2021

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations/Required ADA 3/4 mi Distance delineation
Data Compilation and Map production
HE&E Data, Planimetries

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contents, property boundaries, placement or location of any map delineations.
The Central Florida Regional Transportation Authority (LYNX) and its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.



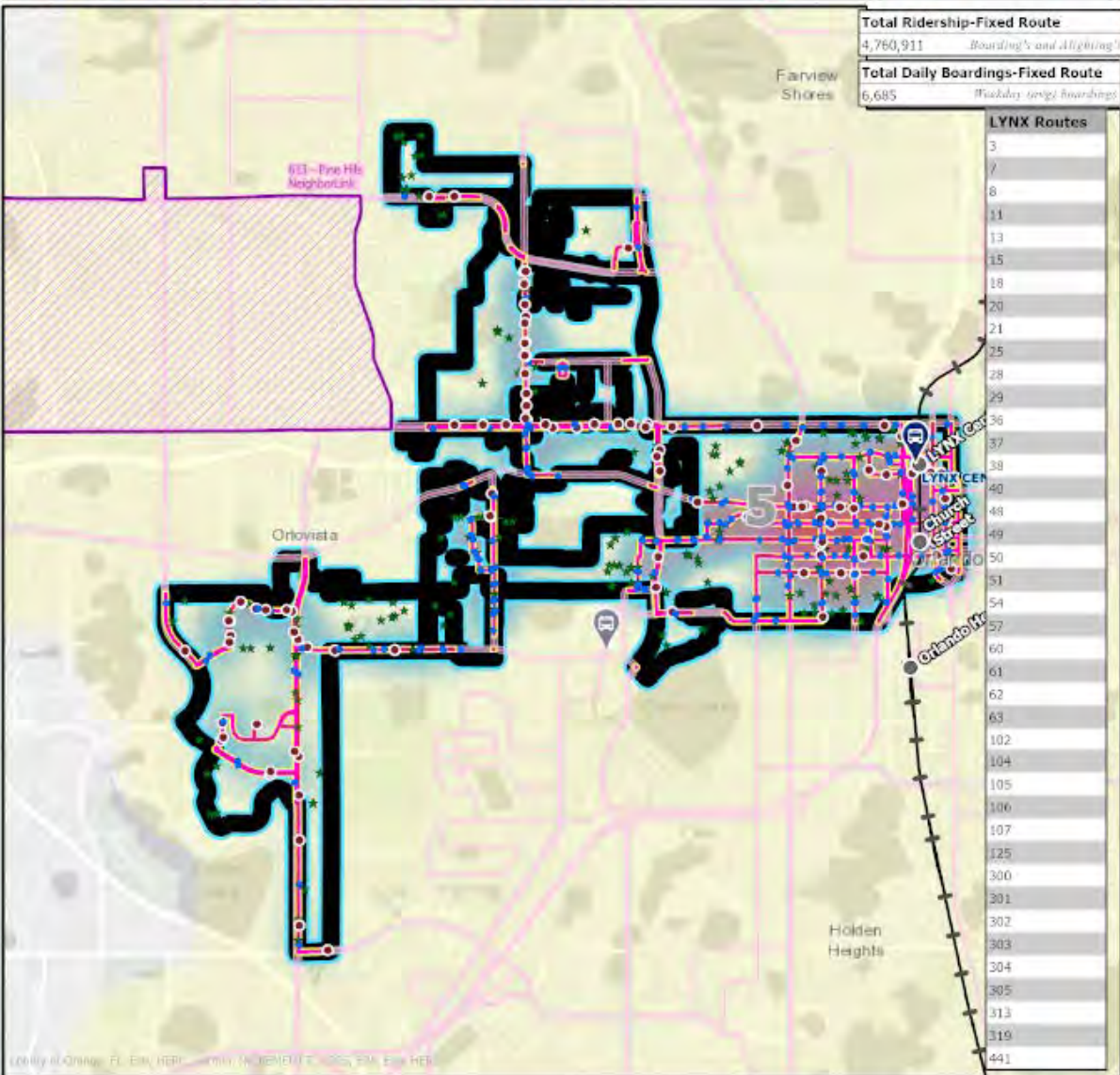
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus system.
Service hours vary by route. All service is available Monday through Sunday except in Bona Ventem Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (1)
- Bus Stops (211)
- Sheltered Bus Stops (50)
- Access LYNX Customers (175)
- Routes crossing commission district (30)
- NeighborLink Delineation
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations

Bus Stop Density - interval 0.15mi/800ft
Dense
Sparse

0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 5 FY2020 SERVICE SUMMARY

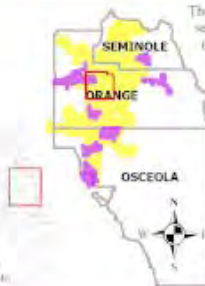


Map Composition:
August, 2021

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Required ADA 1/4 mi distance delineation
Data Compilation and Map production
HERE, Data, Planetimatics

This map product was prepared from a Geographic Information System (GIS) database by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board, its employees, agents and personnel, under no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contents, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any potential user.



The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Brevard, Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

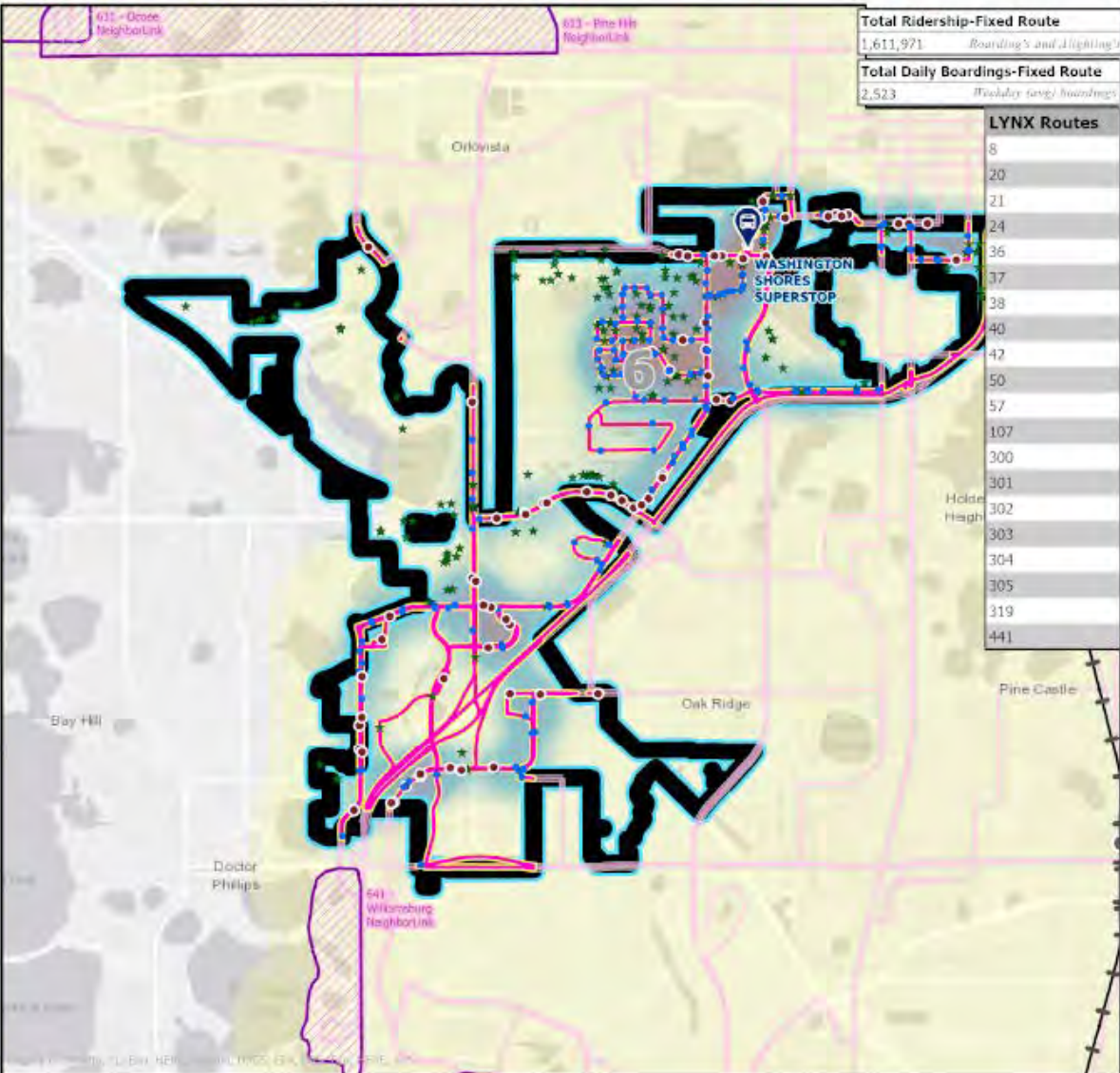
- LYNX Transfer Center (1)
- Bus Stops (249)
- Sheltered Bus Stops (109)
- Access LYNX Customers (373)
- Routes crossing commission district (41)
- NeighborLink Delineation
- Required ADA, 1/4 mi Distance
- SunRail Corridor
- SunRail Stations



Bus Stop Density - Interval 0.15mi/600ft

0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 6 FY2020 SERVICE SUMMARY



Total Ridership-Fixed Route	1,611,971	<i>Boardings and Alightings</i>
Total Daily Boardings-Fixed Route	2,523	<i>Weekday (avg) boardings</i>

LYNX Routes

8
20
21
24
36
37
38
40
42
50
57
107
300
301
302
303
304
305
319
441

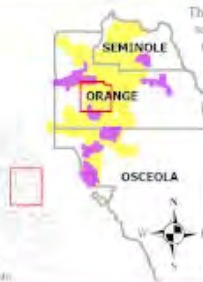
Map Composition:

August 2021

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX); NeighborLink delineations; Required ADA 3/4 mi Distance delineation; Data Compilation and Map production; HERE Data; Planimetrics

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board. Its employees, agents and personnel make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, placement or location of any map features shown. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.



