Meeting Date: 9/17/2020 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.

The Central Florida Regional Transportation Authority d/b/a LYNX meeting will be held virtually by means of communications media technology pursuant to the Office of the Governor Executive Order #20-69 and subsequently extended.

The opportunity to provide public comment is available until the Chair closes the item. To appear in person to speak or to submit written comments to LYNX Finance & Audit Committee, complete the customer service form and select Public Comment on http://www.golynx.com/contactus or email to publiccomments@golynx.com. For additional information regarding other methods of submitting comments, contact the Board Agenda Coordinator at 407-254-6003.

When you are recognized, state your name and address. Please limit your comments to the 3 minute limit set by LYNX Board of Directors policy. Large groups are asked to name a spokesperson.

- 1. Call to Order
- 2. Approval of Committee Minutes



Finance Committee Minutes - August 20, 2020

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. Recommendation to Release a Request for Proposal (RFP) for Paratransit and NeighborLink Pg 7 Services
  - B. Extension of Contracts
    - Recommendation to Exercise the Second Option Year of Contract #18-C130 & #18-C128 with Pg 9 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
  - C. Miscellaneous
    - i. Recommendation to Authorize the Auction of Surplus Capital Items and Obsolete Parts Pg 11
- 6. Action Items
  - A. Recommendation to Enter into the FY2021 Service Funding Agreements with the Regional Funding

    Pg 14

    Partners





#### 7. Discussion Items

A. Discussion on Insurance Renewal Pg 226

#### 8. Other Business

#### 9. Adjourned

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

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

#### LYNX

## **Central Florida Regional Transportation Authority Finance and Audit Committee Meeting Minutes**

**PLACE:** LYNX Central Station

455 N. Garland Avenue 2<sup>nd</sup> Floor, Open Space Orlando, FL 32801

**DATE:** August 20, 2020

TIME: 2:00 p.m.

#### **Members in Attendance:**

Amanda Clavijo, Osceola County Michelle McCrimmon, City of Orlando Kurt Petersen, Orange County Jo Santiago, FDOT, 5<sup>th</sup> District Tim Jecks, Seminole County

#### **Staff in Attendance:**

James E. Harrison, Esq. P.E., Chief Executive Officer Tiffany Homler-Hawkins, Chief Administrative Officer John Slot, Chief Innovation & Sustainability Officer Leonard Antmann, Director of Finance Michelle Daley, Manager of Financial Planning & Budgets Chris Plummer, Manager of Financial Reporting James Goldsmith, LYNX Attorney

#### 1. Call to Order

Chair Clavijo called the meeting to order at 2:01 p.m., and she read a statement that allows for this meeting to take place electronically.

#### 2. Approval of Minutes

Chair Clavijo requested a motion for approval of the Finance & Audit Committee minutes from the July 16, 2020 Finance & Audit Committee meeting. Motion to approve the July 16, 2020 minutes was made by Kurt Petersen, seconded by Michelle McCrimmon and unanimously adopted. The minutes were 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, Director of Finance. Mr. Antmann stated that we have received slightly over \$36 million from the CARES funding from March through June, which averages about \$7.5-8 million per month.

Our payroll system conversion went live the first payroll in July. We just completed the 4<sup>th</sup> payroll processed in the new system and all has run smoothly.

The Committee that allocates the funds for TD trips on paratransit is still looking at defining how the funds are used. Should there be changes they will be effective after June 30, 2020.

#### 5. Committee Discussion Items

#### A. Review of the FY2020 3rd Quarter Operating Results

Mr. Antmann led the presentation. During the 3<sup>rd</sup> quarter of FY20, LYNX was dealing with COVID-19. Overall with the CARES funding we ended the quarter favorable. LYNX earned \$36 million in Federal CARES grant funds to cover operating expenses as a result of the COVID crisis through June 30. Customer fares were unfavorable YTD due to Fares being suspended on March 30. LYNX ridership had begun to drop prior to the state of emergency declaration on March 13, subsequently LYNX reduced service and suspended fare collections on March 30<sup>th</sup>. LYNX resumed full services on May 11. Advertising revenue, other income and interest were down for the quarter.

LYNX had anticipated federal revenue YTD of a little over \$14 million for 9 months, LYNX only collected \$6 million. A lot of that is decision driven and some is the planning studies deferred during the COVID crisis. We had 9.8 M budgeted for preventative maintenance. We collected \$3.2 M through January. The rest was pushed to next year and rescheduled to be used for capital. We had budgeted federal revenue for our tire lease program and ADA that has been pushed to next year and reprogramed to capital. All those operating dollars are now being funded through CARES. We have collected a little over \$36 M YTD / \$24.5 M for the quarter. Local revenue is down slightly due to LYMMO routes running less hours during the period of reduced schedule.

Salaries and benefits are slightly favorable due to savings on overtime and benefits during the six weeks of reduced service. Other services are down mostly due to unspent planning professional services. Fuel was favorable primarily due to the fuel hedging program and reduced service. Materials and Supplies was favorable YTD, LYNX spent \$551K on PPE and supplies in response to the crisis but was offset by savings on repairs during the service reduction. Utility costs are down due to a cell phone contract change to ATT. Leases and miscellaneous was down due to reduction

of training and traveling during this period. Purchase transportation was favorable YTD due to a reduced number of Paratransit trips.

#### **B.** Discussion Regarding Auditor Selection Committee Recommendations

All proposers were ranked. The top three were requested to return for presentations on September 15.

Interim audit process typically starts mid-August –that has not happened. Hopefully the Auditor will be selected in September and contract executed in October. We will need to start audit process a few weeks earlier than normal since the interim audit was not done August.

#### 6. Consent Agenda

#### A. Miscellaneous

- i. Authorization to Auction Surplus Capital Items and Obsolete Parts
- ii. Authorization to Submit an Application to the State of Florida, Division of Emergency Management for Funding Authorized by the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program

Motion to approve Consent Agenda items 6.A.i. and 6.A.ii. was made by Kurt Petersen, Second by Tim Jecks, Motion passed unanimously.

#### 7. Action Items

## A. Recommendation to Adopt Changes to the Existing LYNX Reserve Policy to Establish a Budget Stabilization Fund

The policy was updated to allow the budget stabilization fund's resources to remain in an interest bearing account along with any investment returns.

The Budget stabilization fund will provide flexibility to make emergency purchases to support the essential nature of the Authority's business for the traveling public during a natural disaster, pandemic or other declared emergency pending Board of Director approval.

During periods when LYNX's actual expenditures exceed the adopted operating budget, staff would seek Board approval to utilize the Reserve fund balance before requesting Authorization to balance the budget with stabilization funds.

Motion to approve request to present the revised policy to Oversight was made by Kurt Petersen, Second by Tim Jecks. Motion passed unanimously.

## B. Approval to Present the FY2021 Proposed Operating Budget to the LYNX Board of Directors for Approval

Mr. Antmann continued with this item. Local Funding Partner contributions to remain at FY2020 level. Creation of a Budget Stabilization Fund. Customer revenues projected at 60% of FY20 levels. Advertising revenue has been budgeted at the contract guarantee level. Preventative Maintenance funding will go back to the \$6.8 million level approved by the board. The shortfall in revenue will be made up by CARES/ Stabilization Funds. Increased staffing for COVID cleaning has been moved from salaries to contract services.

Michelle McCrimmon asked about LYNX's ability to draw down funds on an aggressive basis. Mr. Antmann stated that the Grants department has received approval from the FTA of the LYNX plan to draw down CARES funds. Our method to draw down CARES funds has been presented to the LYNX Oversight Committee, LYNX Board and funding partners, and is the consensus of all involved.

Motion to present FY2021 Proposed Operating Budget to LYNX Oversight Committee was made by Michelle McCrimmon. Second by Kurt Petersen. Motion passed unanimously.

## C. Approval to Present the FY2021 Proposed Capital Budget to the LYNX Board of Directors for Approval

Mr. Antmann continued with this item. From the first presentation on the Proposed Capital Budget, a Minor increase to the budgeted dollars. Facility projects for upgrades to chillers and generators; vehicle maintenance monitoring system and tire wear monitoring system were added. Technology increase for document management system and fine tuning of Safety and Security that resulted in a slight decrease. The majority of the vehicle funding is carry-over from FY20 due to COVID related delivery delays.

Motion to present FY2021 Proposed Capital Budget to LYNX Oversight Committee was made by Tim Jecks, Second by Michelle McCrimmon. Motion passed unanimously.

#### 8. Other Business

No other business was discussed.

#### 9. Adjourned

The meeting adjourned at 3:08 p.m.

#### Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Norman Hickling

**Director Of Mobility Services** 

Norman Hickling (Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Recommendation to Release a Request for Proposal (RFP) for Paratransit

and NeighborLink Services

Date: 9/17/2020

#### **ACTION REQUESTED:**

LYNX staff is requesting the Finance & Audit Committee's recommendation to move forward to the Oversight Committee the release of a Request for Proposal (RFP) for Paratransit and NeighborLink services.

#### **BACKGROUND:**

For the better part of the past two decades, MV Transportation, Inc. has been the primary provider of paratransit services for Access LYNX. Their services grew with the implementation of the NeighborLink service beginning with route 601 in Poinciana in the 2007 time frame.

In September 2016, using the Architectural and Engineering Services Contract (#16-C06), LYNX issued a Task Order to the Jacobs Engineering Firm to assist in developing a Mobility Manager Broker Framework including; Developing a Concept of Operations, Defining Roles and Responsibilities of LYNX and the New Operations Contractor under the Mobility Management Operating Concept.

In October 2016, LYNX modified the Task Order to authorize a Phase 2 work effort that included continuing defining the Mobility Manager Framework Structure and Service Concept. Phase 2 also allowed continued development of Roles and Responsibilities of LYNX staff and New Operations Contractor, as well as Procurement Support for Paratransit and NeighborLink Operations Contractor.

In January 2017, LYNX began the process of transitioning the delivery of its ACCESS LYNX services to a Mobility Management Operational Model. At the time, the objective was to provide more responsive services to all customers while mitigating the operational inefficiencies.

Through the LYNX Mobility Management Model, LYNX staff booked customers' trips on the appropriate service type; including the brokering of trips to Transportation Networks Companies (TNCs), Taxi Companies, or other Transportation Providers.

The Mobility Management Model went into effect in December 2017 and continues to date. The lessons learned in the nearly three years of operations under the Mobility Management Model have provided the guiding principles for the development of the requested RFP.

The Scope of Work in the RFP has been developed by Mobility Services Staff with technical assistance from a cross-functional team, which has included: Planning, Information Technology, Safety and Security, Finance, Procurement, etc. Additionally, best practices, program goals, input from paratransit customers and advocates, among other information will be considered and used to increase program and cost efficiencies. Staff intends to award one contract for both Paratransit and NeighborLink services to one vendor.

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

A DBE participation goal of 9% is accessed for this procurement. LYNX's procurement policy requires the proposer to submit documented good faith efforts to subcontract portions of their work for material, supplies and services to Small and Disadvantaged Business Enterprise (DBE) Firms.

### **FISCAL IMPACT:**

The FY2021 Preliminary Operating Budget includes \$29,291,515 for Paratransit Purchased Transportation Services and \$2,046,180 for NeighborLink Purchased Transportation Services.

#### Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

From: Norman Hickling

**Director Of Mobility Services** 

Norman Hickling (Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Recommendation to Exercise the Second 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

Date: 9/17/2020

#### **ACTION REQUESTED:**

LYNX staff is requesting the Finance & Audit Committee's recommendation to move forward to the Oversight Committee the second option year of Contract #18-C130 & #18-C128 with City Cab Company of Orlando, LLC d/b/a Mears & UZURV Holdings, Inc. for purchased transportation services provided by Taxi and Transportation Network Company (TNC) suppliers.

#### **BACKGROUND:**

On February 1, 2018, the Board of Directors authorized LYNX staff to release a Request for Proposal (RFP) for the purchase of alternate transit providers for ACCESS LYNX. The RFP was released on March 15, 2018. Seven (7) suppliers submitted proposals. This action was taken to meet the significantly increasing demands for mobility services above our primary contractor's, MV Transportation, allocation of 37,000 monthly trips.

On May 24, 2018, the Board of Directors authorized contracts to provide alternative transportation services on behalf of LYNX Mobility Services. However, to ensure effective program management, regulatory compliance, and contractual oversight, only OWL, Inc., City Cab Company of Orlando, LLC dba Mears, and UZURV Holdings, Inc., are currently being utilized for purchased Taxi and TNC services.

On June 27, 2019, the Board of Directors authorized an extension of the first year of the contracts to September 30, 2019 to align with the agency fiscal year end. Additionally, the Board of Directors provided contract authorization not-to-exceed \$7,900,000 to support funding of

TAXI/TNC transportation services throughout the remainder of the FY2019 ending September 30, 2019.

On September 30, 2019, the Board of Directors authorized the first year extension of the contract and allocation of \$8,311,500 for purchase of transportation services provided by Taxi and Transportation Network (TNC) for Mobility Services through the end of FY2020. This authorization would authorize the second extension year of the contract and allocation of funds for the purchase of transportation services through the end of FY2021.

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

No DBE participation goal is applicable for this activity.

#### **FISCAL IMPACT:**

The FY2021 Proposed Operating Budget includes \$3,555,228 for Taxi and TNC Services.

#### Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann

Director Of Finance
Warren Hersh

(Technical Contact)

**Edward Velez** 

(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Recommendation to Authorize the Auction of Surplus Capital Items and

**Obsolete Parts** 

Date: 9/17/2020

#### **ACTION REQUESTED:**

LYNX staff is requesting the Finance & Audit Committee's recommendation to move forward to the Oversight Committee the authorization 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 October 2020. 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 and obsolete computer equipment, including desktop computers and monitors with a total net book value of \$0.

#### **Furniture, Fixtures and Equipment:**

Surplus and obsolete furniture, fixtures, equipment, and shop equipment with a total net book value of \$0.