The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Beers Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.



LYNX Transfer Center (1)



Bus Stops (171)



Sheltered Bus Stops (71)



Access LYNX Customers (232)



Routes crossing commission district (20)



NeighborLink Delineation



Required ADA, 3/4 mi Distance



SunRail Corridor



SunRail Stations



Bus Stop Density - interval 0.15mi/500ft

0 0.5 1 2 Miles

Exhibit “B”

APPROPRIATED AMOUNT

October 2021 through September 2022 \$4,003,006

Exhibit B City of Orlando	
Transit Service Costs For FY2022	
Total City Transit Service Cost	\$ 4,003,006

FY2022 Billing Schedule:	
October 2021	\$ 1,000,751
January 2022	\$ 1,000,751
April 2022	\$ 1,000,751
July 2022	\$ 1,000,753
Annual Funding Request from City	\$ 4,003,006

Exhibit "C"

FUNDING MODEL INFORMATION

	<u>FY2022 Funding Model Amount</u>	<u>Additional Capital *</u>	<u>FY2022 Funding Agreement</u>
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	<u>\$ 71,422,119</u>	<u>\$ -</u>	<u>\$ 71,422,119</u>
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,037,152</u>	<u>\$ 1,168,824</u>	<u>\$ 10,205,976</u>
Subtotal Operating Funding	<u>\$ 80,459,271</u>	<u>\$ 1,168,824</u>	<u>\$ 81,628,095</u>
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	<u>\$ 2,263,645</u>	<u>\$ -</u>	<u>\$ 2,263,645</u>
Total Local Funds	<u><u>\$ 82,722,916</u></u>	<u><u>\$ 1,168,824</u></u>	<u><u>\$ 83,891,740</u></u>

*Local match towards vehicle replacement.

ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate one million one hundred sixty-eight thousand eight hundred twenty four dollars and zero cents (\$1,168,824) to LYNX for the fiscal year 2022 for the provision of local match. The local match will assist in the purchase of battery electric buses as described in the support letter dated August 31, 2021 (attached).



August 31, 2021

Mr. Jim Harrison
Chief Executive Officer
LYNX
455 N. Garland Avenue
Orlando, FL 32801

RE: *FY2020 Section 5339 Bus and Bus Facilities Program for Six (6) Electric Buses and Charging Infrastructure – Amended City Contribution*

Dear Mr. Harrison,

The City of Orlando wrote in support of additional funding for LYNX to purchase six (6) additional electric buses with charging infrastructure on February 26, 2020 (see attached). Within that letter of support, the City of Orlando agreed to a local match of \$960,000. Due to a cost difference for the bus purchases and battery warranties, we are amending our local match for LYNX's grant application for LYMMO Replacement Vehicles from \$960,000 to \$1,168,824. The additional funding of \$208,824 is not to exceed the amended amount, but we realize the benefit to the community the additional electric buses bring.

The City of Orlando remains committed as a funding partner with LYNX for operations of the LYMMO BRT system and continues to share the costs for major LYMMO capital improvements to support their state of good repair. We request the city's amended local share be included in the annual LYNX Operating and Maintenance Funding Agreement for FY2022.

Sincerely,

A handwritten signature in blue ink that reads "Buddy Dyer".

Buddy Dyer
Mayor

c: Kevin J. Edmonds, Chief Administrative Officer
F.J. Flynn, AICP, Deputy Chief Administrator
Tanya J. Wilder, Transportation Department Director
Michelle McCrimmon, CPA, Deputy Chief Financial Officer
Chris Castro, CPB, LEED GA, Director of Sustainability
Crissy L. Martin, Transportation Policy Advisor
Claudia Korobkoff, Transportation Planning Division Manager

OFFICE OF THE MAYOR

Orlando City Hall · 400 South Orange Avenue · Third Floor
PO Box 4990 · Orlando, FL 32802-4990
P 407.246.2221 · F 407.246.2842 · orlando.gov/mayor

**Service Funding Agreement
by and between
City of Altamonte Springs, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 20, 2020 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2020 to September 30, 2021 and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2021; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

"**Access LYNX**" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"**ADA**" means the Americans with Disabilities Act of 1990.

"**Agreement**" means this Service Funding Agreement and its Exhibits and Addenda.

"**Appropriated Amount**" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

"**Current Fiscal Year**" means the fiscal year beginning on October 1, 2021 and ending on September 30, 2022.

"**Deadhead Hours**" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

"**Deadhead Miles**" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

"**Demand Response Service**" or "**NeighborLink**" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2021 and ending the following September 30, 2022.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2022 and ending the following September 30, 2023.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“Revenue Service” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“Service Area” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2021 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "**Post-Termination Payment**") shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.
 - (E) Percent farebox return (i.e., percent of Operating Expenses

recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

(A) A comparison of scheduled versus actual Revenue Miles.

(B) A comparison of scheduled versus actual Revenue Hours.

(C) A schedule of unanticipated extraordinary expenses for the prior quarter.

(D) A list of changes to authorized staffing.

(E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** and is a schedule listing including the following:

(A) All of LYNX’s funding partners;

(B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and

(C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.

(D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the rights of the parties to terminate this Agreement after the end of any fiscal year.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Altamonte Springs

City Clerk's Office
225 Newburyport Avenue
Altamonte Springs, Florida 32701
407-571-8000
cityclerk@altamonte.org

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Eighteenth Circuit in and for Seminole County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Community Development Agency

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: James E. Harrison, Esq., P.E., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

25. **E-Verify.** Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify system to verify the work authorization status of all newly hired employees, and requiring all sub-contractors to provide an affidavit attesting that the sub-contractor does not employ, contract with, or sub-contract with, an unauthorized alien.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

**CITY OF ALTAMONTE SPRINGS,
FLORIDA**

By: _____
City Clerk

By: _____
Pat Bates, Mayor

For the use and reliance of City of
Altamonte Springs only. Approved as to
form and legal sufficiency.

Date: _____

City Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

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

Title: Senior Staff Attorney

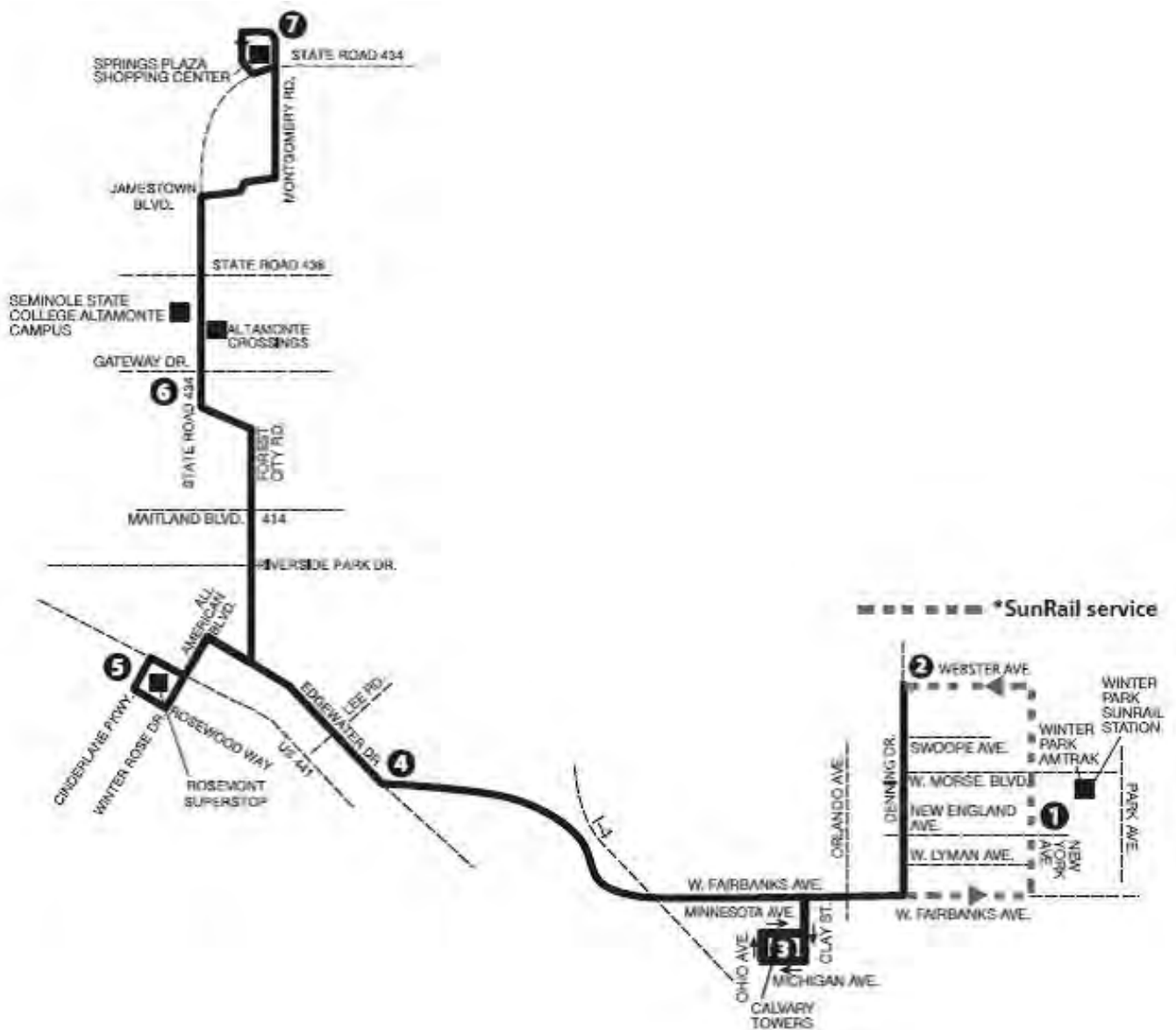
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