#### **Support Vehicles**

One (1) support vehicles with a total net book value of \$0

### **Revenue Vehicles**

Twenty One (21) Revenue vehicles with a total net book value of \$0

### **Categorical Totals**

	Acquisition	Net Book
Category	Value	Value
Computer Equipment	\$43,382	0
Furniture and Fixtures	\$3,390	0
Other Vehicles	\$22,426	0
Revenue Vehicles	\$2,627,578	0
GRAND TOTAL	\$2,696,776	\$ 0

### **Surplus Equipment**

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
17205	11877	2/28/2014	CE	70 INCH MONDO PAD COMPUTER DISPLAY	5	\$9,560	\$0	\$0
17203	11875	2/28/2014	CE	55 INCH MONDO PAD COMPUTER DISPLAY	5	\$5,630	\$0	\$0
17204	11874	2/28/2014	CE	55 INCH MONDO PAD COMPUTER DISPLAY	5	\$5,630	\$0	\$0
18462	12836	2/19/2015	CE	DELL OPTIPLEX	5	\$1,768	\$0	\$0
16951	11719	11/30/2013	CE	DELL 9020 COMPUTER	5	\$1,610	\$0	\$0
16955	11728	11/30/2013	CE	DELL 9020 COMPUTER	5	\$1,610	\$0	\$0
17299	11982	3/31/2014	CE	DELL MOPTIPLEX 9020	5	\$1,598	\$0	\$0
17303	11986	3/31/2014	CE	DELL OPTIPLEX 9020	5	\$1,598	\$0	\$0
17306	11989	3/31/2014	CE	DELL OPTIPLEX 9020	5	\$1,598	\$0	\$0
18189	12666	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
18191	12668	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
18194	12671	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
18199	12676	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
18203	12680	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
18204	12681	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
18206	12683	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	\$0	\$0
16321	11174	12/31/2012	CE	DELL DESKTOP COMPUTER	5	\$903	\$0	\$0
16322	11175	12/31/2012	CE	DELL DESKTOP COMPUTER	5	\$903	\$0	\$0
				CE SUBTOTAL		\$43,382		
14581	10404	6/1/2012	FE	Integration Cabeling ARBOC 101-211	5	\$565	\$0	\$0
14582	10405	6/1/2012	FE	Integration Cabeling ARBOC 102-211	5	\$565	\$0	\$0
14583	10406	6/1/2012	FE	Integration Cabeling ARBOC 103-211	5	\$565	\$0	\$0
14584	10407	6/1/2012	FE	Integration Cabeling ARBOC 104-211	5	\$565	\$0	\$0
14585	10408	6/1/2012	FE	Integration Cabeling ARBOC 105-211	5	\$565	\$0	\$0
14586	10409	6/1/2012	FE	Integration Cabeling ARBOC 106-211	5	\$565	\$0	\$0
				Subtotal FE		\$3,390		

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	Due to FTA
13446	156	9/13/2010	OV	Dodge Charger	5	\$22,426	\$0	\$0
				Subtotal OV		\$22,426		
14517	119-211	5/10/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14518	120-211	5/10/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14519	121-211	5/10/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14520	122-211	5/10/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14539	101-211	6/11/2012	RV	Arboc Turtle Top Bus - Fixed Route	4	\$130,763	\$0	\$0
14540	102-211	6/11/2012	RV	Arboc Turtle Top Bus - Fixed Route	4	\$130,763	\$0	\$0
14541	104-211	6/11/2012	RV	Arboc Turtle Top Bus - Fixed Route	4	\$130,763	\$0	\$0
14542	105-211	6/11/2012	RV	Arboc Turtle Top Bus - Fixed Route	4	\$130,763	\$0	\$0
14543	106-211	6/11/2012	RV	Arboc Turtle Top Bus - Fixed Route	4	\$130,763	\$0	\$0
14544	125-211	6/11/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14545	127-211	6/11/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14546	128-211	6/11/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14547	131-211	6/11/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14548	129-211	6/11/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14534	123-211	6/12/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14535	130-211	6/12/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14536	124-211	6/12/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14537	126-211	6/12/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	\$0	\$0
14533	103-211	6/12/2012	RV	Arboc Turtle Top Bus - Fixed Route	4	\$129,798	\$0	\$0
16809	130784	9/30/2013	RV	TURTLE TOP ODYSSEY PARATRANSIT BUS	5	\$72,023	\$0	\$0
16932	131392	12/31/2013	RV	TURTLE TOP ODYSSEY PARATRANSIT BUS	5	\$72,023	\$0	\$0
				Subtotal FE		\$2,627,578		
				Grand Total		\$2,696,776		

#### **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 FY2021.

#### Action Agenda Item #6.A.

To: LYNX Finance & Audit Committee

From: Albert Francis

Chief Financial Officer Leonard Antmann (Technical Contact)

Phone: 407.841.2279 ext: 6058

**Item Name:** Recommendation to Enter into the FY2021 Service Funding Agreements

with the Regional Funding Partners

Date: 9/17/2020

#### **ACTION REQUESTED:**

LYNX staff is requesting the Finance & Audit Committee's recommendation to move forward to the Oversight Committee the 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 2021 Budget.

#### **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).

The funding partner agreement for FY2021 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 2021 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.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an addendum to the funding agreement. This will allow the Chief Executive Officer or designee to enter into the funding agreements for FY2021 without further Board approval. Staff is requesting the Board of Director's authorization to negotiate changes to FY2021 Funding Agreements, through addendums, for particular or unique requirements by the various funding partners.

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

No DBE participation goal is applicable for this activity.

#### **FISCAL IMPACT:**

Please reference the following **Exhibit "C"**, which is included in each of the Regional Funding Partners' Agreements.

### **EXHIBIT C:**

FY2	LYNX 021 Local Funding	g Partners		
	FY2021 Funding Model	Additional Capital	8	
<b>Operating Funding</b>				
Orange County	\$ 53,758,012		\$	53,758,012
Osceola County	9,196,097	-		9,196,097
<b>Seminole County</b>	8,468,010			8,468,010
Subtotal	\$ 71,422,119		\$	71,422,119
City of Orlando*	\$ 4,003,006	\$ 850,000	\$	4,853,006
City of Orlando - LYMMO	2,422,984	-		2,422,984
FDOT (SunRail Feeder Route)	1,800,000	-		1,800,000
Reedy Creek	370,325	-		370,325
Altamonte Springs	120,900	-		120,900
City of Sanford	93,000			93,000
Subtotal	\$ 8,810,215	\$ -	\$	2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	_\$	81,082,334
Capital Contributions				
<b>Orange County</b>	\$ 1,806,724	\$ -		1,806,724
Osceola County	253,172	-		253,172
<b>Seminole County</b>	218,352			218,352
Subtotal	\$ 2,278,248	<b>\$</b> -	<b>\$</b>	2,278,248

**Total Local Funds** 

\$ 82,510,582

\$ 850,000

83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

### Service Funding Agreement by and between Orange County, Florida and

### **Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT ("<u>Agreement</u>") 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 "<u>Funding Partner</u>"), 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, <u>inter alia</u>, 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 12, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 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, 2020; and
- **WHEREAS,** the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") 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. <u>**Definitions**</u>. The following capitalized terms shall have the following meetings:
- "<u>Access LYNX</u>" 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.
- "<u>Deadhead Hours</u>" 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).
- "<u>Deadhead Miles</u>" 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).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" 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.

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" 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, 2021 and ending the following September 30, 2022.
- "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.

"<u>Service Area</u>" means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in <u>Exhibit "A"</u> attached hereto.

#### 3. <u>Funding Partner Obligations.</u>

#### (a) <u>Current Fiscal Year</u>.

- (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, 2020 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) <u>Next Fiscal Year</u>. 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 "<u>Post-Termination Payment</u>") 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) <u>Service</u>. 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) <u>Quarterly Reporting</u>. 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"** is a schedule listing:
  - (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) <u>Additional Reporting</u>. 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. <u>Independent Contractor</u>. 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. <u>Amendments</u>. 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.**

- If LYNX or the Funding Partner (the For Cause. (a) "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) <u>For Convenience</u>. 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. <u>Audit</u>. 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. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, 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. <u>Compliance with FTA/FDOT Requirements</u>. 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. <u>Litigation and Venue</u>. 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. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Governing Law.</u> 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. <u>Construction</u>. 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. <u>Notices.</u> 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: Ajit Lalchandani, 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, Director of Finance

With a copy to: Akerman LLP

420 South Orange Avenue, Suite 1200

Orlando, Florida 32801

Attn: Patrick T. Christiansen, Esq.

- 19. <u>Binding Agreement</u>. This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date</u>. The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. 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. <u>Addendum</u>. 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 Demings, County Mayor
For the use and reliance of Orange County	
only. Approved as to form and legal sufficiency.	Date:
County Attorney	

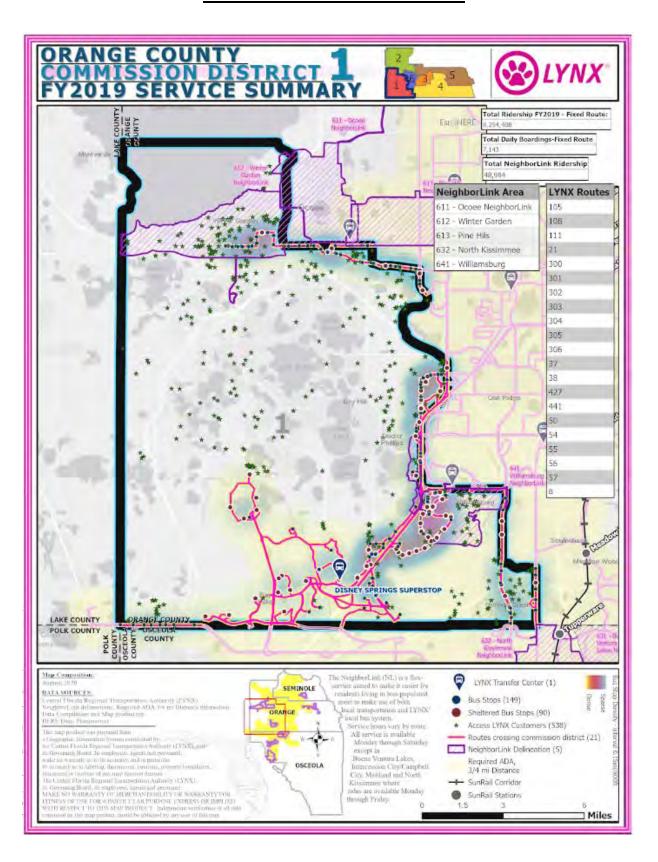
### SIGNATURE PAGE FOR LYNX

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

	By:
	James E. Harrison, Esq., P.E.
This Agreement is approved as to form for	Chief Executive Officer
reliance only by LYNX and for no other	
person and for no other purpose.	Date:
AKERMAN LLP, Counsel for LYNX	
By:	
Name	
Title:	

#### Exhibit "A"

#### **DESCRIPTION OF SERVICE AREA**

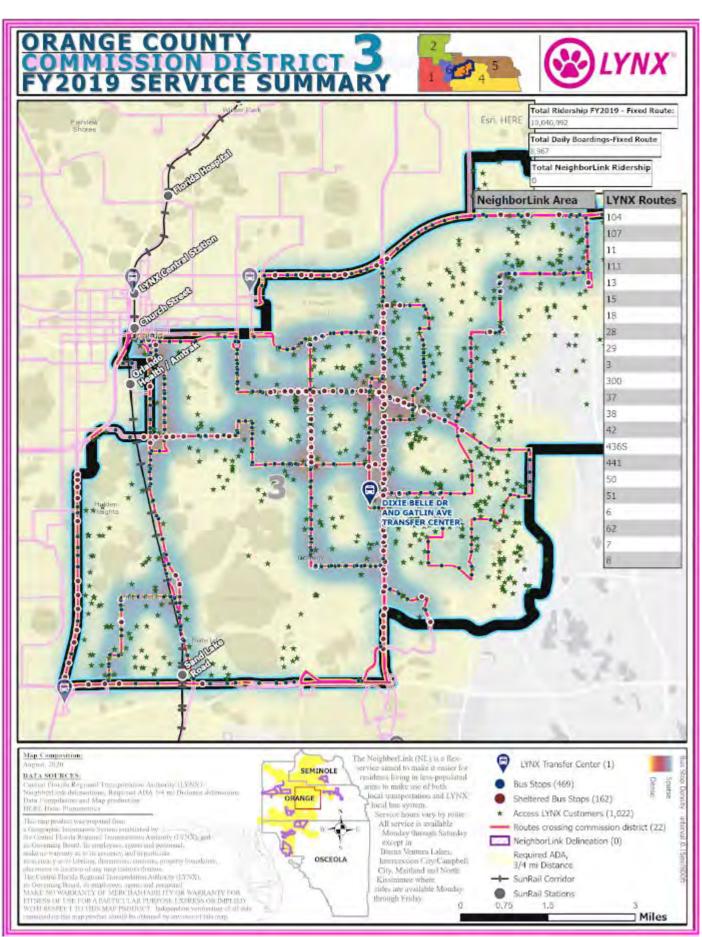


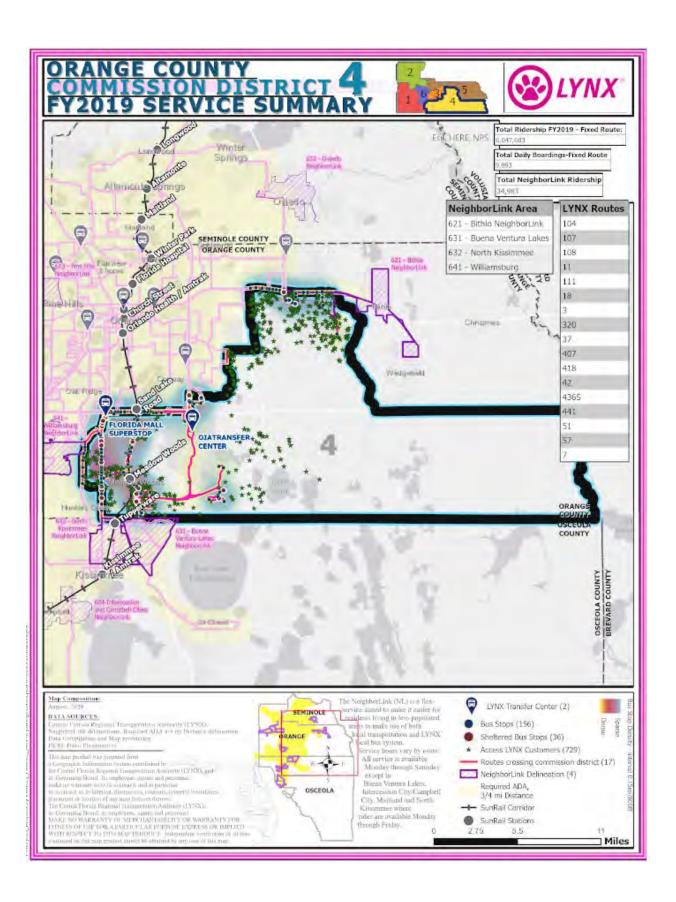
#### ORANGE COUNTY 2 2 COMMISSION DISTRICT 2 FY2019 SERVICE SUMMARY Total Ridership FY2019 - Fixed Route: in Dero EST, HERE, NPS 406.001 M. Plymach Total Daily Boardings-Fixed Route Total NeighborLink Ridership NeighborLink Area LYNX Routes 611 - Ocoee NeighborLink 612 - Winter Garden 105 106 613 - Pine Hils 175 23 25 301 302 405 436N 443 48 49 SUPERSTOR 54 SEMINOLE COUNTY **ORANGE COUNTY** INE HILL TRANSFER CENTER No obligation Links SUPERSTOP Ortowell Map Composition The NeighborLink (NL) is a flex-LYNX Transfer Center (4) service aimed to make it entier for SEMINOLE DATA SOURCES: esidenti living in less-populated areas to make use of both A SOUNCES AND THE PROPERTY OF A STATE OF THE PROPERTY OF THE Bus Stops (437) Incal temsportation and LYNX GRANGE Sheltered Bus Stops (61) local bus system. Service hours vary by route. 6 \* Access LYNX Customers (1,067) law teap produce to an promised from All service is available Monday through Sanuday no map position was experient areas one explain information System established by Leithal Flowide Reported Transferacion doctors by 17 \$1485, 160 Transming Board. In graphing — 1984, our positionals, ske no correctly as a to accounty and in positional Routes crossing commission district (16) except in NeighborLink Delineation (3) Buena Ventura Lakes, Required ADA, OSCEOLA listercesson City Campbell City, Manland and North o carry our catedrag, dimension, contrars, property roundation, 3/4 mi Distance Reputed to the tree of all may may be the tree. The County Florida Regional Transportation Audiorry (1978X). - SunRail Corridor Kissimmoe where ndes me available Monday E Governing Book is employees, quant indipendental MAKE NETWORKSANTY OF SORKCHANDAME, ITTY OR WARKSANTY FOR THINESSEE USE FOR A (SAFTUT LAR PURPOSE EXCRESS LISE DAMPOUT WITH SOURCE TO CAUTA MAY PRODUCE To Independent with indipendent and in without or the unipendent model to although by any over a true and SunRail Stations through Fenley