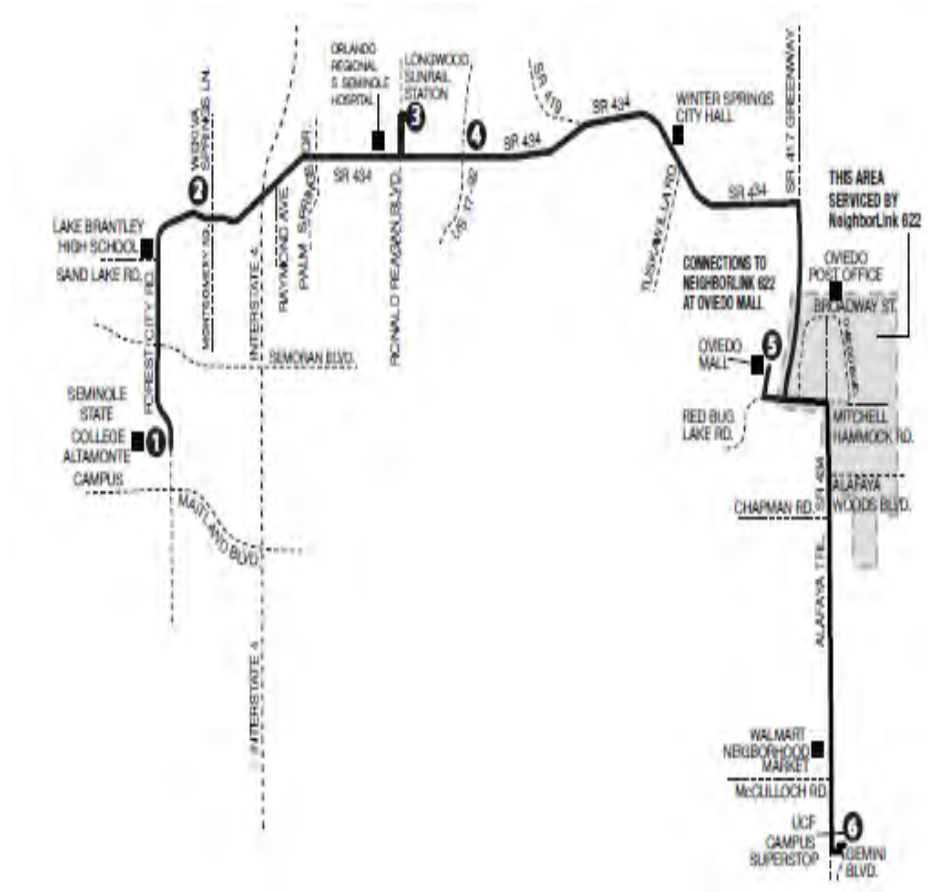
LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station and Calvary Towers



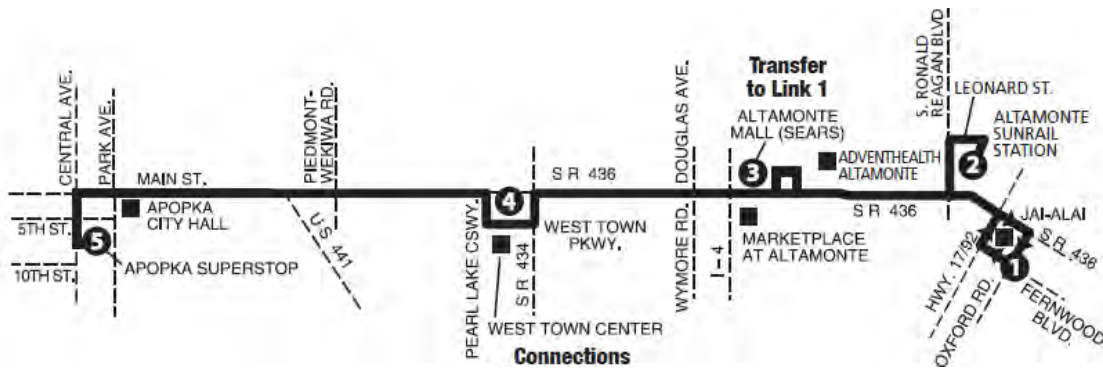
Link 434 SR 434

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



Link 436N SR 436/Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station



Link 436S SR 436/Fernwood/Orlando International Airport

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport

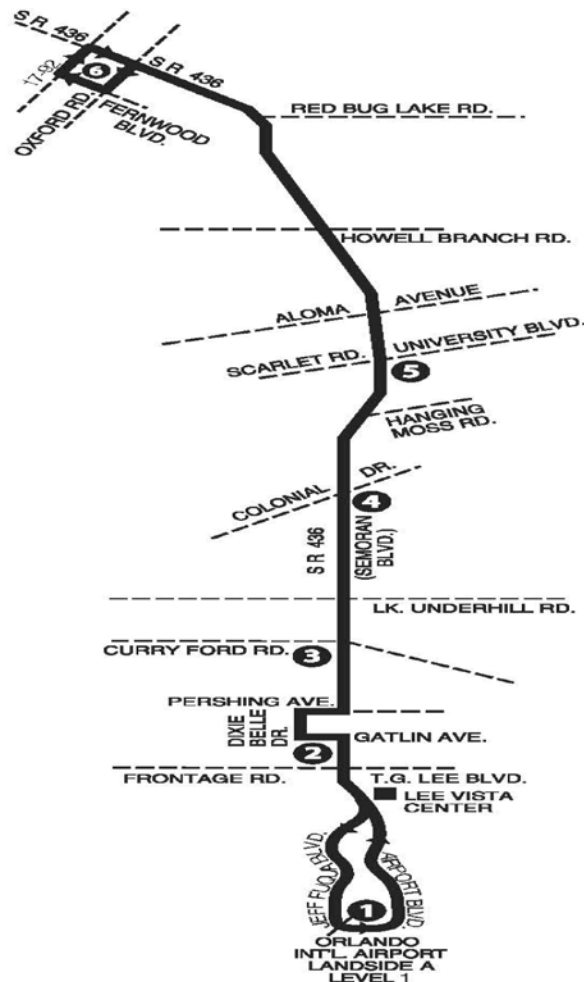


Exhibit “B”

APPROPRIATED AMOUNT

October 2021 through September 2022 \$ 120,900

FY2022 Billing Schedule:	
October 2021	\$ 30,225
January 2022	\$ 30,225
April 2022	\$ 30,225
July 2022	\$ 30,225
Annual Funding Request from City	\$ 120,900

Exhibit "C"

FUNDING MODEL INFORMATION

	<u>FY2022 Funding Model Amount</u>	<u>Additional Capital *</u>	<u>FY2022 Funding Agreement</u>
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	\$ 71,422,119	\$ -	\$ 71,422,119
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 9,037,152	\$ 1,168,824	\$ 10,205,976
Subtotal Operating Funding	\$ 80,459,271	\$ 1,168,824	\$ 81,628,095
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	\$ 2,263,645	\$ -	\$ 2,263,645
Total Local Funds	<u>\$ 82,722,916</u>	<u>\$ 1,168,824</u>	<u>\$ 83,891,740</u>

*Local match towards vehicle replacement.

**Service Funding Agreement
by and between
City of Sanford, Florida
and
Central Florida Regional Transportation Authority**

DRAFT

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 26, 2020 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2020 to September 30, 2021 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2021; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2021 and ending on September 30, 2022 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

“**Current Fiscal Year**” means the fiscal year beginning on October 1, 2021 and ending on September 30, 2022

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“Fiscal Year” or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2021 and ending the following September 30, 2022.

“Fixed-Route Service” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“New Appropriated Amount” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2022 and ending the following September 30, 2023.

“Operating Expenses” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“Passenger Fares” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“Passenger Trips” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“Public Transportation” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“Revenue Hours” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“Revenue Service” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2021 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2022 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.
 - (E) Percent farebox return (i.e., percent of Operating Expenses

recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit “C”** and is a schedule listing involving the following:

- (A) All of LYNX’s funding partners;
- (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit “C”** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Sanford
City Clerk's Office
300 N. Park Avenue
Sanford, Florida 32771
407-688-5014

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall

be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, Florida 32771
Attn: Norton N. Bonaparte, Jr., City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: James E. Harrison, Esq., P.E., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2021. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2022, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

DRAFT

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

CITY OF SANFORD, FLORIDA

By: _____
City Clerk

By: _____
Art Woodruff, Mayor

For the use and reliance of City of Sanford
only. Approved as to form and legal
sufficiency.

Date: _____

City Clerk

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

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

Title: Senior Staff Attorney

Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651

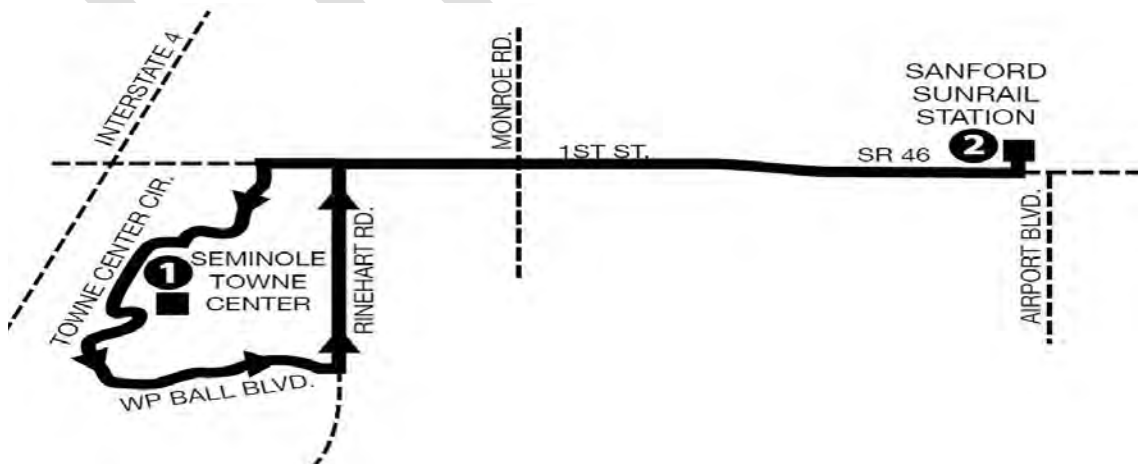


Exhibit “B”

APPROPRIATED AMOUNT

October 2021 through September 2022 \$ 93,000

FY2022 Billing Schedule:	
October 2021	\$ 7,750
November 2021	\$ 7,750
December 2021	\$ 7,750
January 2022	\$ 7,750
February 2022	\$ 7,750
March 2022	\$ 7,750
April 2022	\$ 7,750
May 2022	\$ 7,750
June 2022	\$ 7,750
July 2022	\$ 7,750
August 2022	\$ 7,750
September 2022	\$ 7,750
Annual Funding Request from City	\$ 93,000

Exhibit “C”

FUNDING MODEL INFORMATION

	<u>FY2022 Funding Model Amount</u>	<u>Additional Capital *</u>	<u>FY2022 Funding Agreement</u>
<u>Operating Funding</u>			
Orange County	\$ 52,805,637		\$ 52,805,637
Osceola County	9,482,620	-	9,482,620
Seminole County	9,133,862		9,133,862
Subtotal	<u>\$ 71,422,119</u>	<u>\$ -</u>	<u>\$ 71,422,119</u>
City of Orlando*	\$ 4,003,006	\$ 1,168,824	\$ 5,171,830
City of Orlando - LYMMO	2,808,917	-	2,808,917
FDOT (SunRail Feeder Route)	1,665,975	-	1,665,975
Reedy Creek	345,354	-	345,354
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,037,152</u>	<u>\$ 1,168,824</u>	<u>\$ 10,205,976</u>
Subtotal Operating Funding	<u>\$ 80,459,271</u>	<u>\$ 1,168,824</u>	<u>\$ 81,628,095</u>
<u>Capital Contributions</u>			
Orange County	\$ 1,784,602	\$ -	1,784,602
Osceola County	251,570	-	251,570
Seminole County	227,473	-	227,473
Subtotal	<u>\$ 2,263,645</u>	<u>\$ -</u>	<u>\$ 2,263,645</u>
Total Local Funds	<u><u>\$ 82,722,916</u></u>	<u><u>\$ 1,168,824</u></u>	<u><u>\$ 83,891,740</u></u>

*Local match towards vehicle replacement.

LYNX Finance & Audit Committee Agenda

Action Agenda Item #6.C.

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2022 Bus Service Agreements

Date: 9/16/2021

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the following Bus Service Agreements:

- Reedy Creek Improvement District (RCID) in the amount of \$345,354 for a period of one (1) year;
- Lake County in the amount of \$314,571 for a period of one (1) year;
- City of Kissimmee in the amount of \$479,183 for a period of one (1) year; and
- Universal Boulevard Property Owners Association, Inc in the amount of \$17,082 for a period of (3) months.

BACKGROUND:

Reedy Creek Improvement District: LYNX operates service on Links 50: Downtown Orlando/Magic Kingdom, Link 56: Kissimmee/Magic Kingdom, and Link 306: Disney Direct per an agreement with the Reedy Creek Improvement District (RCID). The Agreement provides for the daily operation of four (4) evening trips on the Link 50 and Link 56 and all service (two trips) on the Link 306.

Lake County: LYNX operates service on Link 55: West U.S. 192 Crosstown, which operates along West U.S. 192 between downtown Kissimmee and Four Corners, serving destinations along the U.S. 192 corridor. The agreement with Lake County calls for the operation of daily morning and afternoon/early evening service to the Four Corners area within Lake County, with service operating along U.S. 192, U.S. 27, and terminating at the Four Corners Walmart.

LYNX Finance & Audit Committee Agenda

Universal Boulevard Property Owners Association, Inc.: LYNX has operated service on Link 58 in the International Drive/Destination Parkway area, operating from Destination Parkway Superstop via I-Drive, Pointe Plaza Ave., Universal Blvd. to Rosen Shingle Creek Resort. Designed as a circulator route to primarily shuttle workers from Rosen Creek to I-Drive and Destination Parkway, the route runs daily at various times. Under this Bus Service Agreement, the Association reimburses LYNX an agreed-upon amount.

City of Kissimmee: LYNX has operated service on Link 709 Kissimmee. The route provides locally-orientated service to improve connectivity and mobility within downtown Kissimmee. It serves key shopping, employment, and entertainment destinations. Span of service focus is on maintaining connections to SunRail at Kissimmee Intermodal Station.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the entities for Fiscal Year 2022 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity

FISCAL IMPACT:

The FY2022 Proposed Operating Budget includes \$1,166,517 for the agreements with Reedy Creek, Lake County and Universal Boulevard Property Owners. Universal Boulevard Property Owners are in discussions now to possibly end their services, if this occurs we will be adjusting the revenue in the mid-year budget adjustment.

**BUS SERVICE AGREEMENT
19-C62**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

CITY OF KISSIMMEE

relating to the providing of bus service in Osceola County, Florida

October 1, 2021

DRAFT

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October 2022, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

CITY OF KISSIMMEE, an independent special taxing district, 101 Church Street, Kissimmee, FL 34741. **CITY OF KISSIMMEE** and Link 709 Kissimmee Connector shall sometimes each be referred to collectively as the “**parties.**”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, The CITY OF KISSIMMEE has expressed a need for additional or new public transportation service in and to certain portions of Osceola County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2022, will be based on an estimated hourly rate of \$72.90 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

County Shall have the meaning set forth in the preamble to this Agreement.

<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by the CITY OF KISSIMMEE at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall mean the area indicated in <u>Exhibit “B”</u> attached hereto.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- (c) The changing transportation needs of the CITY OF KISSIMMEE to the extent LYNX can accommodate such needs.

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof October 1, 2021 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2022 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

No later than six (6) months before the end of each fiscal of this Agreement (based on a September 30 fiscal year), the CITY OF KISSIMMEE and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, the CITY OF KISSIMMEE or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the CITY OF KISSIMMEE Board of Directors. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the CITY OF KISSIMMEE or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the CITY OF KISSIMMEE Board of Directors written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the CITY OF KISSIMMEE or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the CITY OF KISSIMMEE, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the CITY OF KISSIMMEE, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the CITY OF KISSIMMEE paying to LYNX the Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the CITY OF KISSIMMEE an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that

month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. The CITY OF KISSIMMEE shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

b. To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to the CITY OF KISSIMMEE for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

c. For the purpose of invoicing, invoices and related matters will be sent to THE CITY OF KISSIMMEE at the following address:

CITY OF KISSIMMEE
c/o John Hambley, Planning Manager
101 Church Street
Kissimmee, FL34741

d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of the CITY OF KISSIMMEE under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** the CITY OF KISSIMMEE shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the CITY OF KISSIMMEE under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement if not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and the CITY OF KISSIMMEE under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: James Harrison, Esq P.E., Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney
455 North Garland Avenue
Orlando, Florida 32801-1518

CITY OF KISSIMMEE: John Hambley, Planning Manager
101 Church Street
Kissimmee, FL 34741

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or the CITY OF KISSIMMEE of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the CITY OF KISSIMMEE to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the CITY OF KISSIMMEE such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the CITY OF KISSIMMEE is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Thus, for example, if the CITY OF KISSIMMEE should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the CITY OF KISSIMMEE Executive Director.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the CITY OF KISSIMMEE Board of Directors.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

CITY OF KISSIMMEE

**CITY OF KISSIMMEE CITY
COMMISSION**

By: _____
Mayor

(Print Name and Title of Person Signing)

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: _____

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

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior Staff Attorney

Date: _____

EXHIBIT “A”

Description and Schedule of Bus Route(s)

The new name for the route is Link 709 Kissimmee Connector instead of 700 Kissimmee Circulator. The proposed route is for a 25-30-minutes headways during the service hours of 6:30 a.m. through 8:09 p.m. Monday through Friday. No weekend service. Link 709 Kissimmee Connector will provide locally-orientated service to improve connectivity and mobility within downtown Kissimmee. It will serve key shopping, employment, and entertainment destinations. Span of service remains the same with focus on maintaining connections to SunRail at Kissimmee Intermodal Station.