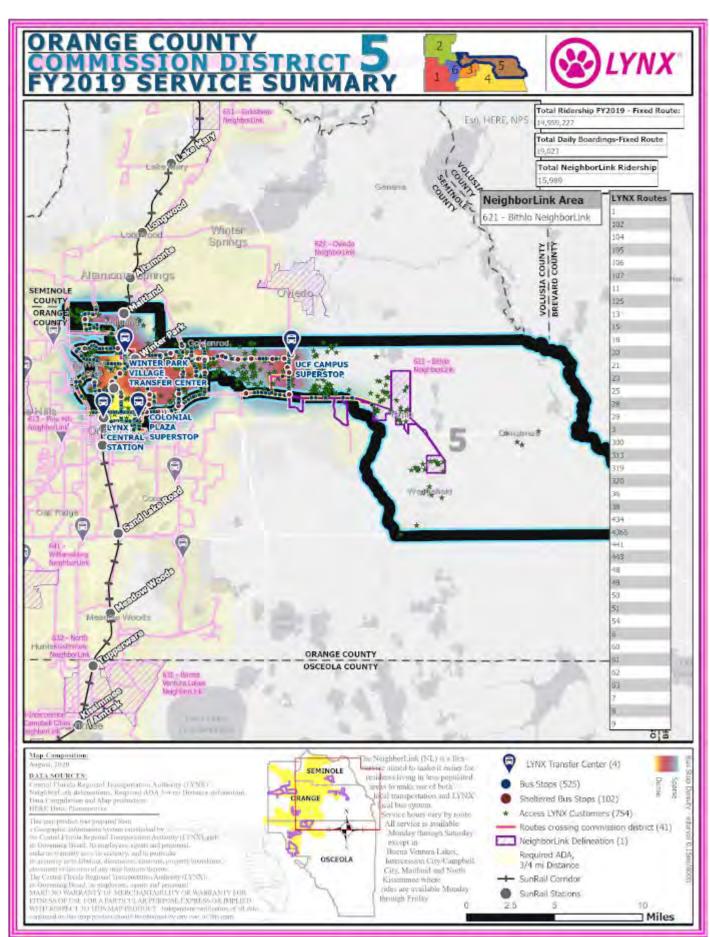
1.25

2.5

Miles







#### ORANGE COUNTY COMMISSION DISTRICT 6 FY2019 SERVICE SUMMARY Total Ridership FY2019 - Fixed Route: ESH, HERE, NPS Nughborlini Total Daily Boardings-Fixed Route Fairview Shores Total NeighborLink Ridership LYNX Routes 612 - Writer NeighborLink Area 105 613 - Pine Hils 106 641 - Williamsburg 107 100 121 125 18 24 25 300 401 302 303 304 305 319 leights 36 418 42 Pine Cas Bay Hill 451 443 Doctor Phillips 58 60 DESTINATION PARKWAY SUPERSTOP Slap Composition: The NeighborLink (NL) is a flex-LYNX Transfer Center (2) service aimed to make it easier to SEMINOLE BATA SOURCES: resident living in less-populated Sparse mail Floreta Regional Transportation Authority (EVNN) (abbit) of definishing Regional AUA 5th no Districts of Installation and Map graduation Bus Stops (759) arers to make use of both eed transportation and LYNX! ORANGE. Sheltered Bus Stops (307) local bus system. Access LYNX Customers (1,344) Service hours vary by nonte. All service is available The man product was recount from a map product was preputed associated and the comments System producted and the County Co. V.N.Y. and County Co. V.N.Y. and County Board. In our physics, 40001, and personnel. Routes crossing commission district (38) Monday through Saturday NeighborLink Delineation (2) except in Buens Ventum Lakes, udže no v anady ši. lie na nazime (), and in pomenije ik armievy in se libeling dimensiona, comment, mosere boundanes, diagrament se landing of any magnetismo strumos. The Control Physica Regimen University and Ambridy (CVNX). Required ADA, OSCEOLA Insercession City/Compbell City, Mariland and North 3/4 mi Distance - SunRail Corridor THE COMMATTER AND REQUEST THAT POPULATION AND THE STATE OF THE STATE O tides are available Monday SunRail Stations through Friday 1 Miles

# **Orange County Transit Service Costs**

### **Exhibit B**

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

FY2021 Billing Schedule

October-20	\$4,630,395
November-20	\$4,630,395
December-20	\$4,630,395
January-21	\$4,630,395
February-21	\$4,630,395
March-21	\$4,630,395
April-21	\$4,630,395
May-21	\$4,630,395
June-21	\$4,630,395
July-21	\$4,630,395
August-21	\$4,630,395
September-21	\$4,630,391

Annual Funding Request from County \$55,564,736

## Exhibit "C"

## **FUNDING MODEL INFORMATION**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
<b>Operating Funding</b>			
Orange County Osceola County Seminole County	\$ 53,758,012 9,196,097 8,468,010	-	\$ 53,758,012 9,196,097 8,468,010
Subtotal	\$ 71,422,119	<u> </u>	\$ 71,422,119
City of Orlando* City of Orlando - LYMMO FDOT (SunRail Feeder Route) Reedy Creek Altamonte Springs City of Sanford Subtotal	\$ 4,003,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 8,810,215	\$ 850,000 - - - - - - - - -	\$ 4,853,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334
Capital Contributions			
Orange County	\$ 1,806,724	\$ -	1,806,724
Osceola County	253,172	-	253,172
Seminole County	218,352		218,352
Subtotal	\$ 2,278,248	\$ -	\$ 2,278,248
<b>Total Local Funds</b>	\$ 82,510,582	\$ 850,000	\$ 83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

### Service Funding Agreement by and between Osceola County, Florida and

#### **Central Florida Regional Transportation Authority**

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 7, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 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, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") 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. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "<u>Access LYNX</u>" 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.
- "<u>Appropriated Amount</u>" 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
- "<u>Deadhead Hours</u>" 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).
- "<u>Deadhead Miles</u>" 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).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" 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.

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" 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, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" 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.
- "<u>Revenue Service</u>" 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, 2020 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) <u>Next Fiscal Year</u>. 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 "<u>Post-Termination Payment</u>") 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.
- 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. <u>LYNX Obligations</u>.

- (a) <u>Service</u>. 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) <u>Quarterly Reporting</u>. 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"** is a schedule listing:
  - (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) <u>Additional Reporting</u>. 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. <u>Independent Contractor</u>. 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. <u>Amendments</u>. 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. <u>Termination of Agreement.</u>

- If LYNX or the Funding Partner (the (a) For Cause. "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) <u>For Convenience</u>. 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. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, 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. <u>Compliance with FTA/FDOT Requirements</u>. 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. <u>Litigation and Venue</u>. 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. <u>Waiver</u>. 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. <u>Governing Law.</u> 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. <u>Construction</u>. 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. <u>Notices</u>. 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, Director of Finance

With a copy to: Akerman LLP

420 South Orange Avenue, Suite 1200

Orlando, Florida 32801

Attn: Patrick T. Christiansen, Esq.

- 19. **<u>Binding Agreement.</u>** 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, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. 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. <u>Addendum</u>. 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 OSCEOLA COUNTY, FLORIDA		
By:	,		
Clerk to the Board of County	By:		
Commissioners	Chair/Vice Chair		
For the use and reliance of Osceola	Date:		
County only. Approved as to form and			
legal sufficiency.			
County Attorney			

## **SIGNATURE PAGE FOR LYNX**

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

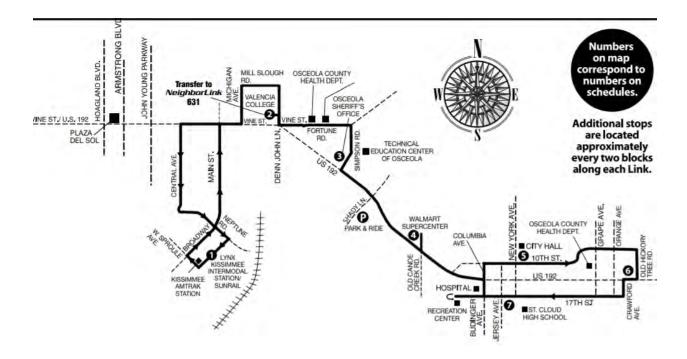
	By:
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.	James E. Harrison, Esq., P.E. Chief Executive Officer  Date:
AKERMAN LLP, Counsel for LYNX	
By:Name	
Title	

#### 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.



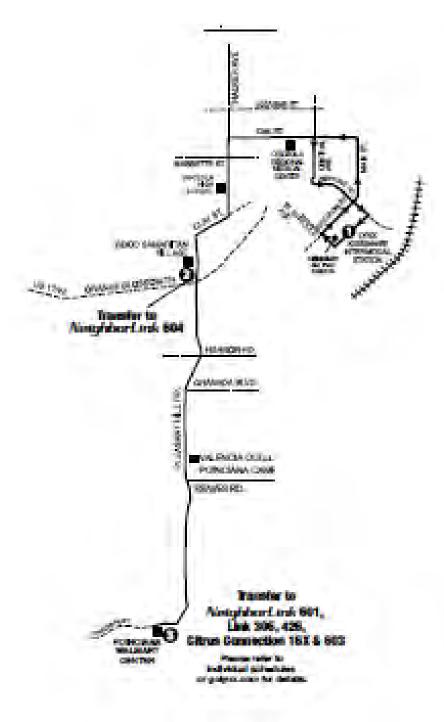
# Link 18 S. Orange Ave. /Kissimmee

**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



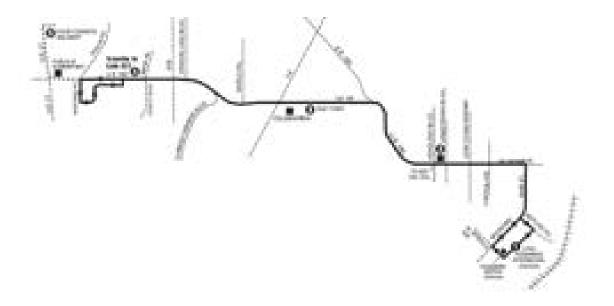
# Link 26 Pleasant Hill Road/Poinciana

**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



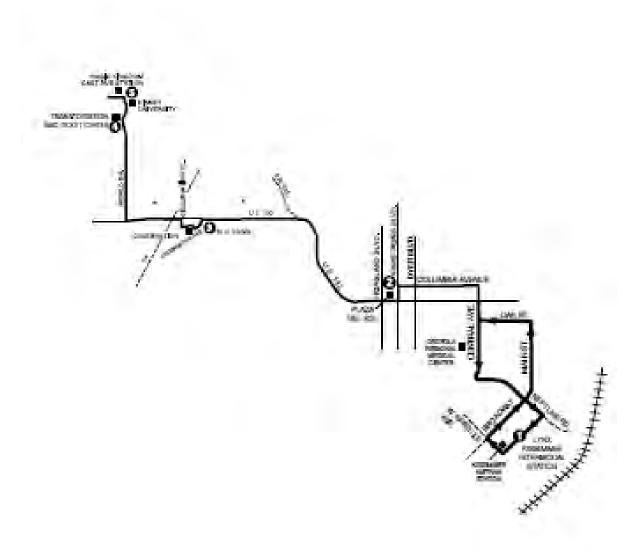
# Link 55 W. US 192/Crosstown

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



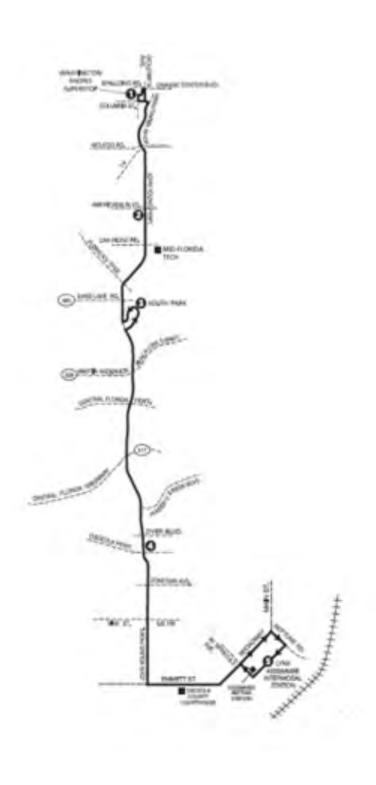
# Link 56 W. US 192/ Magic Kingdom

**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, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station/SunRail



## Link 155

### The Loop/Buena Ventura Lakes/Osceola Parkway

Monday–Friday No Saturday-Sunday/Holiday service

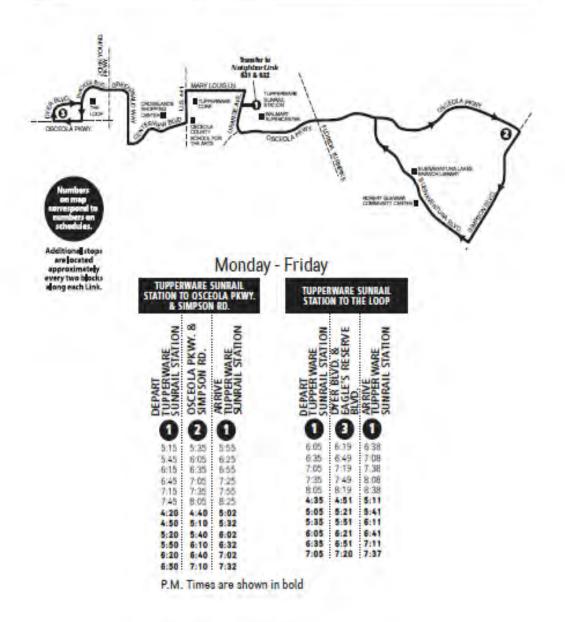
#### SERVING:

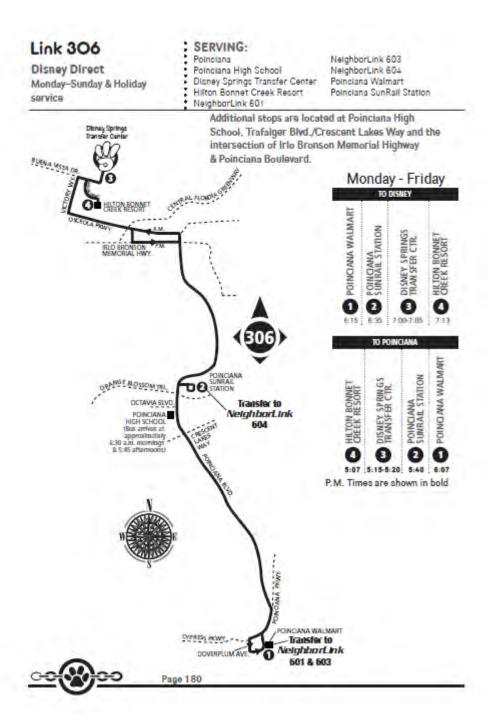
Crosslands Shopping Center Osceola County School for the Arts Walmart Supercenter (Osceola