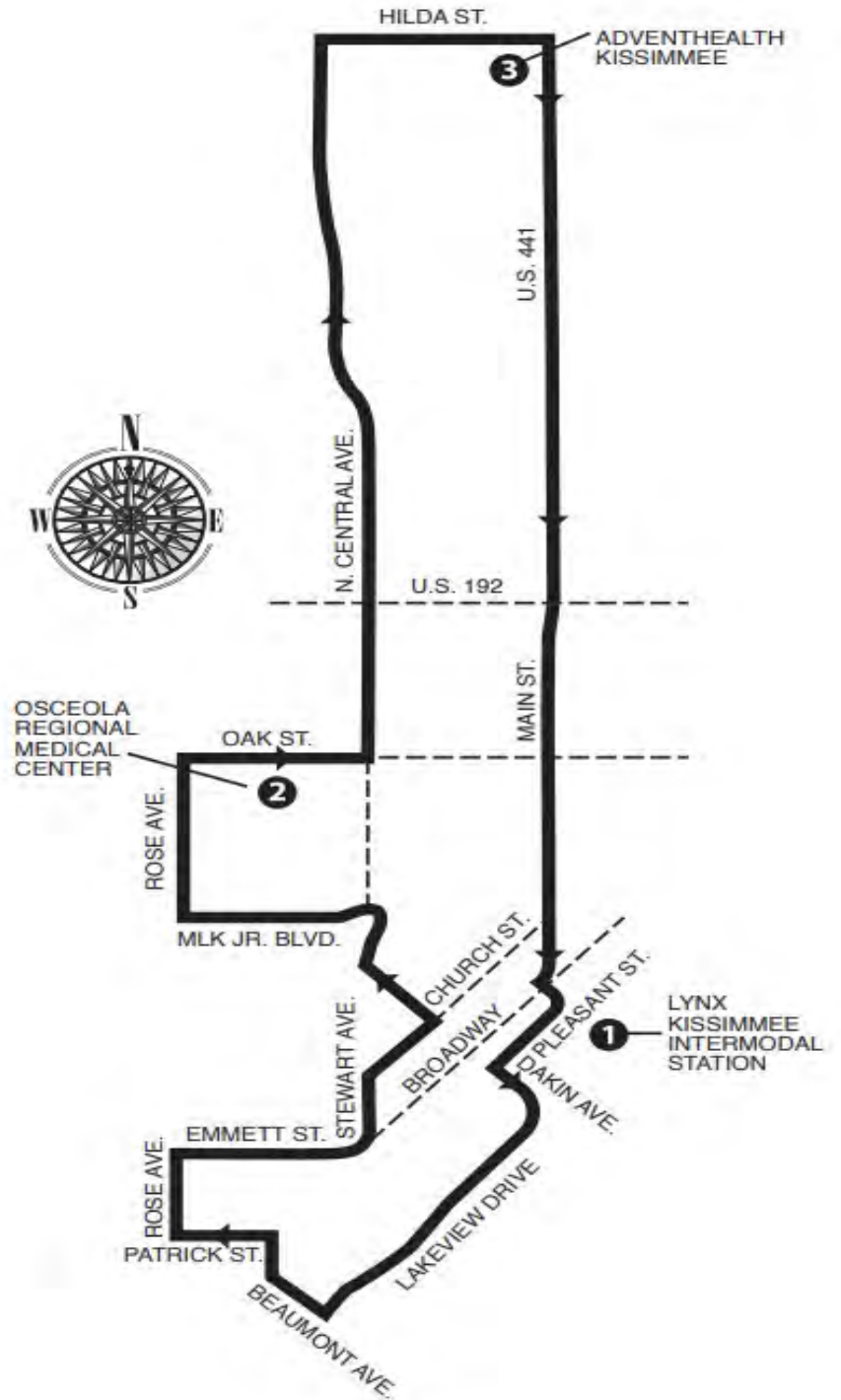
EXHIBIT “B”

KISSIMMEE CONNECTOR

Monday - Friday

KISSIMMEE CONNECTOR			
LYNX KISSIMMEE INTERMODAL STATION	OSCEOLA REGIONAL MEDICAL CENTER	ADVENTHEALTH KISSIMMEE	LYNX KISSIMMEE INTERMODAL STATION
1	2	3	1
6:30	6:45	6:54	7:05
7:00	7:15	7:24	7:35
7:30	7:45	7:54	8:05
8:00	8:15	8:24	8:35
8:30	8:45	8:54	9:05
9:00	9:15	9:24	9:35
9:30	9:45	9:54	10:05
10:00	10:15	10:24	10:35
10:30	10:45	10:54	11:05
11:00	11:15	11:24	11:35
11:30	11:45	11:54	12:05
12:00	12:17	12:27	12:39
12:30	12:47	12:57	1:09
1:00	1:17	1:27	1:39
1:35	1:52	2:02	2:14
2:05	2:22	2:32	2:44
2:35	2:52	3:02	3:14
3:05	3:22	3:32	3:44
3:35	3:52	4:02	4:14
4:05	4:22	4:32	4:44
4:45	5:02	5:12	5:24
5:15	5:32	5:42	5:54
5:45	6:02	6:12	6:24
6:15	6:32	6:42	6:54
6:40	6:57	7:07	7:19
7:05	7:22	7:32	7:44
7:30	7:47	7:57	8:09

P.M. Times are shown in bold



DRAFT

**BUS SERVICE AGREEMENT
No. 18-C144**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

LAKE COUNTY

October 1, 2021

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2021, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate, created by Part III, Chapter 343, Florida Statutes, (hereinafter referred to as “**LYNX**”) whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as “**LAKE COUNTY**”) whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778. **LAKE COUNTY** and **LYNX** shall sometimes each be referred to as a “party” and collectively as the “**parties.**”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, LAKE COUNTY has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2022, will be based on an estimated hourly rate of \$80.68 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.
<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>LAKE COUNTY</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- (c) The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and which are either consistent with the terms of the Agreement or, if inconsistent with the terms of the Agreement are part of a contract modification approved in accordance with paragraph 16.

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective on October 1, 2021 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2022 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of the fiscal year of this Agreement (based on a September 30 fiscal year), LAKE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 12.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAKE COUNTY or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party. Notice shall be delivered in accordance with paragraph 12.

c. **Termination for Breach.** Unless breach is waived by LAKE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and LAKE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the rights of LAKE COUNTY or LYNX to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with LAKE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAKE COUNTY, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of LAKE COUNTY paying to LYNX the Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to LAKE COUNTY an invoice and accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service, which would show for that month the required actual payment to be made to LYNX which would be the Monthly Cost for Bus Service to be paid. LAKE COUNTY will make payments on all undisputed invoices in accordance with the Prompt Payment Act of Part VII, Chapter 218, Florida Statutes.

b. For the purpose of invoicing, invoices and related matters will be sent to LAKE COUNTY at the following address:

Lake County Office of Transit Services
PO Box 7800
Tavares, Florida 32778

c. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

d. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives

from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

e. The anticipated Monthly Cost of Bus Service is set forth on **Exhibit "B"** attached hereto.

7. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place advertising from time to time on the buses which it uses to provide the Bus Service .

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

8. **BOND.** LAKE COUNTY will not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by LAKE COUNTY under this Agreement.

9. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

10. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and LAKE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

11. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

12. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy: James E. Harrison, Esq., P.E., Chief Executive Officer
455 North Garland Avenue

Orlando, Florida 32801

Copy: Carrie L. Sarver, B.C.S., Senior Staff Attorney
455 North Garland Avenue
Orlando, Florida 32801

LAKE COUNTY: Lake County Manager
PO Box 7800
Tavares, Florida 32778

Copy: Lake County Attorney
PO Box 7800
Tavares, Florida 32778

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Lake County, Florida. Each party expressly waives any right to a jury trial. Arbitration will not be used as a means for dispute resolution.

14. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAKE COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, unforeseen changes to government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by LAKE COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

i. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with LAKE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

k. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, LAKE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the .For example, if LAKE COUNTY should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

l. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "A."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

m. **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

15. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

16. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAKE COUNTY Manager.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAKE COUNTY Board of County Commissioners.

17. **Reporting.**

a. LYNX will provide Lake County operational service data on a monthly basis for the purpose of operations and management analysis. These reports will include (1) revenue hours, (2) revenue miles, and (3) unlinked passengers trips for LAKE COUNTY portion of LYNX Route 55.

b. Accident Reports. Accident reports must be delivered or transmitted to LAKE COUNTY within 24 hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or are likely to garner media attention, LAKE COUNTY staff will be notified immediately with specific details. If necessary, LYNX must conduct a DOT Post-Accident Test.

c. Complaint/Commendation Report. LYNX will maintain a ledger of all complaints received directly by LYNX (through drivers, dispatch, or other staff) from riders and any members of the public in monthly reports to be submitted to LAKE COUNTY upon request at regular intervals. The report must include at a minimum the date, time, route, direction, weather and operating conditions, location of complaint, whether it is a service or facility (i.e. bus stop, shelter, etc.).

18. **PUBLIC RECORDS.**

a. LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of LAKE COUNTY, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- i. Keep and maintain public records required by LAKE COUNTY to perform the service.
- ii. Upon request from LAKE COUNTY'S custodian of public records, provide LAKE COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to LAKE COUNTY.

-
- iv. Upon completion of the contract, transfer, at no cost, to LAKE COUNTY all public records in possession of LYNX or keep and maintain public records required by LAKE COUNTY to perform the service. If LYNX transfers all public records to LAKE COUNTY upon completion of the contract, LYNX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LAKE COUNTY, upon request from LAKE COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of LAKE COUNTY.
 - v. If LYNX does not comply with a public records request, LAKE COUNTY shall enforce the contract provisions in accordance with the Agreement.

b. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

LAKE COUNTY OFFICE OF TRANSIT SERVICES

Jill Brown

2440 Highway 441/27

Fruitland Park, Florida 34731

352-901-0606

jmbrown@lakecountyfl.gov

19. INSURANCE.

a. LYNX will purchase and maintain at all times during the term of this Contract, without cost or expense to LAKE COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to LAKE COUNTY, insuring LYNX against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of LYNX under the terms and provisions of the Contract. An original certificate of insurance, indicating that LYNX has coverage in accordance with the requirements of this section must be received and accepted by LAKE COUNTY prior to contract execution or before any work begins. It will be furnished by LYNX to LAKE COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure LYNX in accordance with the following minimum limits:

- i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000

Medical Expense	\$5,000
Contractual Liability	Included

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, LYNX must provide a notarized statement that if he or she is injured, he or she will not hold LAKE COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

b. LAKE COUNTY, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

c. LYNX must provide a minimum of thirty (30) days prior written notice to LAKE COUNTY of any change, cancellation, or nonrenewal of the required insurance.

d. Certificates of insurance must evidence a waiver of subrogation in favor of LAKE COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by LAKE COUNTY.

e. LYNX must provide a copy of all policy endorsements, reflecting the required coverage, with LAKE COUNTY listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

f. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

g. All self-insured retentions will appear on the certificates and will be subject to approval by LAKE COUNTY. At the option of LAKE COUNTY, the insurer will reduce or eliminate such self-insured retentions; or LYNX will be required to procure a bond guaranteeing payment of losses and related claims expenses.

h. LAKE COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of LYNX or subcontractor providing such insurance.

i. LYNX will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to LAKE COUNTY evidencing coverage and terms in accordance with LYNX'S requirements.

j. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

k. Neither approval by LAKE COUNTY of any insurance supplied by LYNX, nor a failure to disapprove that insurance, will relieve LYNX of full responsibility of liability, damages, and accidents as set forth herein.

[SIGNATURE PAGE FOLLOWS]

DRAFT

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: _____

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

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior Staff Attorney

Date: _____

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Sean M. Parks, Chairman

This _____ day of _____ 2021.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to Form and Legality:

Melanie Marsh, County Attorney

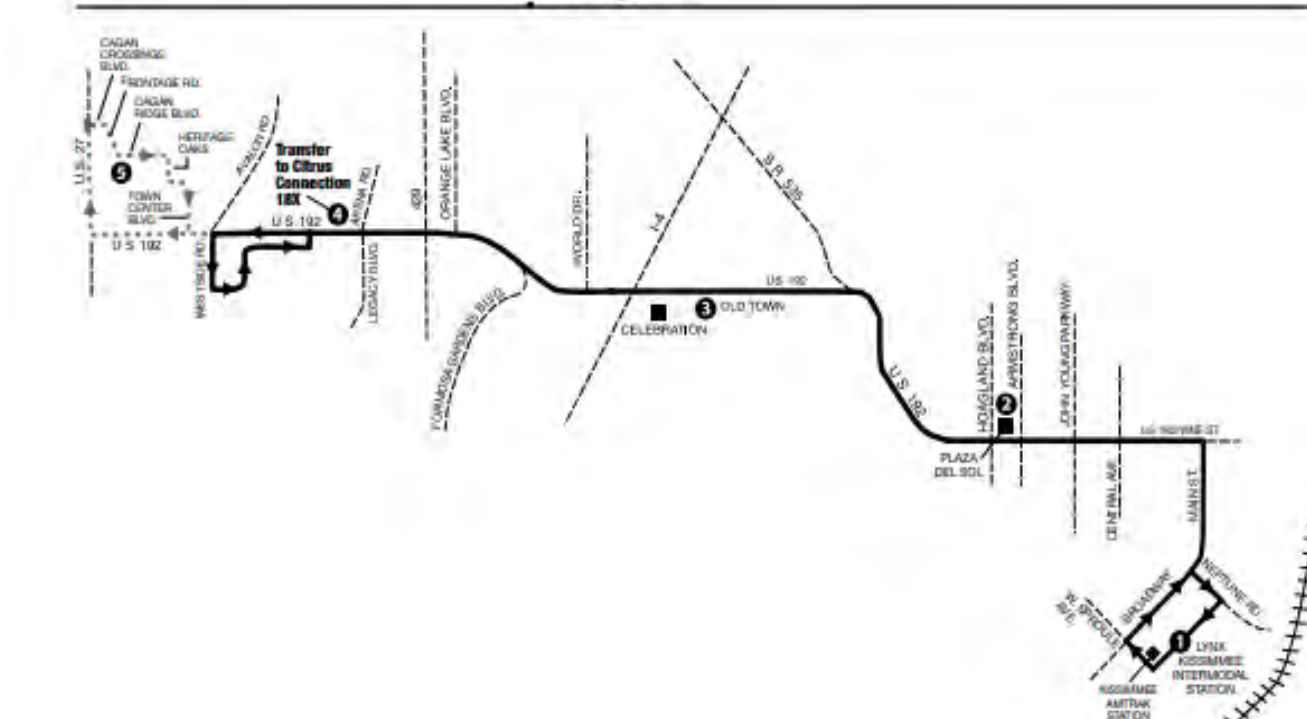
Description of Bus Route(s)

Link 55 : **SERVING:** Four Corners Walmart
Blanco Del Sol

W. U.S. 192/Four Corners
Monday–Sunday & Holiday
service

Link 55 W. U.S. 192/Four Corners Monday-Sunday & Holiday service	• SERVING:	Four Corners Walmart
	• LYNX Kissimmee Intermodal	Plaza Del Sol
	• Station/SunRail	Citrus Connection 18X
	• Old Town	
	• Celebration	
	• Orange Lake	

Link 55	: SERVING:	Four Corners Walmart
	: LYNX Kissimmee Intermodal	Plaza Del Sol
	: Station/SunRail	Citrus Connection 18X



“Exhibit B”

Lake County Transit Service Costs

Description of Appropriated Amount

October 1, 2021 through September 30, 2022

Fixed Route Operating Costs	Amount
Link 55	\$314,571
	\$314,571

Net Funding Request from County **\$314,571**

FY2022 Billing Schedule	Amount
October-21	\$26,214
November-21	\$26,214
December-21	\$26,214
January-22	\$26,241
February-22	\$26,214
March-22	\$26,214
April-22	\$26,214
May-22	\$26,214
June-22	\$26,214
July-22	\$26,214
August-22	\$26,214
September-22	\$26,217

Annual Funding Request from County **\$314,571**

DRAFT

**BUS SERVICE AGREEMENT
No. 18-C145**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

**REEDY CREEK IMPROVEMENT DISTRICT
(RCID)**

relating to the
providing of bus service in the Reedy Creek Improvement District Service Area

October 1, 2021

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

<u>Paragraph</u>	<u>Caption</u>	<u>Page Number</u>
1.	DEFINITIONS.....	3
2.	PROVIDING OF BUS SERVICE	4
3.	TERM	5
4.	SCHEDULE OF BUS SERVICE	5
5.	PAYMENT FOR BUS SERVICE	5
6.	SECURITY DEPOSIT.....	3
7.	ACCESS OVER PUBLIC AND PRIVATE PROPERTY.	3
8.	ADVERTISING.....	4
9.	BOND	4
10.	NON-ASSIGNABILITY	4
11.	RELATIONSHIP OF PARTIES.....	4
12.	NO THIRD PARTY BENEFICIARY	6
13.	NOTICE.....	7
14.	GOVERNING LAW.....	5
15.	MISCELLANEOUS CLAUSES	5
16.	BOARD APPROVAL	7
17.	COMPLETE AGREEMENT.....	7

Schedule of Exhibits and Appendices

Exhibit "A" – Sketch of Reedy Creek Improvement District Service Area
Exhibit "B" – Reedy Creek Improvement District Transit Service Costs
Exhibit "C" – Description of Service and Bus Routes
Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2021, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

REEDY CREEK IMPROVEMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**RCID**"). **RCID** and **LYNX** shall sometimes be referred to collectively as the "**Parties**."

WITNESSETH:

WHEREAS, **LYNX** provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, **RCID** is the governmental authority having jurisdiction over the lands of the Reedy Creek Improvement District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, **RCID** has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for **LYNX** to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "C"** and as graphically depicted on **Appendix 1** thereof, and **LYNX** is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement

shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "C."
<u>Contributions</u>	shall mean, the RCID Contributions.
<u>Commuter Rail Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<u>RCID</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>RCID Contributions</u>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$345,354 to be paid in the amounts and on the dates set forth in Exhibit "B" attached hereto.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "C" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.

All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, etc.
(a)

The changing transportation needs of RCID to the extent LYNX can reasonably accommodate such needs.
(b)

3. **TERM.** This Agreement shall be effective as of October 1, 2021 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2022 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "C"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of RCID paying to LYNX the sum of Three Hundred Forty-Five Thousand Three Hundred Fifty-Four Dollars (\$345,354) payable in two payments of One Hundred Seventy-Two Thousand Six Hundred Seventy-Seven Dollars (\$172,677) upon the effective date of Agreement and One Hundred Seventy-Two Thousand Six Hundred Seventy-Seven Dollars (\$172,677) on or before September 1, 2022, as set forth in **Exhibit "B"**. No additional fees shall be due from RCID for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc.) the same may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of RCID under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by RCID for use by the public. Other roads within the Service Area may be deemed to be "private" such as, for example, roads behind gates, etc. If and to the extent the Bus Route at any time extends over any private property not owned and operated for public use by RCID in the Service Area, RCID shall use commercially reasonable efforts to obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. LYNX acknowledges and agrees that any consent for use of such private roads within its Bus Route may be revoked by RCID or the owner of said private property

in their sole and absolute discretion upon twenty-four (24) hours' notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly to exclude the private property.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Reedy Creek Improvement District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **INSURANCE.** LYNX shall, together with its execution of this Agreement, provide to RCID either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage.

10. **INDEMNIFICATION.** To the extent permitted by Florida Statute 768.28, LYNX shall indemnify, defend and hold harmless RCID its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns from and against lawsuits, claims, judgments, settlements, losses, costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs through all appeals) arising out of or related to (or alleged to have arisen out of or be related to) this Agreement.

11. **BOND.** RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.

12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

13. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and RCID under this Agreement shall be that of an independent contractor and not an agent.

14. **NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS.** This Agreement is solely between the parties hereto and no entity, person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

15. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX:

James E. Harrison, Esq, P.E.
Chief Executive Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6063
Telecopy: (407) 254-6137

with a copy to:

Attn: Leonard Antmann
Chief Financial Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6125
Telecopy: (407) 254-6138

As to RCID:

John Classe, District Administrator
Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830
Telephone: (407) 828-3548
Telecopy: (407) 934-6200

Either party may change the persons and/or address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL

CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

In the event either party employs an attorney or brings an action against the other party arising out of the terms of this Agreement, the prevailing party (whether such prevailing party has been awarded a money judgment or not) shall receive from the non-prevailing party (and the non-prevailing party shall be obligated to pay) the prevailing party's reasonable legal fees and expenses (including, without limitation, the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this provision. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcription fees, depositions or proceedings, costs of discovery and travel costs. The term "prevailing party" as used in this provision shall mean that party whose positions substantially prevail in such action or proceeding, and any action or proceeding brought by any other party against the other as contemplated in this provision may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. In the event no party substantially prevails in its positions, the court may rule that no party has so substantially prevailed, in which event each party shall be responsible for their own fees and expenses in connection therewith.