Pkwy.) The Loop

Tupperware Headquarters

Buenaventura Lakes Branch Library Tupperware SunRail Station Robert Guevara Community Center NeighborLink 631 NeighborLink 632

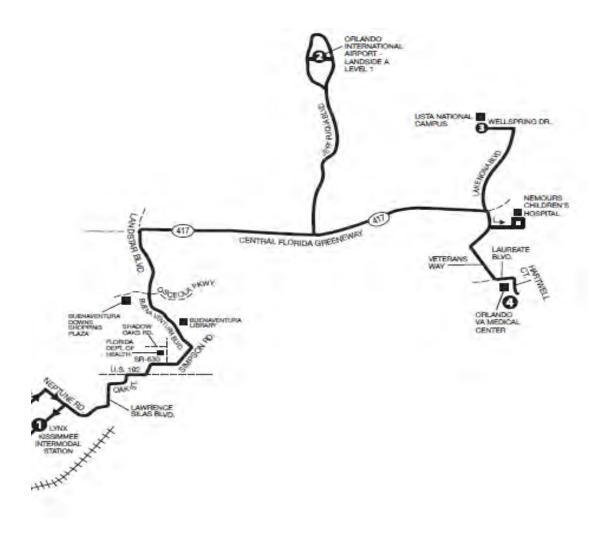




Link

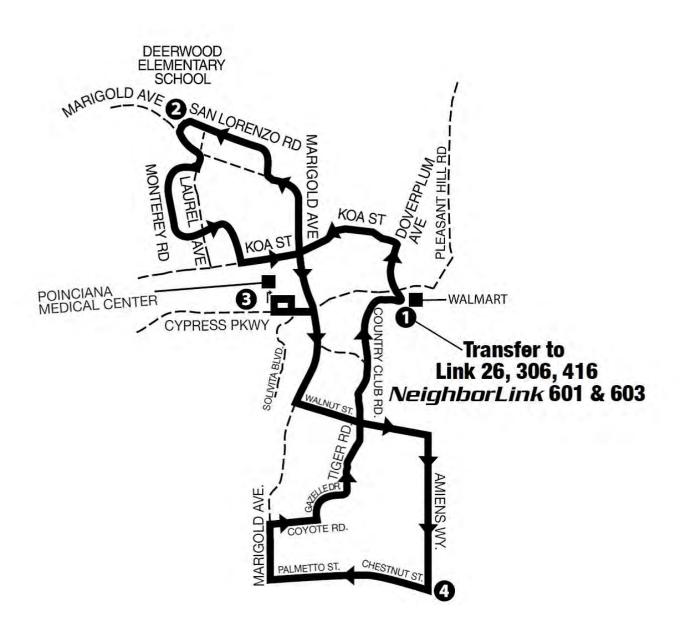
# $FastLink\ 407\ Kissimmee/Medical\ City/Orlando\ International\ Airport$

**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



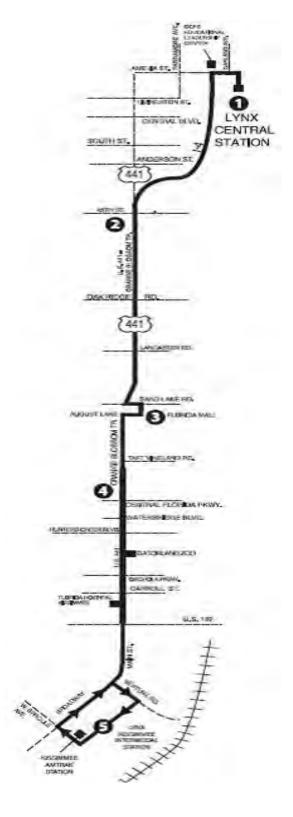
# 426 Poinciana Circulator

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



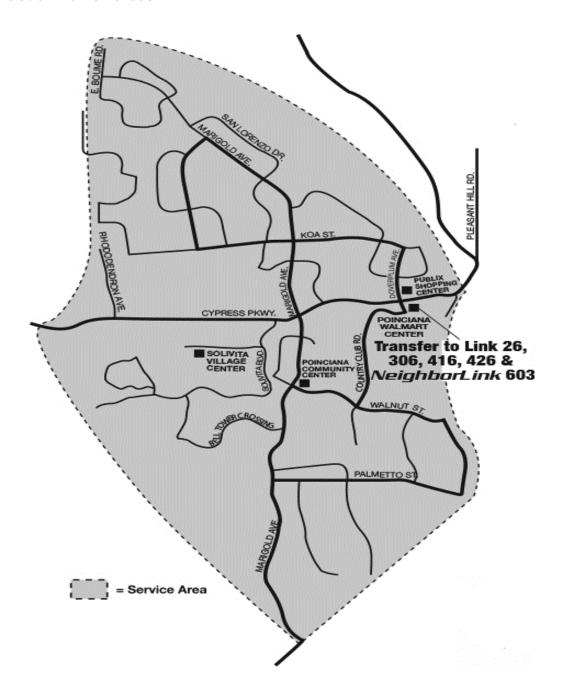
# FastLink 441 Kissimmee/Orlando

**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



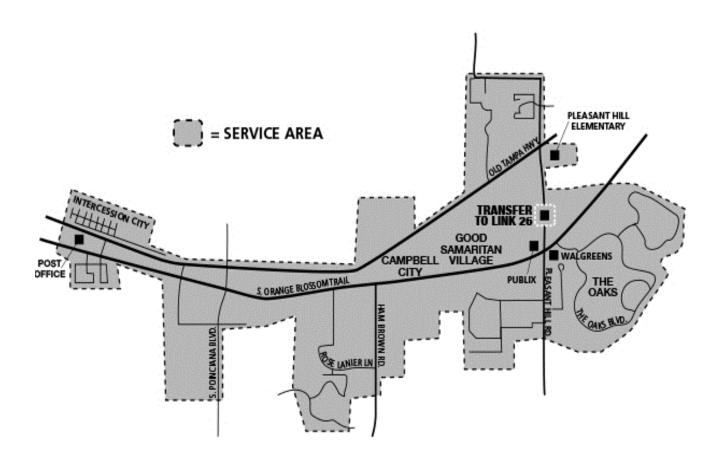
# NeighborLink 601 Poinciana

**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



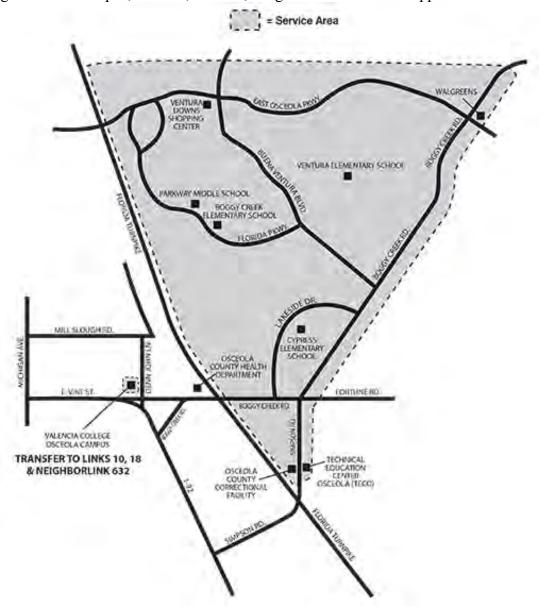
# NeighborLink 604 Intercession City/Campbell City

**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



# 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



# **Ocseola County Transit Service Costs**

#### Exhibit B

## 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

## NeighborLink Operating Costs Amount

NL 601	\$176,681
NL 604	\$114,469
NL 631	\$170,235
NL 632	\$163,387
LYNX Stabilization Fund	(\$171,865)

\$452,907

#### ParaTransit Operating Costs 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 Capital Funding Cost 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 \$787,439 January-20 \$787,439 February-20 March-20 \$787,439 \$787,439 April-20

Annual Funding Request from County \$9,449,269

May-20

June-20 July-20

August-20

September-20

\$787,439

\$787,439

\$787,439

\$787,439

\$787,440

# Exhibit "C"

## **FUNDING MODEL INFORMATION**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
<b>Operating Funding</b>			
Orange County Osceola County Seminole County Subtotal	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119	- - -	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119
City of Orlando* City of Orlando - LYMMO FDOT (SunRail Feeder Route) Reedy Creek Altamonte Springs City of Sanford Subtotal	\$ 4,003,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 8,810,215	\$ 850,000 - - - - - - - - -	\$ 4,853,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334
<b>Capital Contributions</b>			
Orange County Osceola County Seminole County Subtotal	\$ 1,806,724 253,172 218,352 \$ 2,278,248	\$ - - - - \$ -	1,806,724 253,172 218,352 \$ 2,278,248
<b>Total Local Funds</b>	\$ 82,510,582	\$ 850,000	\$ 83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

### Service Funding Agreement by and between Seminole County, Florida and

#### **Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT ("<u>Agreement</u>") 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 "<u>Funding Partner</u>"), 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 "<u>LYNX</u>").

#### **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 12, 2019 (the "Prior Fiscal Year Funding Agreement") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 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, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") 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. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "<u>Access LYNX</u>" 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.
- "<u>Appropriated Amount</u>" 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, 2019 and ending on September 30, 2020.
- "<u>Deadhead Hours</u>" 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).
- "<u>Deadhead Miles</u>" 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).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" 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.

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" 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, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" 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, 2020 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) <u>Next Fiscal Year</u>. 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 "<u>Post-Termination Payment</u>") 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
- (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. <u>LYNX Obligations</u>.

- (a) <u>Service</u>. 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) <u>Quarterly Reporting</u>. 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"** is a schedule listing:
  - (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) <u>Additional Reporting</u>. 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. <u>Independent Contractor</u>. 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. <u>Amendments</u>. 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) <u>For Cause</u>. If LYNX or the Funding Partner (the "<u>Breaching Party</u>") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "<u>Non-Breaching Party</u>") 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) <u>For Convenience</u>. 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. <u>Audit</u>. 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. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, 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. 1<sup>st</sup> 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. <u>Compliance with FTA/FDOT Requirements</u>. 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. <u>Litigation and Venue</u>. 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. <u>Waiver</u>. 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. <u>Governing Law.</u> 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. <u>Construction</u>. 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. <u>Notices</u>. 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, Director of Finance

With a copy to: Akerman LLP

420 South Orange Avenue, Suite 1200

Orlando, Florida 32801

Attn: Patrick T. Christiansen, Esq.

- 19. **<u>Binding Agreement.</u>** This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date.</u> The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. 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. <u>Entirety of the Agreement.</u> 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. <u>Addendum</u>. 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 SEMINOLE COUNTY, FLORIDA	
By:		
Clerk to the Board of County	By:	
Commissioners	Brenda Carey, Chairwoman	
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	Date:	
County Attorney		

## **SIGNATURE PAGE FOR LYNX**

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

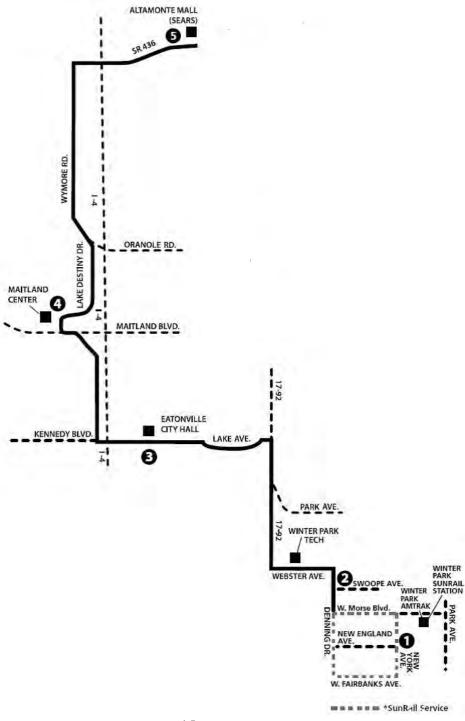
	By:
This Assessment is assessed as to form for	James E. Harrison, Esq., P.E.
This Agreement is approved as to form for reliance only by LYNX and for no other	Chief Executive Officer
person and for no other purpose.	Date:
AKERMAN LLP,	
Counsel for LYNX	
By:	
Name	
Title:	