(a)
17. **MISCELLANEOUS CLAUSES.**

Sovereign Immunity. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either LYNX and/or RCID of their rights to invoke sovereign immunity as a governmental entity.

(c) **Force Majeure.** The rights and obligations and duties of the Parties hereunder (other than the payment of money) shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and government regulations and directives as applicable.

Time of Essence. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

Legal Obligations. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

Public Records; E-Verification. The Parties hereto warrant compliance with the provisions of (i) Chapter 119, F.S. (with regard to its/their respective duty(ies) to provide public records relating to this Agreement), and (ii) ^(d) all federal immigration laws and regulations that relate to their employees. The Parties acknowledge and agree that LYNX and RCID are public employers that are ^(e) subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding anything to the contrary contained herein, if either RCID or LYNX has a good faith belief that the other has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the party with such good faith belief shall terminate this Agreement. The party violating this paragraph shall be liable for any additional costs incurred by the other party as a result of the termination of this Agreement based on said party's failure to comply with the E-Verify requirements referenced herein.

No Waiver. No term or provision of this Agreement shall be ^(e) deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties. ^(g)

Benefits of Service. The RCID monies to be paid by RCID to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, ^(h) any funding that LYNX receives from the FTA as a part of its overall ridership total.

No Oral Modification. The Parties agree that this Agreement is a ⁽ⁱ⁾ complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

Severability. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable present or future laws by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable. In lieu of each clause or provision of this Agreement which is invalid, illegal or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Adjustment of Bus Routes. The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

Default/Notice/Procedure to Resolve Disputes. The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, RCID is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if RCID should fail to pay the requisite RCID Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

Service Within and Outside the Service Area. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit "C."** Thus, the Contributions may be used for all of said Bus Service.

18. **BOARD APPROVAL.** This Agreement is subject to the approval by the RCID Board of Supervisors and the LYNX Board of Directors.

19. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified, except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

LYNX:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: _____

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

By:

Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior Staff Attorney

Date: _____

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

RCID:
REEDY CREEK IMPROVEMENT DISTRICT

By: _____

Name: John H. Classe, Jr.

Title: District Administrator

Date: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area

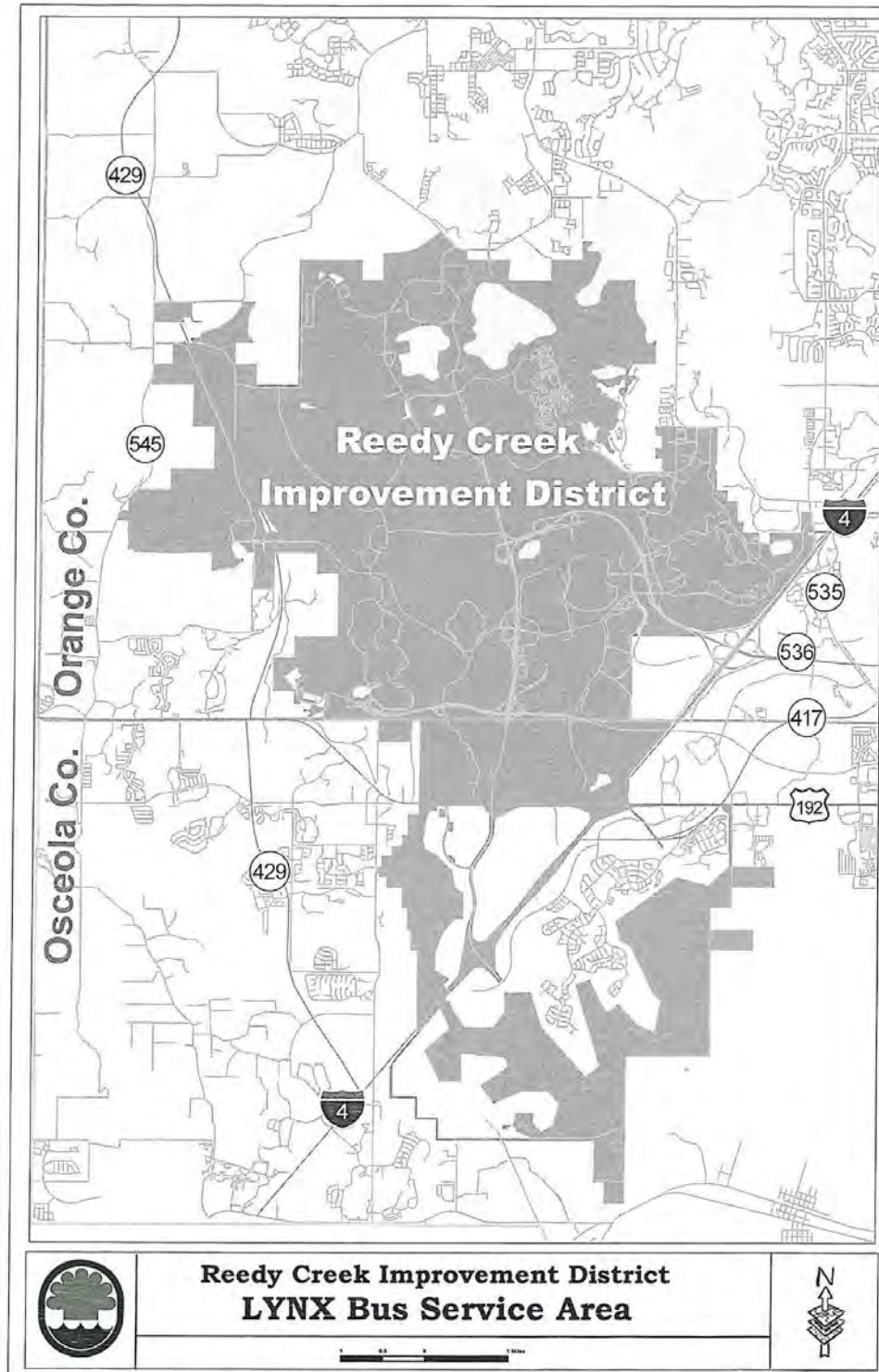


Exhibit "B"

Reedy Creek Improvement District Transit Service Costs

**Description of Appropriated Amount
October 1, 2021 through September 30, 2022**

Fixed Route Operating Costs	Amount
Link 50	\$146,838
Link 56	\$101,495
Link 306	\$97,350
	\$345,354

Net Funding Request	\$345,354
----------------------------	------------------

FY2022 Billing Schedule	
On or before 10/1/2021	\$172,677
On or before 9/1/2022	\$172,677
Annual Funding Request	\$345,354

EXHIBIT "C"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective April 25, 2021

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 50: Downtown Orlando/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 9:59 PM, 10:29PM, 10:59 PM and 11:25 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, Disney Springs Transfer Center, 6800 Sea Harbor Drive and Academic LYNX Central Station
Link 56: Kissimmee/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:21 PM, 10:50 PM, 11:19 and 11:48 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, US 192 & Old Town, US 192 & SR 535, Disney University, Kissimmee Intermodal Facility
Link 306: Disney Direct	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:12 AM to 7:13 AM; Evening from 5:07 PM to 6:24 PM	Poinciana Walmart @ Doverplum Ave, Downtown Disney Springs Transfer Center and Hilton Bonnet Creek Resort

APPENDIX 1 **Of Exhibit "B"**

Graphical Depictions of Lynx Bus Service Routes

Link 50

Downtown Orlando/Magic Kingdom Express
Monday-Sunday & Holiday service

- SERVING:**
- LYNX Central Station
 - SeaWorld
 - Disney Springs

Walt Disney World Resort
Transportation and
Ticket Center

LYNX CENTRAL STATION TO WDW TRANSPORTATION & TICKET CENTER **WDW TRANSPORTATION & TICKET CENTER TO LYNX CENTRAL STATION** **Monday - Friday**