### Exhibit "A"

#### **DESCRIPTION OF SERVICE AREA**

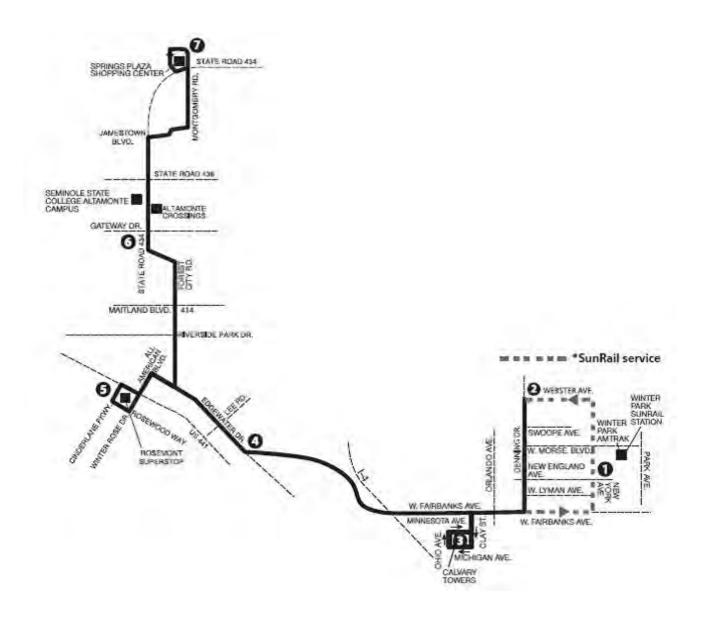
## LINK 1 Winter Park/Altamonte Springs

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



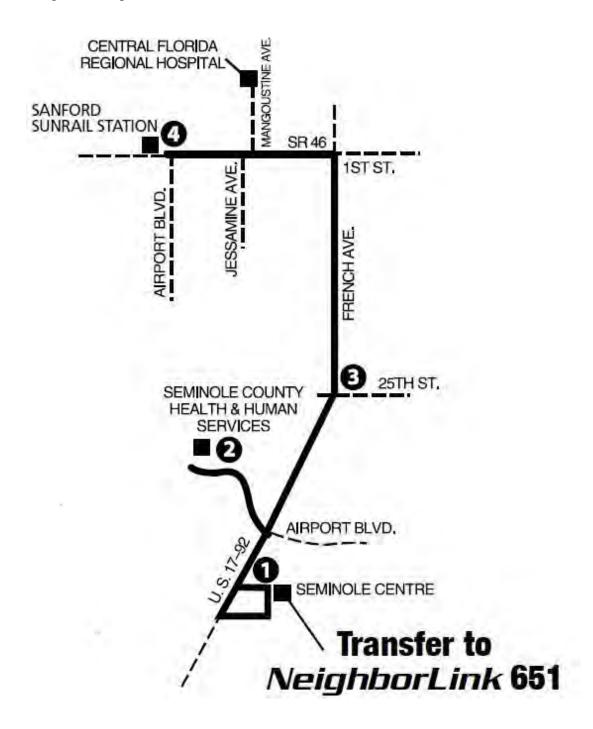
## LINK 23 Winter Park/Springs Plaza

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



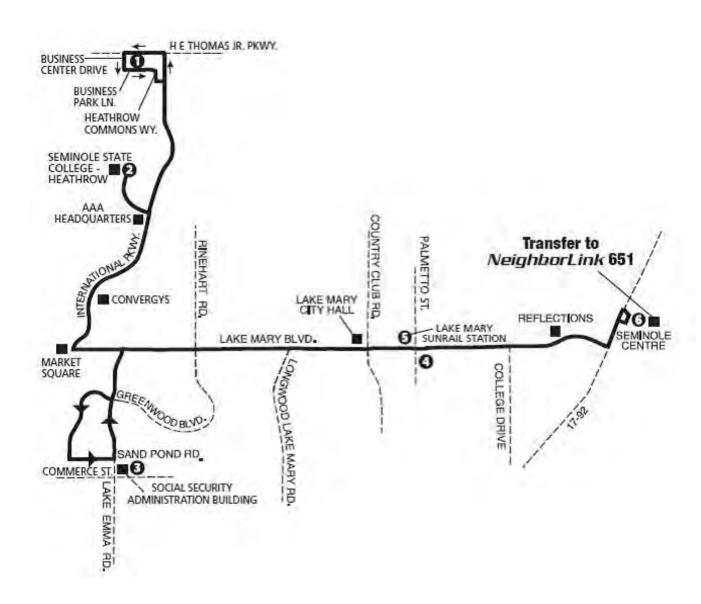
## LINK 34 Sanford

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



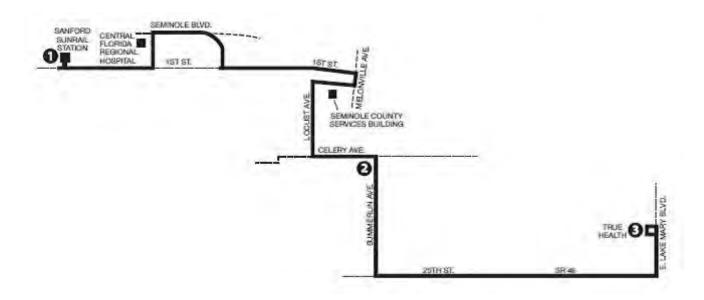
## LINK 45 Lake Mary

**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



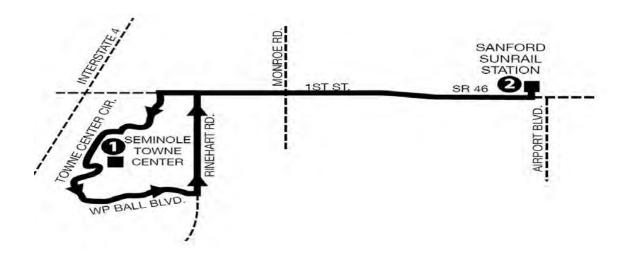
## LINK 46 East SR 46/Downtown Sanford

**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



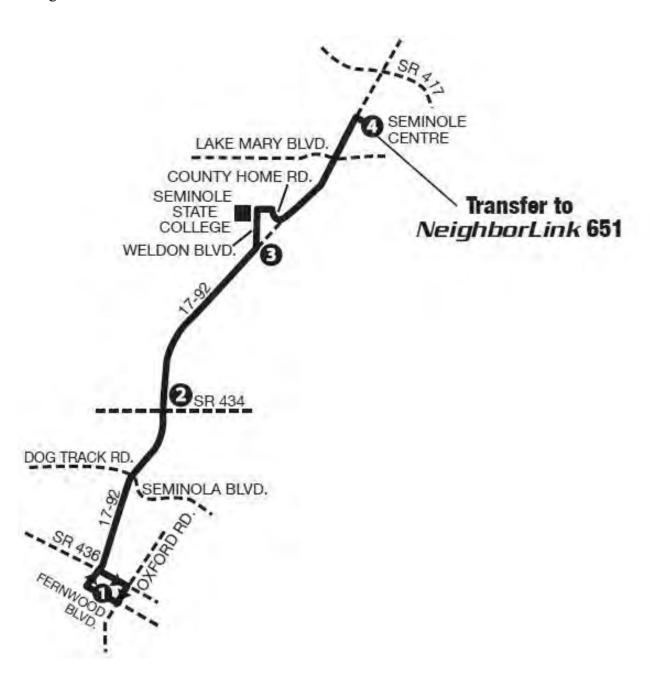
## LINK 102 Orange Avenue/ South 17-92

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



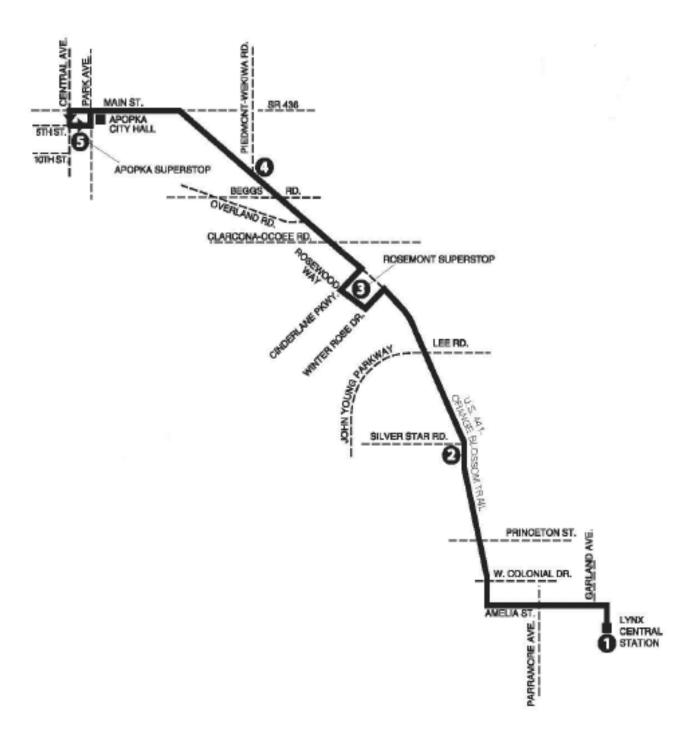
## LINK 103 North 17-92 Sanford

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



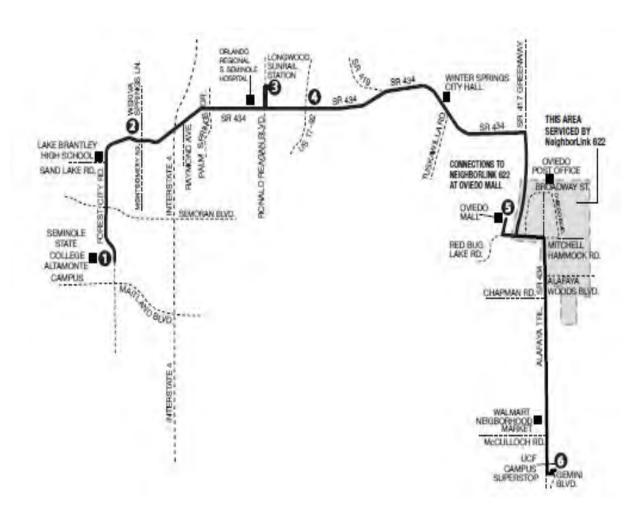
## LINK 106 N. US 441/Apopka

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



## Link 434 SR 434 Crosstown

**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



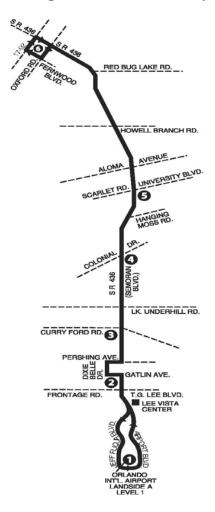
## Link 436N SR 436 Crosstown

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



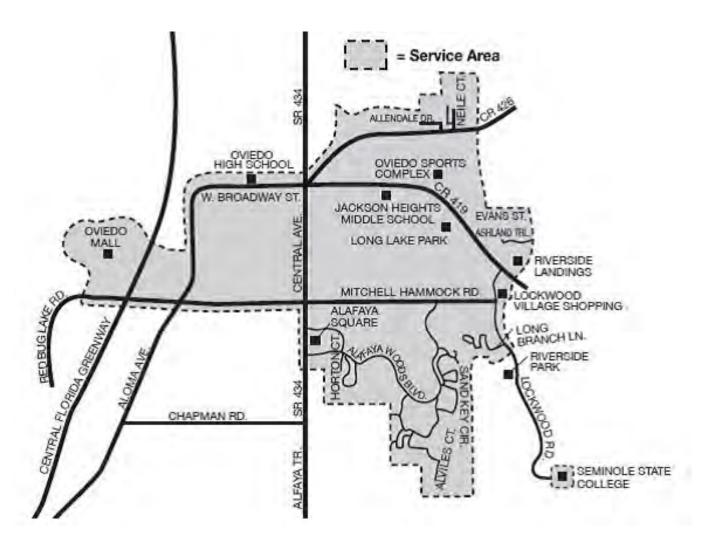
## Link 436S SR 436 Crosstown

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



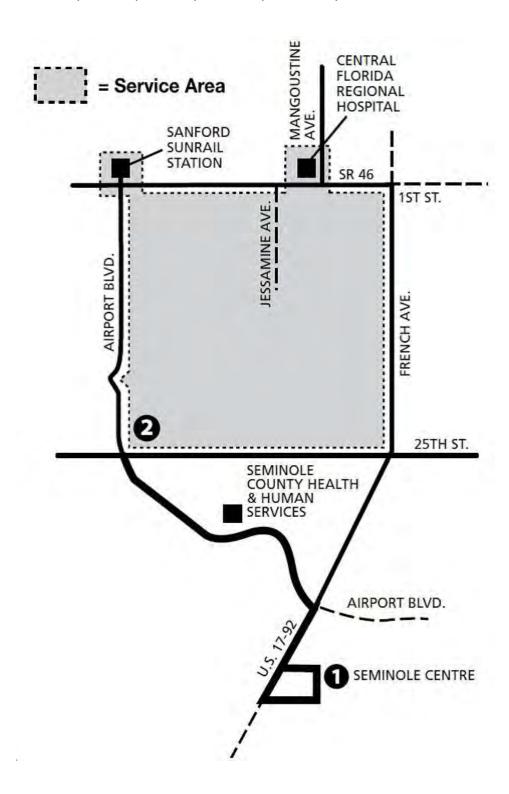
## NeighborLink 622 Oviedo

**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



## **Seminole County Transit Service Costs**

#### Exhibit B

## 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

Amount

#### Operating Cost Recoveries

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 Stabilzation Fund	(\$1,809,420)

(\$3,922,194)

#### **Net Fixed Route Cost**

NL 622

\$4,672,947

NeighborLi	nk Ope	rating	Costs
------------	--------	--------	-------

Amount		
\$180,215		
\$187,281		

NL 651	
LYNX Stabilzation Fund	

(\$106,203) **\$261,293** 

ParaTransit Operating Costs	Amount
Americans with Disabilities Actu (ADA) Funding	\$3,114,861
Transportation Disadvantaged (TD) Funding	\$1,219,860
LYNX Stabilzation Fund	(\$800,951)
	\$3,533,770
<b>Total Operating Costs</b>	\$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
	00 (0 ( 0 (

**Annual Funding Request from County** 

\$8,686,362

## Exhibit "C"

## **FUNDING MODEL INFORMATION**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
<b>Operating Funding</b>			
Orange County Osceola County Seminole County Subtotal	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119	- <u>\$</u> -	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119
City of Orlando* City of Orlando - LYMMO FDOT (SunRail Feeder Route) Reedy Creek Altamonte Springs City of Sanford Subtotal	\$ 4,003,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 8,810,215	\$ 850,000 - - - - - - - - -	\$ 4,853,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334
<b>Capital Contributions</b>			
Orange County Osceola County Seminole County Subtotal	\$ 1,806,724 253,172 218,352 \$ 2,278,248	\$ - - - - \$ -	1,806,724 253,172 218,352 \$ 2,278,248
<b>Total Local Funds</b>	\$ 82,510,582	\$ 850,000	\$ 83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

## LYNX Finance & Audit C@mmittee Agenda

Action Agenda Item #6.B.

To: LYNX Finance & Audit Committee

From: Albert Francis

Chief Financial Officer Leonard Antmann (Technical Contact)

Phone: 407.841.2279 ext: 6058

**Item Name:** Recommendation to Enter into the FY2021 Service Funding Agreements

with the Municipal Funding Partners

Date: 9/17/2020

#### **ACTION REQUESTED:**

LYNX staff is requesting the Finance & Audit Committee's recommendation to move forward to the Oversight Committee the funding agreements with the Municipal Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2021 Budget.

#### **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 C@mmittee Agenda

The funding partner agreement for FY2021 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 2021 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.

To the extent there are any changes to the funding agreements, LYNX staff will negotiate those changes through an addendum to the funding agreement. This will allow the Chief Executive Officer or designee to enter into the funding agreements for FY2021 without further Board approval. Staff is requesting the Board of Director's authorization to negotiate changes to FY2021 Funding Agreements, through addendums, for particular or unique requirements by the various funding partners.

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

No DBE participation goal is 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 C@mmittee Agenda

## **EXHIBIT C:**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model	Additional Capital		FY2021 Funding Agreement
<b>Operating Funding</b>				
Orange County	\$ 53,758,012		\$	53,758,012
Osceola County	9,196,097	-		9,196,097
<b>Seminole County</b>	8,468,010			8,468,010
Subtotal	\$ 71,422,119	-	\$	71,422,119
City of Orlando*	\$ 4,003,006	\$ 850,000	\$	4,853,006
City of Orlando - LYMMO	2,422,984	-		2,422,984
FDOT (SunRail Feeder Route)	1,800,000	-		1,800,000
Reedy Creek	370,325	-		370,325
Altamonte Springs	120,900	-		120,900
City of Sanford	93,000			93,000
Subtotal	\$ 8,810,215	-	\$	2,384,225
<b>Subtotal Operating Funding</b>	\$ 80,232,334	\$ 850,000	<b>\$</b>	81,082,334
<b>Capital Contributions</b>				
Orange County	\$ 1,806,724	\$ -		1,806,724
Osceola County	253,172	-		253,172
<b>Seminole County</b>	218,352			218,352
Subtotal	\$ 2,278,248	\$ -	\$	2,278,248
<b>Total Local Funds</b>	\$ 82,510,582	\$ 850,000	\$	83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

# 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 charter county and political subdivision of the State of Florida, 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, <u>inter alia</u>, 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 19, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2019 to September 30, 2020 and

- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") 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 meetings:
- "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.
- "<u>Appropriated Amount</u>" 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.
- "<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.
- "<u>Deadhead Hours</u>" 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).
- "<u>Deadhead Miles</u>" 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).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" 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.

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" 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, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" 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).
- "<u>Passenger Trips</u>" 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, 2020 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 "<u>Post-Termination Payment</u>") 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.
- 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) <u>Service</u>. 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) <u>Quarterly Reporting</u>. 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"** is a schedule listing:
  - (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) <u>Additional Reporting</u>. 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. <u>Independent Contractor</u>. 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. <u>Amendments</u>. 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) <u>For Convenience</u>. 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. <u>Audit</u>. 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. <u>Public Records</u>. If LYNX has questions regarding the application of Chapter 119, Florida Statues, 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. <u>Compliance with FTA/FDOT Requirements</u>. 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. <u>Litigation and Venue</u>. 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. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Governing Law.</u> 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. <u>Construction</u>. 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. <u>Notices.</u> 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, Director of Finance

With a copy to: Akerman LLP

420 South Orange Avenue, Suite 1200

Orlando, Florida 32801

Attn: Patrick T. Christiansen, Esq.

- 19. <u>Binding Agreement</u>. This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date</u>. The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. 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. <u>Entirety of the Agreement</u>. 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. <u>Addendum</u>. 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:
	CITY OF ALTAMONTE SPRINGS, FLORIDA
By:	
Deputy Clerk	By:
	Patricia Bates, Mayor
For the use and reliance of City of	
Altamonte Springs only. Approved as to	Date:
form and legal sufficiency.	
Deputy Clerk	

# **SIGNATURE PAGE FOR LYNX**

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

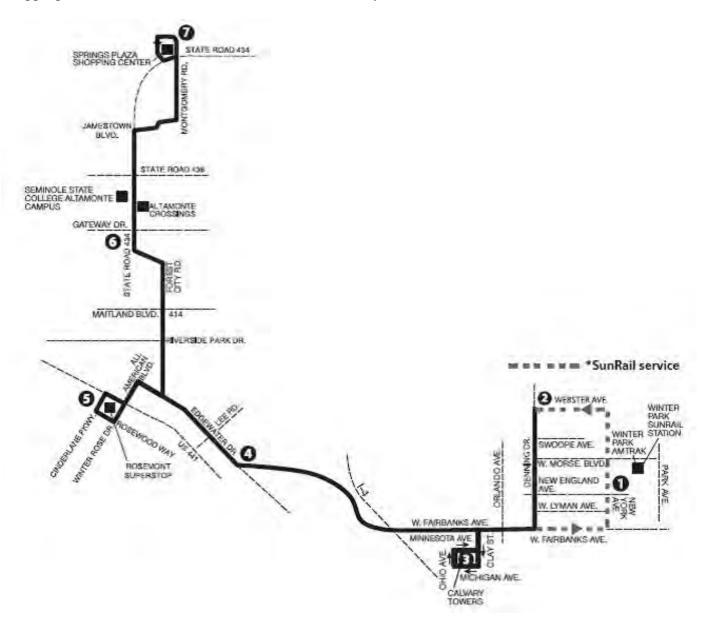
	By:
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.	James E. Harrison, Esq., P.E. Chief Executive Officer  Date:
AKERMAN LLP, Counsel for LYNX	
By: Name Title:	

## Exhibit "A"

## **DESCRIPTION OF SERVICE AREA**

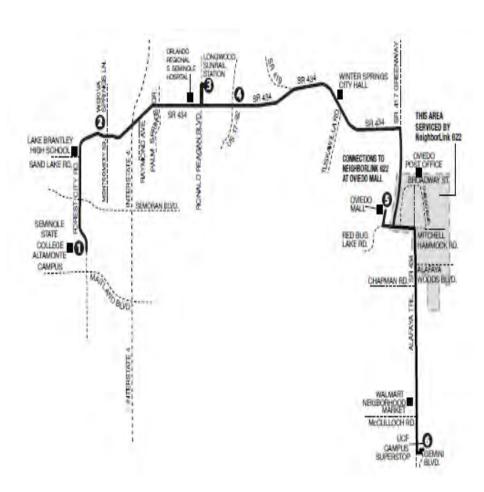
# LINK 23 Winter Park/Springs Plaza

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



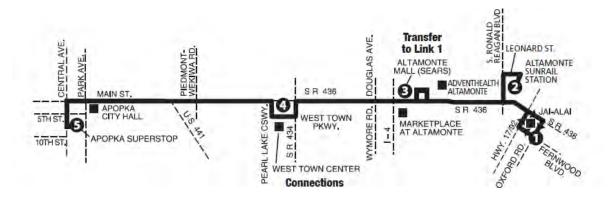
# Link 434 SR 434 Crosstown

**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



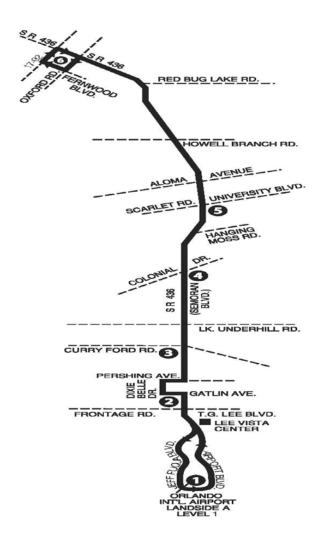
# Link 436N SR 436 Crosstown

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



Link 436S SR 436 Crosstown

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



# Exhibit "B"

# APPROPRIATED AMOUNT

October 2020 through September 2021 \$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2021	
<b>Total County Transit Service Cost</b>	\$ 120,900

FY2021 Billing Schedule:	
October 2020	\$ 30,225
January 2021	\$ 30,225
April 2021	\$ 30,225
July 2021	\$ 30,225
Annual Funding Request from City	\$ 120,900

# Exhibit "C"

# **FUNDING MODEL INFORMATION**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
<b>Operating Funding</b>			
Orange County	\$ 53,758,012		\$ 53,758,012
Osceola County	9,196,097	-	9,196,097
Seminole County	8,468,010		8,468,010
Subtotal	\$ 71,422,119	\$ -	\$ 71,422,119
City of Orlando* City of Orlando - LYMMO FDOT (SunRail Feeder Route) Reedy Creek Altamonte Springs City of Sanford Subtotal	\$ 4,003,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 8,810,215	\$ 850,000 - - - - - - - - -	\$ 4,853,006 2,422,984 1,800,000 370,325 120,900 93,000 \$ 2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334
Capital Contributions			
Orange County	\$ 1,806,724	\$ -	1,806,724
Osceola County	253,172	-	253,172
Seminole County	218,352	-	218,352
Subtotal	\$ 2,278,248	\$ -	\$ 2,278,248
Total Local Funds	\$ 82,510,582	\$ 850,000	\$ 83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

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

## **Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT ("<u>Agreement</u>") 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 "<u>Funding Partner</u>"), 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 11, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2019 to September 30, 2020 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, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") 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 meetings:
- "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.
- "<u>Appropriated Amount</u>" 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.
- "<u>Deadhead Hours</u>" 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).
- "<u>Deadhead Miles</u>" 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).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" 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.

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" 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, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" 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).
- "<u>Passenger Trips</u>" 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, 2020 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.
- 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) <u>Service</u>. 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) <u>Quarterly Reporting</u>. 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"** is a schedule listing:
  - (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) <u>Additional Reporting</u>. 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. <u>Independent Contractor</u>. 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. <u>Amendments</u>. 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) <u>For Cause</u>. If LYNX or the Funding Partner (the "<u>Breaching Party</u>") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "<u>Non-Breaching Party</u>") 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) <u>For Convenience</u>. 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. <u>Audit</u>. 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. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Orlando City Clerk's Office 400 S Orange Avenue, 2<sup>nd</sup> 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. <u>Compliance with FTA/FDOT Requirements</u>. 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. <u>Litigation and Venue</u>. 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. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Governing Law.</u> 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. <u>Construction</u>. 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. <u>Notices</u>. 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, Director of Finance

With a copy to: Akerman LLP

420 South Orange Avenue, Suite 1200

Orlando, Florida 32801

Attn: Patrick T. Christiansen, Esq.

- 19. **<u>Binding Agreement.</u>** 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, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. 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. <u>Entirety of the Agreement</u>. 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. <u>Addendum</u>. 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	

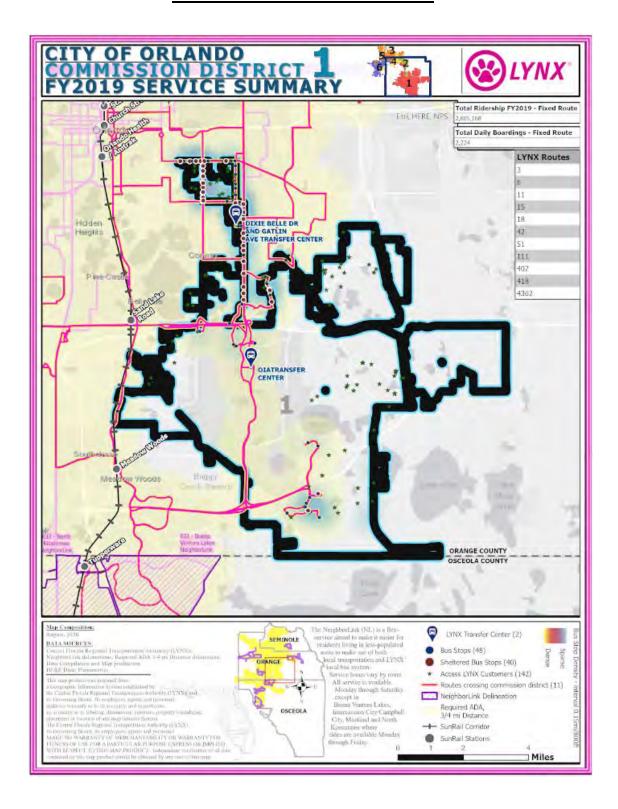
# **SIGNATURE PAGE FOR LYNX**

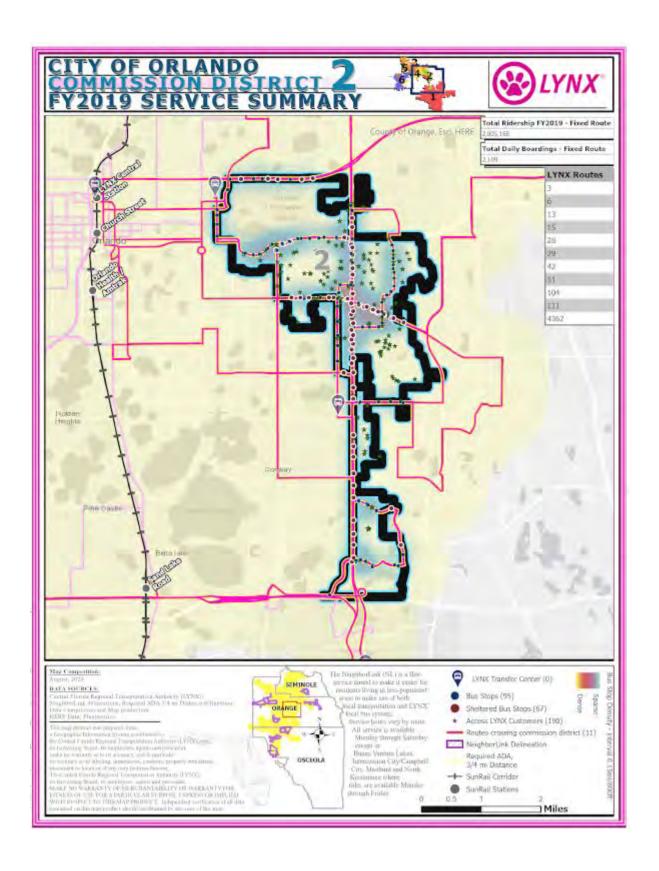
# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

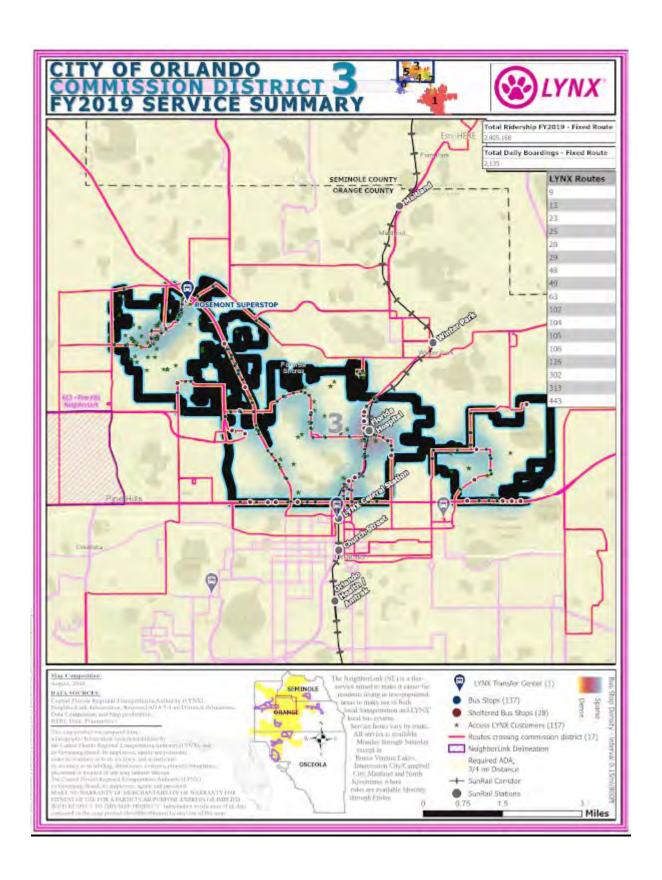
	By:
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.	James E. Harrison, Esq., P.E. Chief Executive Officer  Date:
AKERMAN LLP, Counsel for LYNX	
By: Name Title:	

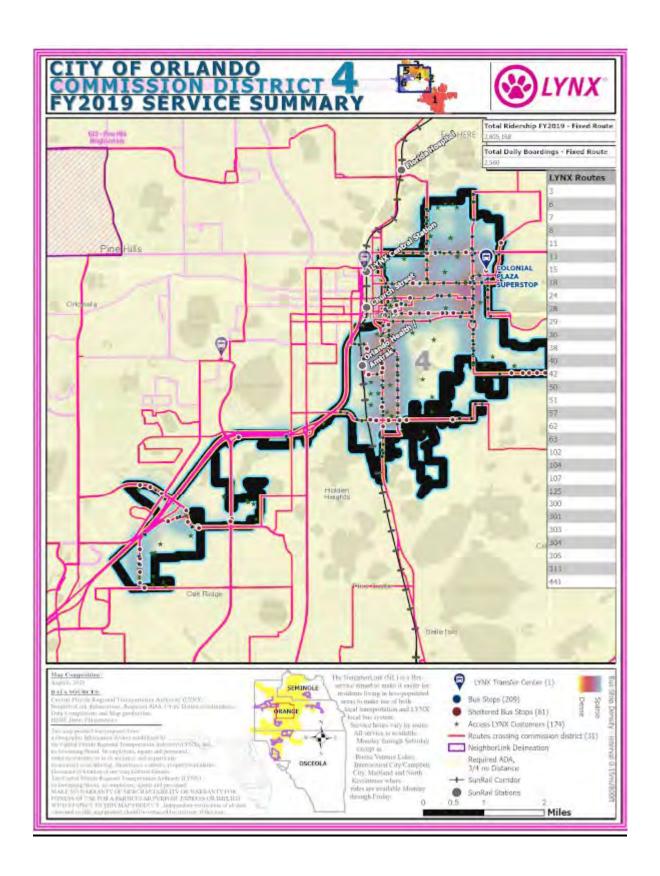
### Exhibit "A"