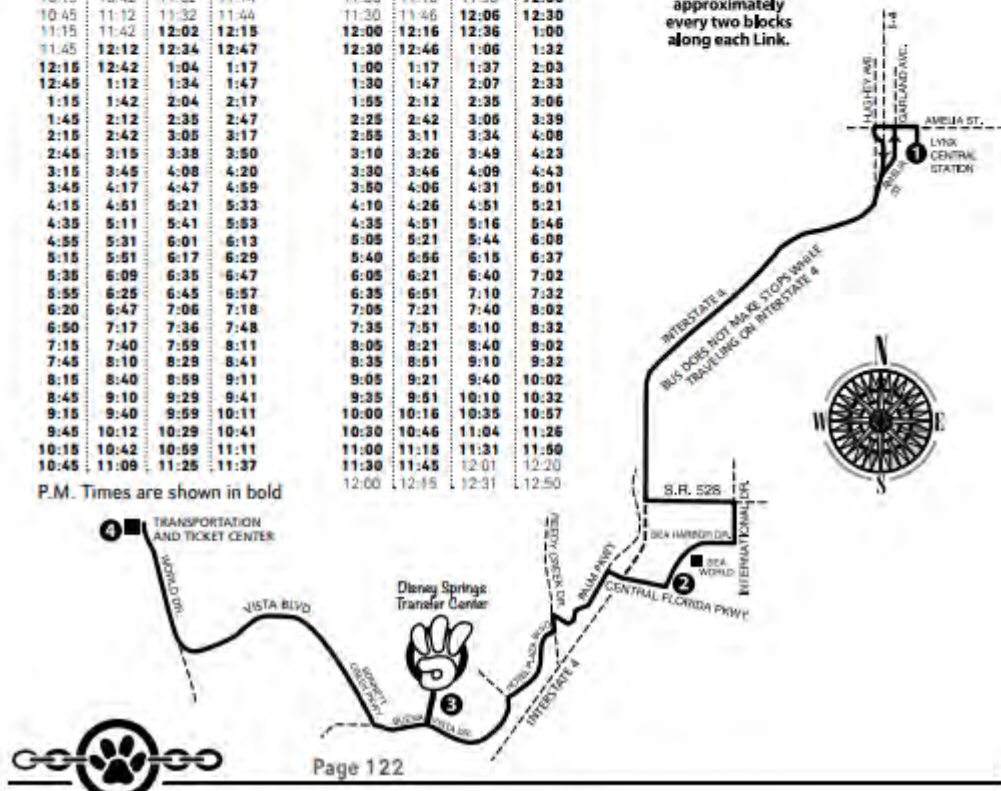
LYNX CENTRAL STATION	SEA HARBOR DR. & CENTRAL FLORIDA PKWY.	DISNEY SPRINGS TRANSFER CENTER	WDW TRANSPORTATION & TICKET CENTER
1	2	3	4
5:15	5:36	5:51	6:02
5:35	5:56	6:11	6:22
5:55	6:16	6:33	6:44
6:15	6:36	6:53	7:04
6:35	7:00	7:20	7:32
6:55	7:20	7:40	7:52
7:15	7:43	8:03	8:15
7:35	8:03	8:23	8:35
7:55	8:23	8:43	8:55
8:15	8:43	9:03	9:15
8:45	9:12	9:33	9:45
9:15	9:43	10:03	10:15
9:45	10:12	10:32	10:44
10:15	10:42	11:02	11:14
10:45	11:12	11:32	11:44
11:15	11:42	12:02	12:15
11:45	12:12	12:34	12:47
12:15	12:42	1:04	1:17
12:45	1:12	1:34	1:47
1:15	1:42	2:04	2:17
1:45	2:12	2:35	2:47
2:15	2:42	3:05	3:17
2:45	3:15	3:35	3:50
3:15	3:45	4:05	4:20
3:45	4:17	4:47	4:59
4:15	4:51	5:21	5:33
4:35	5:11	5:41	5:53
4:55	5:31	6:01	6:13
5:15	5:51	6:17	6:29
5:35	6:09	6:35	6:47
5:55	6:25	6:45	6:57
6:20	6:47	7:06	7:18
6:50	7:17	7:36	7:48
7:15	7:40	7:59	8:11
7:45	8:10	8:29	8:41
8:15	8:40	8:59	9:11
8:45	9:10	9:29	9:41
9:15	9:40	9:59	10:11
9:45	10:12	10:29	10:41
10:15	10:42	10:59	11:11
10:45	11:09	11:25	11:37

P.M. Times are shown in bold

WDW TRANSPORTATION & TICKET CENTER	SEA HARBOR DR. & CENTRAL FLORIDA PKWY.	DISNEY SPRINGS TRANSFER CENTER	LYNX CENTRAL STATION
4	2	3	1
5:45	5:45	6:02	6:25
	5:59	6:16	6:44
	6:22	6:39	7:02
6:20	6:35	6:52	7:20
6:40	6:55	7:15	7:42
7:00	7:15	7:35	8:02
7:30	7:45	8:05	8:32
8:05	8:20	8:40	9:04
8:35	8:50	9:10	9:34
9:05	9:20	9:40	10:04
9:35	9:51	10:11	10:35
10:00	10:16	10:36	11:00
10:30	10:46	11:06	11:30
11:00	11:16	11:36	12:00
11:30	11:46	12:06	12:30
12:00	12:16	12:36	1:00
12:30	12:46	1:06	1:32
1:00	1:17	1:37	2:03
1:30	1:47	2:07	2:33
1:55	2:12	2:35	3:06
2:25	2:42	3:05	3:39
2:55	3:11	3:34	4:08
3:10	3:26	3:49	4:23
3:30	3:46	4:09	4:43
3:50	4:06	4:31	5:01
4:10	4:26	4:51	5:21
4:35	4:51	5:16	5:46
5:05	5:21	5:44	6:08
5:40	5:56	6:15	6:37
6:05	6:21	6:40	7:02
6:35	6:51	7:10	7:32
7:05	7:21	7:40	8:02
7:35	7:51	8:10	8:32
8:05	8:21	8:40	9:02
8:35	8:51	9:10	9:32
9:05	9:21	9:40	10:02
9:35	9:51	10:10	10:32
10:00	10:16	10:35	10:57
10:30	10:46	11:04	11:26
11:00	11:15	11:31	11:50
11:30	11:45	12:01	12:20
12:00	12:15	12:31	12:50

Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.



Service Monday-Sunday & Holidays
5:30 AM to 11:00 PM

Frequency 30 minutes

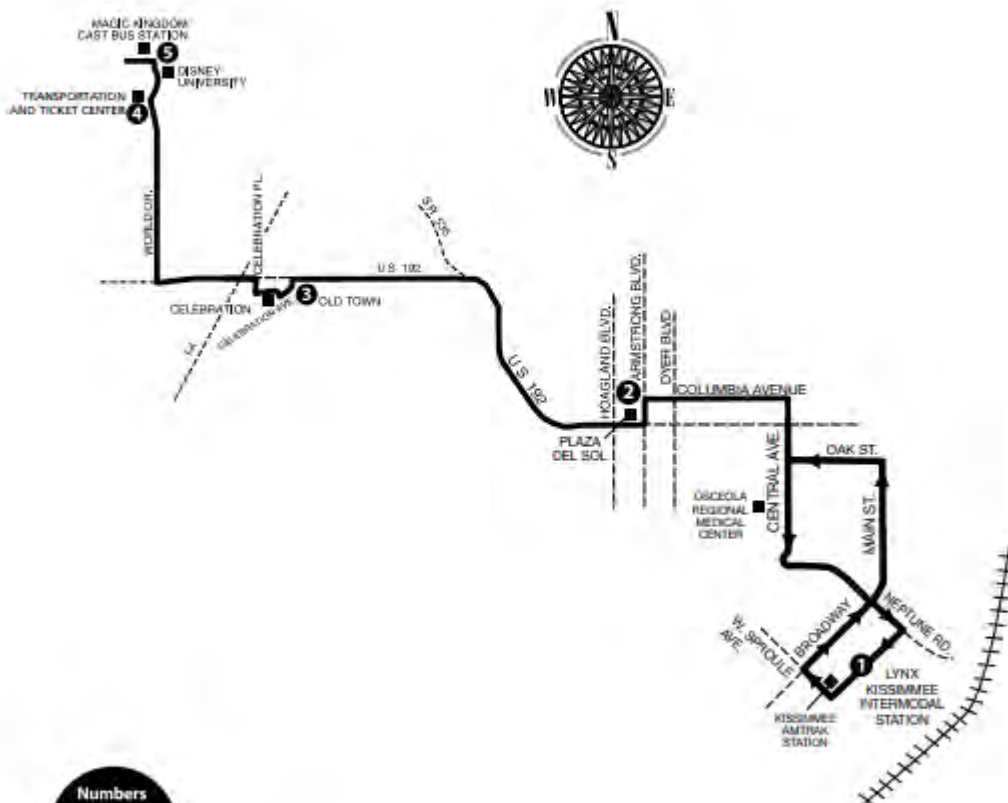
Link 56

W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal Station/SunRail
Osceola Regional Medical Center



Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.



Link 306

Disney Direct

Monday-Sunday & Holiday
service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

Citrus Connection 16X, 19X, 603
NeighborLink 604
Poinciana Walmart
Poinciana SunRail Station



Bus Stops:

- Poinciana Walmart
- Poinciana Blvd./Crescent Lakes Way
- Poinciana Blvd./Trafalgar Blvd.
- Poinciana SunRail Station
- Poinciana Blvd./Irlo Bronson (a.m.)
- U.S. 192/Seralago Blvd. (p.m.)
- U.S. 192/Poinciana Blvd. (p.m.)
- Hilton Bonnet Creek
- Disney Springs Transfer Center



FIRST AMENDMENT TO BUS SERVICE AGREEMENT

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.
(the Association)

relating to the providing of bus service in the
International Drive, Orange County, Florida, area

October 1, 2021

FIRST AMENDMENT TO BUS SERVICE AGREEMENT

THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT amends the LYNX Bus Service Agreement (“Agreement”) bearing the effective date of October 1, 2020 made by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part III, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, with a registered office at 9751 Universal Boulevard, Orlando, Florida 32819 (hereinafter referred to as “**Association**”).

WHEREAS, the Association and LYNX (hereinafter referred to as the “Parties”) entered into an Agreement to provide additional public bus transportation service in the International Drive area located in Orange County Florida; and

WHEREAS, the Parties now desire to amend certain terms and conditions of the Agreement to amend the term period associated with the Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.
2. The Agreement shall remain in full force and effect except as specifically amended hereinbelow.

3. As provided for under the terms of this First Amendment to Agreement (“Amendment”), the Parties agree that Section 3 of the Agreement is hereby replaced and amended to read as follows:

Section 3. TERM. This Agreement shall be effective on October 1, 2020 (“Commencement Date”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through December 31, 2021 (the “Expiration Date”) which is the funding period for providing the Bus Service. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

4. This Amendment incorporates all other terms and conditions as stated in the Agreement.

5. The undersigned represents and warrants that they are authorized to bind their entities to the terms of this Amendment to the Agreement.

6. The Parties agree that no other amendment to the terms of the said Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have hereunto executed this First Amendment to Bus Service Agreement the day and year first written below.

**UNIVERSAL BOULEVARD PROPERTY
OWNERS ASSOCIATION, INC.**

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: James E. Harrison, Esq., P.E.
Title: Chief Executive Officer

Date: _____

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

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior Staff Attorney

Date: _____