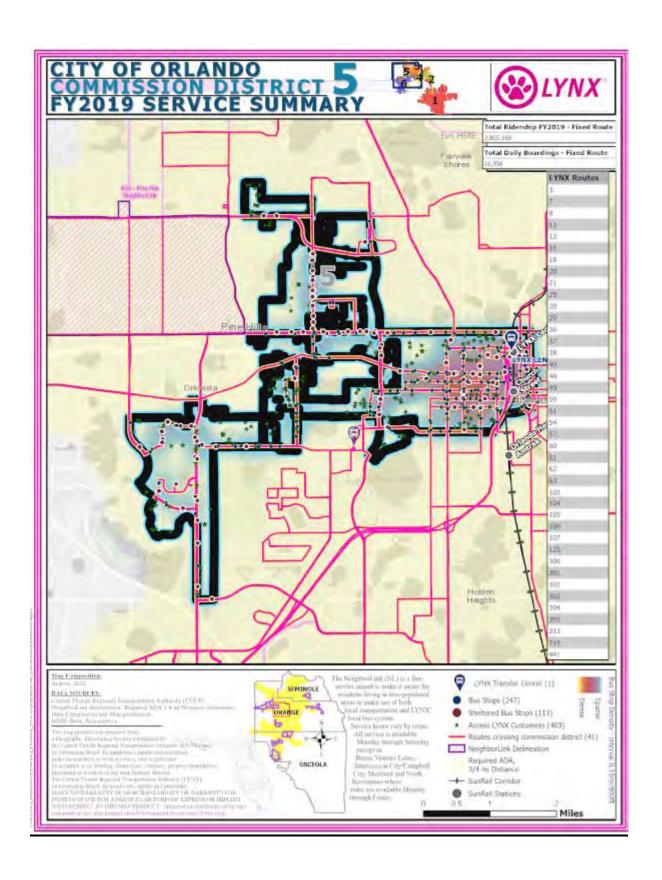
#### **DESCRIPTION OF SERVICE AREA**

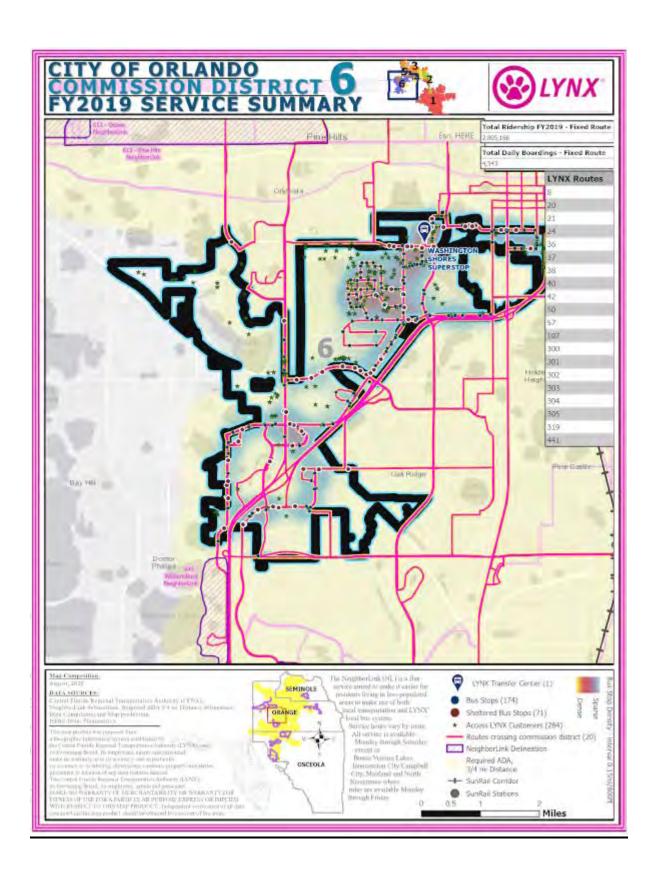












# Exhibit "B" APPROPRIATED AMOUNT

October 2020 through September 2021 \$4,003,006

Exhibit B City of Orlando Transit Service Costs For FY2021		
<b>Total City Transit Service Cost</b>	\$ 4,003,006	

FY2021 Billing Schedule:	
October 2020	\$ 1,000,751
January 2021	\$ 1,000,751
April 2021	\$ 1,000,751
July 2021	\$ 1,000,753
Annual Funding Request from City	\$ 4,003,006

# Exhibit "C"

# **FUNDING MODEL INFORMATION**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
<b>Operating Funding</b>			
Orange County	\$ 53,758,012		\$ 53,758,012
Osceola County	9,196,097	-	9,196,097
Seminole County	8,468,010		8,468,010
Subtotal	\$ 71,422,119	\$ -	\$ 71,422,119
City of Orlando*	\$ 4,003,006	\$ 850,000	\$ 4,853,006
City of Orlando - LYMMO	2,422,984	-	2,422,984
FDOT (SunRail Feeder Route)	1,800,000	_	1,800,000
Reedy Creek	370,325	-	370,325
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 8,810,215	\$ -	\$ 2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334
<b>Capital Contributions</b>			
Orange County	\$ 1,806,724	\$ -	1,806,724
Osceola County	253,172	-	253,172
<b>Seminole County</b>	218,352		218,352
Subtotal	\$ 2,278,248	\$ -	\$ 2,278,248
Total Local Funds	\$ 82,510,582	\$ 850,000	\$ 83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

## **ADDENDUM TO AGREEMENT**

25. The Funding Partner agrees to appropriate eight hundred fifty thousand dollars and zero cents (\$850,000) to LYNX for fiscal year 2020-2021 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 April 15, 2019.

### Service Funding Agreement by and between City of Sanford, Florida and

### **Central Florida Regional Transportation Authority**

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 10, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 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, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") 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. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "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.
- "<u>Appropriated Amount</u>" 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
- "<u>Deadhead Hours</u>" 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).
- "<u>Deadhead Miles</u>" 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).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" 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.

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" 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, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" 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, 2020 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) <u>Next Fiscal Year</u>. 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 "<u>Post-Termination Payment</u>") 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.
- 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) <u>Service</u>. 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) <u>Quarterly Reporting</u>. 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"** is a schedule listing:
  - (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) <u>Additional Reporting</u>. 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. <u>Independent Contractor</u>. 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. <u>Amendments</u>. 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) <u>For Convenience</u>. 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. <u>Audit</u>. 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. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, 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. <u>Compliance with FTA/FDOT Requirements</u>. 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. <u>Litigation and Venue</u>. 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. <u>Remedies.</u> 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. <u>Severability</u>. 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. <u>Waiver</u>. 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. <u>Governing Law.</u> 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. <u>Notices.</u> 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, Director of Finance

With a copy to: Akerman LLP

420 South Orange Avenue, Suite 1200

Orlando, Florida 32801

Attn: Patrick T. Christiansen, Esq.

- 19. <u>Binding Agreement</u>. This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date</u>. The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. 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. <u>Addendum</u>. 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:
	CITY OF SANFORD, FLORIDA
By:	Ву:
City Clerk	Art Woodruff, Mayor
For the use and reliance of City of Sanford only. Approved as to form and legal sufficiency.	Date:
City Clerk	

# **SIGNATURE PAGE FOR LYNX**

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

	By:
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.	James E. Harrison, Esq., P.E.
AKERMAN LLP, Counsel for LYNX	
By:Name	
Title:	

### Exhibit "A"

### **DESCRIPTION OF SERVICE AREA**

### **DESCRIPTION OF SERVICE AREA**

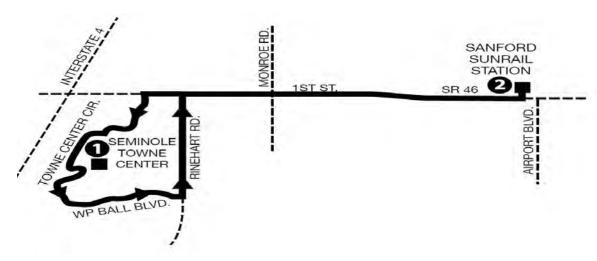
# LINK 46 East SR 46/Downtown Sanford

**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 2020 through September 2021 \$ 93,000

Exhibit B City of Sanford Transit Service Costs For FY2021	
Total City Transit Service Cost	\$ 93,000

FY2021 Billing Schedule:	
October 2020	\$ 7,750
November 2020	\$ 7,750
December 2020	\$ 7,750
January 2021	\$ 7,750
February 2021	\$ 7,750
March 2021	\$ 7,750
April 2021	\$ 7,750
May 2021	\$ 7,750
June 2021	\$ 7,750
July 2021	\$ 7,750
August 2021	\$ 7,750
September 2021	\$ 7,750
Annual Funding Request from City	\$ 93,000

# Exhibit "C"

# **FUNDING MODEL INFORMATION**

# LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
<b>Operating Funding</b>			
Orange County	\$ 53,758,012		\$ 53,758,012
Osceola County	9,196,097	-	9,196,097
Seminole County	8,468,010		8,468,010
Subtotal	\$ 71,422,119	<u> </u>	\$ 71,422,119
City of Orlando*	\$ 4,003,006	\$ 850,000	\$ 4,853,006
City of Orlando - LYMMO	2,422,984	_	2,422,984
FDOT (SunRail Feeder Route)	1,800,000	-	1,800,000
Reedy Creek	370,325	-	370,325
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000		93,000
Subtotal	\$ 8,810,215	\$ -	\$ 2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334
<b>Capital Contributions</b>			
Orange County	\$ 1,806,724	\$ -	1,806,724
Osceola County	253,172	-	253,172
Seminole County	218,352	-	218,352
Subtotal	\$ 2,278,248	\$ -	\$ 2,278,248
<b>Total Local Funds</b>	\$ 82,510,582	\$ 850,000	\$ 83,360,582

<sup>\*</sup>Local match towards vehicle replacement.

# LYNX Finance & Audit C@mmittee Agenda

### Action Agenda Item #6.C.

To: LYNX Finance & Audit Committee

From: Albert Francis

Chief Financial Officer Leonard Antmann (Technical Contact)

Phone: 407.841.2279 ext: 6058

**Item Name: Recommendation to Execute FY2021 Bus Service Agreements** 

Date: 9/17/2020

### **ACTION REQUESTED:**

LYNX staff is requesting the Finance & Audit Committee's recommendation to move forward to the Oversight Committee the following Bus Service Agreements:

- -Econ River High School Greater Orlando Campus (SHS) in the amount of \$219,216 for a period of one (1) year;
- -Reedy Creek Improvement District (RCID) in the amount of \$370,325 for a period of one (1) year;
- -Lake County in the amount of \$306,885 for a period of one (1) year; and
- -Universal Boulevard Property Owners Association, Inc in the amount of \$216,037 for a period of (1) year

### **BACKGROUND:**

Econ River High School: LYNX operates service on Link 320: Avalon Park Schools Connector, to connect schools in East Orange County including: University High School; Timber Creek High School; Econ River Charter High School; and East River High School. This is per an agreement with the Orange County Public Schools to operate service during school days between the hours of 5:55 a.m. to 6:35 p.m. including: Two (2) morning, three (3) mid-day, and one (1) afternoon trips are scheduled to shuttle students to and from the Econ River High School to Avalon Park, East Colonial Drive, and Bithlo.

# LYNX Finance & Audit C@mmittee Agenda

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 calls 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.

<u>Lake County:</u> 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.

<u>Universal Boulevard Property Owners Association, Inc.:</u> LYNX has operates 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.

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

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

The FY2021 Proposed Operating Budget includes the revenue as detailed above.

# BUS SERVICE AGREEMENT 20-C001

by and between

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (LYNX)

and

# ECON RIVER HIGH SCHOOL – GREATER ORLANDO CAMPUS (ERHS) (the Client)

relating to the providing of bus service to a charter school in East Orange County, FL

October 1, 2020

## **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>Parag</u>	<u>raph</u> <u>Caption</u>	Page Number
1.	DEFINITIONS	1
2.	PROVIDING OF BUS SERVICE	3
3.	TERM	3
4.	TERMINATION	3
5.	SCHEDULE OF BUS SERVICE	3
6.	PAYMENT FOR BUS SERVICE	4
7.	ADVERTISING	4
8.	NON-ASSIGNABILITY	5
9.	RELATIONSHIP OF OTHER PARTIES	5
10.	NO THIRD PARTY BENEFICIARY	5
11.	NOTICE	5
12.	GOVERNING LAW	6
13.	MISCELLANEOUS CLAUSES	6
14.	BOARD APPROVAL	7
15.	COMPLETE AGREEMENT	7

## **Schedule of Exhibits**

Exhibit "A" – Description and Map of Bus Routes

Exhibit "B" – Service Schedule and Annual Service Costs

### **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the "<u>Agreement</u>") made and entered as of this 1st day of October, 2020, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as "<u>LYNX</u>"), a body politic and corporate, created by Part III, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

ECON RIVER HIGH SCHOOL – GREATER ORLANDO CAMPUS, INC., a Florida non-profit corporation (hereinafter referred to as "<u>ERHS</u>" or "<u>Client</u>"), whose address is 5850 T.G. Lee Blvd., Citadel I, Suite 345, Orlando, FL 32822.

ERHS and LYNX shall sometimes be referred to, individually, as a "<u>Party</u>" and, collectively, as the "<u>Parties</u>".

### 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, ERHS has expressed a need for additional or new public transportation service in and to certain portions of the Orange County identified and set forth in <u>Exhibit "A"</u> (the "<u>Service Area</u>"), 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. <u>**DEFINITIONS**</u>. 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.

<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, 2021, will be based on an estimated hourly rate of \$101.58 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as

provided in paragraph 3 below; provided that such hourly rate shall not increase by more than ten percent (10%) in any fiscal year.

shall mean Econ River High School – Greater Orlando Campus, Client

**Farebox Revenue** 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.

shall mean the Florida Department of Transportation. **FDOT** 

shall mean the Federal Transit Administration. FTA

shall mean the actual cost incurred by LYNX (based on the Cost of **Monthly Cost of Bus Service** 

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.

Revenue

shall mean the actual Farebox Revenue received from LYNX for Monthly Farebox

the Bus Service during each and every month during the term of

this Agreement.

**Monthly Payment** shall mean the payment made to LYNX by the Client at the end of

each and every month during the term of this Agreement, as

provided in paragraph 6 below.

**Net Monthly Cost** 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

of Bus Service for that month less the Monthly Farebox Revenue

for that same month.

shall mean the area indicated in **Exhibit "A"** attached hereto. Service Area

shall mean the frequency, times and stops for the Bus Service to be **Service Schedule** 

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.;
- (c) The changing transportation needs of the Client to the extent LYNX can accommodate such needs; and
- (d) 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. <u>TERM.</u> This Agreement shall be effective on October 1, 2020 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2021 (the "<u>Expiration Date</u>"), 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 each fiscal year of this Agreement (based on a September 30 fiscal year), the Client 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. <u>TERMINATION</u>.

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than one hundred twenty (120) 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) <u>Termination for Breach</u>. Unless breach is waived by the Client or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party 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 Client's or LYNX's right to remedies at law or to damages. At the sole option of the Client, if Orange County enters into an agreement with LYNX, Client may terminate this agreement and join the agreement entered into with Orange County.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "B"</u> is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is

proposed to run during the school year, estimated at 41 weeks/year. 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 Client, 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 Client, could move that bus stop to a safer location.

- 6. <u>PAYMENT FOR BUS SERVICE</u>. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ERHS paying to LYNX the Net Monthly Cost of Bus Service. Net 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 ERHS 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 Client 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 ERHS 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 ERHS, invoices and related matters will be sent to ERHS or received in person at the following address:

c/o ALS Education, Inc. 2636 Elm Hill Pike, Suite 500 Nashville, TN 37214 Attn: CFO

- (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) This agreement shall obligate LYNX to provide any funding for the Bus Service. 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.
- 7. ADVERTISING. The Parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX 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 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".

- 8. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 9. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Client under this Agreement shall be that of an independent contractor and not an agent.
- 10. **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.
- 11. <u>NOTICE</u>. 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:

As to LYNX: Leonard Antmann, Director of Finance

LYNX

455 North Garland Avenue Orlando, Florida 32801

with a copy to: James Harrison, Esq, Chief Executive Officer

LYNX

455 North Garland Avenue Orlando, Florida 32801

As to the Company: Econ River High School – Greater Orlando Campus, Inc.

5850 T.G. Lee Blvd., Citadel I, Suite 345

Orlando, FL 32822 Attn: President

with a copy to: ALS Education, Inc.

2636 Elm Hill Pike, Suite 500

Nashville, TN 37214

Attn: Chief Financial Officer

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.

12. **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.

### 13. MISCELLANEOUS CLAUSES.

- (a) <u>Sovereign Immunity</u>. 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 either Party of its rights to invoke sovereign immunity as a governmental entity.
- (b) <u>Force Majeure</u>. 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) <u>Time of Essence</u>. 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) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. 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) <u>Benefits of Service</u>. The Payments to be paid by ERHS 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) <u>No Oral Modification</u>. 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) <u>Severability</u>. 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) <u>Counterparts</u>. 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) <u>Adjustment of Bus Routes</u>. 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) <u>Capital Requirements (i.e., Buses)</u>. 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 ERHS such situation and how it is to be resolved. The matter will 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.
- (1) <u>Default/Notice/Procedure to Resolve Disputes</u>. 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 Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.
- (m) <u>Service Within and Outside the Service Area</u>. 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.
- (n) <u>Independent Contract As To Employees Of LYNX</u>. 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.
- 14. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 15. <u>COMPLETE AGREEMENT</u>. 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 Begin On Following Page]

**IN WITNESS WHEREOF**, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

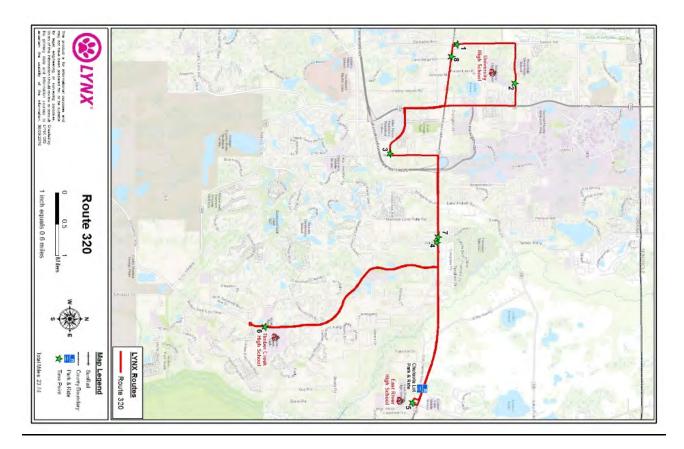
Attest:	ECON RIVER HIGH SCHOOL – GREATER ORLANDO CAMPUS, INC.
Ву:	By: (Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:
	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
	By:
	Approved as to form only by General Counsel; for sole reliance by LYNX
	AKERMAN LLP
	By:Name
	Name Title: :

## **EXHIBIT "A"**

### **Description of Bus Service**

LYNX will provide bus service to the Client for the purpose of getting students and others to and from various high schools, points of interest and residences along East SR 50, Avalon Park Boulevard, Woodbury Road, and Alafaya Trail in East Orange County. To serve the Client, LYNX will operate one route that will be open to the public, as required by Federal Law (49 U.S.C. 523(f)) and will be assigned a LYNX bus route number to be published as a regular route in all LYNX schedule documentation, e.g. schedule book and trip planning software. The route will stop at normal bus stop locations marked by a LYNX bus stop marker. The route will only operate during the regular school year.

Charter School Route: The Charter School Route would originate near the intersection of Rouse Road and East Colonial Drive (see Exhibit B). The route heads north on Rouse Road to Lokanotosa Trail. On Lokanotosa Trail the route heads east past Avalon Club Drive to N Alafaya Trail and turns south onto N Alafaya Trail. From N Alafaya Trail, the route turns east onto Waterford Lakes Parkway to Woodbury Road and heads north. At East Colonial Drive, the route heads east to Old Cheney Highway, going past the park and ride. On Old Cheney Highway the route heads east to East River Falcons Way and turns north. From East River Falcons Way the route turns west onto East Colonial Drive to Avalon Park Boulevard. At Avalon Park Boulevard, the route turns south towards Timber Creek High School and Winter Park Technical Schools and then turns around at the traffic circle. The route heads back north along Avalon Park Blvd and turns west on East Colonial Drive to Rouse Road and head north. On Rouse Road the route turns east on Lokanotosa Trail and ends at Alafaya Club Drive.



# **EXHIBIT "B"**

### **Proposed Service Schedule and Annual Service Costs**

### **LINK 320 - PROPOSED SCHEDULE**

ROUSE ROAD AND E COLONIAL DRIVE	LOKANOTOSA TRL AND ALAFAYA	WOODBURY RD AND WATERFORD	E COLONIAL DR AND PEBBLE	OLD CHENEY HWY AND EAST RIVER	AVALON PARK AND CROWN HILL	E COLONIAL DR AND PEBBLE	E COLONIAL DRIVE AND PINEY BRANCH	E COLONIAL DR AND PEBBLE	OLD CHENEY HWY AND EAST RIVER	AVALON PARK AND CROWN HILL BI VD	E COLONIAL DR AND PEBBLE BEACH B	WATERFORD LAKES AND WOODBURY RD	E COLONIAL DRIVE AND PINEY	LOKANOTOSA TRL AND ALAFAYA
1	2	3	4	(5)	6	7	8	4	(5)	6	7	3	8	2
5:56	6:00	6:09	6:15	6:23	6:42	6:53	7:06	12:15	12:22	12:37	12:46	12:52	1:00	1:05
6:26	6:30	6:39	6:45	6:53	7:12	7:23	7:36	5:45	5:52	6:07	6:16	6:22	6:30	6:35
11:26	11:30	11:40	11:47	11:56	12:16	12:28	12:42							
12:11	12:15	12:25	12:32	12:41	1:01	1:13	1:27							

P.M. Times are shown in bold

### **FY2021 ECON RIVER HIGH SCHOOL SERVICE**

### **HOURS - LINK 320**

		Mon-Fri	Sa t	Sun	Total
		170	0	0	170
Rte#	Route Description	Mon-Thur	Sat	Sun	Proposed Hours
320	CHARTER SCHOOL EAST ORANGE	12.87	0	0	2,187.90
	Total	12.87	0	0	2,187.60

Hourly Rate \$ 101.58

Gross Annual \$ 222,216.41

Estimated Fares \$ (3,000.00)

Estimated cost, Net of Fares \$ 219,216.41

### **FY2021 ECON RIVER HIGH SCHOOL SERVICE**

### **HOURS - LINK 320**

		Mon-Fri	Sa t	Sun	Total
		170	0	0	170
Rte#	Route Description	Mon-Thur	Sat	Sun	Proposed Hours
320	CHARTER SCHOOL EAST ORANGE	12.87	0	0	2,187.90
	Total	12.87	0	0	2,187.60

Hourly Rate \$ 101.58

Gross Annual \$ 222,216.41

Estimated Fares \$ (3,000.00)

Estimated cost, Net of Fares \$ 219,216.41

# FY2021 ECON RIVER HIGH SCHOOL SERVICE HOURS - LINK 320

		Mon-Fri	Sat	Sun	Total
		170	0	0	170
Rte #	Route Description	Mon- Thur	Sat	Sun	Proposed Hours
320	CHARTER SCHOOL EAST ORANGE	12.87	0	0	2,187.90
	Total	12.87	0	0	2,187.60

Hourly Rate \$ 101.58

Gross Annual \$ 222,216.41

Estimated Fares \$ \_\_\_\_(3,000.00)

Estimated cost, Net of Fares \$ 219,216.41

## BUS SERVICE AGREEMENT No. 18-C144

by and between

# CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (LYNX)

and

### LAKE COUNTY

October 1, 2020

### **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the "<u>Agreement</u>") made and entered as of this 1st day of October, 2020, 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 charter county and political subdivision of the State of Florida, (hereinafter referred to as "<u>LAKE COUNTY</u>") 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 <u>Exhibit</u> "A" (the "<u>Service Area</u>"), 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. <u>**DEFINITIONS**</u>. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

greement, as the same may be amended
71

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 Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2021,

Service, which for the LYNX fiscal year ending September 30, 2021, will be based on an estimated hourly rate of \$78.71 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph

3 below.

Farebox Revenue 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.

**FDOT** Shall mean the Florida Department of Transportation.

**FTA** Shall mean the Federal Transit Administration.

**LAKE COUNTY** Shall have the meaning set forth in the preamble to this Agreement.

Monthly Cost of
Bus Service

Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service) to provide the Bus

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.

**Monthly Farebox Revenue**  Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this

Agreement.

**Monthly Payment** 

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.

Net Monthly Cost of Bus Service 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.

Service Area Service Schedule Shall have the meaning set forth in the preamble to this Agreement. 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. <u>TERM</u>. This Agreement shall be effective on October 1, 2020 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2021 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in <u>Exhibit "A"</u> attached hereto.

No later than six (6) months before the end of each fiscal 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. <u>Termination at Will</u>. 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. <u>Termination Due to Lack of Funds</u>. 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 and to the LAKE COUNTY Board of Directors. 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 the LAKE COUNTY 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 LAKE COUNTY's or LYNX right to remedies at law or to damages.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "A"</u> 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 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. <u>PAYMENT FOR BUS SERVICE</u>. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the 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 the LAKE COUNTY an 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 shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- b. For the purpose of invoicing, invoices and related matters will be sent to the LAKE COUNTY at the following address:

Lake County 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 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".

- 8. <u>BOND</u>. LAKE COUNTY 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 LAKE COUNTY under this Agreement.
- 9. **NON-ASSIGNABILITY**. This Agreement if 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. <u>NOTICE</u>. 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, Director of Finance

455 North Garland Avenue Orlando, Florida 32801

Copy: James E. Harrison, Esq., P.E., Chief Executive Officer

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 Orange County, Florida. Each party expressly waives any right to a jury trial.

#### 14. MISCELLANEOUS CLAUSES.

- a. <u>Sovereign Immunity</u>. 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, government regulations and directives applicable to it.

- c. <u>Time of Essence</u>. 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. <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. <u>No Waiver</u>. 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. <u>Benefits of Service</u>. The Payments to be paid by the 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. <u>No Oral Modification</u>. 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. <u>Severability</u>. 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. <u>Counterparts</u>. 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. <u>Adjustment of Bus Routes</u>. 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. <u>Capital Requirements (i.e., Buses)</u>. 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 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. <u>Default/Notice/Procedure to Resolve Disputes</u>. 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 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 Thus, 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. <u>Service Within and Outside the Service Area</u>. 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 <u>Exhibit "A"</u>. 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. <u>Independent Contract As To Employees Of LYNX</u>. 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 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 LAKE COUNTY Board of County Commissioners.

**IN WITNESS WHEREOF,** the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY	
By:	By: James E. Harrison, Esq., P.E. Chief Executive Officer	
	This Bus Service Agreement has been reviewed as to form by LYNX General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose	
	Akerman LLP	
	By:	
	Name:	
	Title:	
	Date	

Attest:	LAKE COUNTY By LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
By:	By:(Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:

## **EXHIBIT "A"**

## **Description of Bus Route(s)**

**Effective: July 2020** 

# Link 55

W. U.S. 192/Crosstown Monday-Sunday & Holiday

service

SERVING:

LYNX Kissimmee Intermodal

Station/SunRail

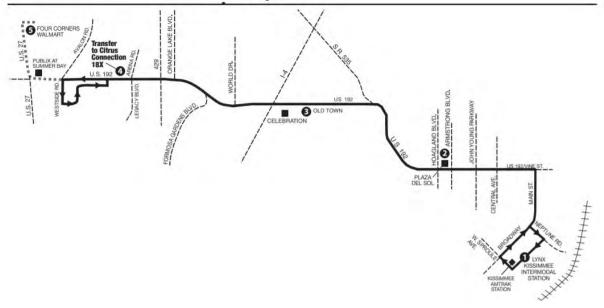
Old Town

Celebration

Orange Lake

Four Corners Walmart Plaza Del Sol

Citrus Connection 18X



# **Lake County Transit Service Costs**

#### Exhibit B

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

Fixed Route Operating Costs	Amount
Link 55	\$306,885
	\$306,885
Not Funding Dequest from Country	\$207.00E
Net Funding Request from County	\$306,885

**FY2021 Billing Schedule** 

$\mathbf{A}$	mo	nın	1
$\Gamma$	IIIU	un	ı

8	
October-20	\$25,574
November-20	\$25,574
December-20	\$25,574
January-21	\$25,574
February-21	\$25,574
March-21	\$25,574
April-21	\$25,574
May-21	\$25,574
June-21	\$25,574
July-21	\$25,574
August-21	\$25,574
September-21	\$25,571

**Annual Funding Request from County** 

\$306,885

### 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, 2020

#### **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>	Page Number
1.	DEFINITIONS	3
2.	PROVIDING OF BUS SERVICE	5
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	6
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" - Description of Service and Bus Routes

Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

#### **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the "<u>Agreement</u>") made and entered as of this 1st day of October 2020, 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 "B"** 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. **<u>DEFINITIONS</u>**. 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.

**Bus Service** shall mean the bus service to be provided by LYNX in the

Service Area as set forth in this Agreement and on Exhibit

**"B"**.

<u>Contributions</u> shall mean, the RCID Contributions.

**Commuter Rail** 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

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</u> shall mean the Commuter Rail Project presently being

**Project** 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.

**RCID** shall have the meaning set forth in the preamble to this

Agreement.

**RCID Contributions** shall mean the contributions to be made by RCID to LYNX for

the Bus Service in the aggregate amount of \$370,325 to be paid

on the dates set forth.

**FDOT** shall mean the Florida Department of Transportation.

**FTA** shall mean the Federal Transit Administration.

**LYNX** shall have the meaning set forth in the preamble to this

Agreement.

Matching shall mean any matching grants or matching contributions, if

any, that LYNX may obtain from time to time based upon the

RCID Contributions as set forth and described in paragraph 7

below.

**Contributions** 

Service Area shall mean the area, as described and set forth in Exhibit "A"

attached hereto.

**Service Route, Bus** shall mean the bus routes for service to be provided by LYNX

**Route**, or **Bus Link** as identified and set forth in **Exhibit "B"** attached hereto.

**Service Schedule** 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.

Term shall mean the term of this Agreement, as set forth in

Paragraph 3 below.

- **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.
  - The changing transportation needs of RCID to the extent LYNX can (c) reasonably accommodate such needs.
- This Agreement shall be effective as of October 1, 2020 (the 3. "Commencement Date") and shall, except as otherwise set forth herein, continue through September 30, 2021 (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.
- **SCHEDULE OF BUS SERVICE**. Attached hereto as **Exhibit "B"** 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.
- **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 Seventy Thousand Three Hundred Twenty-Five Dollars (\$370,325) payable in two payments of One Hundred Eighty-Five Thousand One Hundred Sixty-Three Dollars (\$185,163) upon the effective date of Agreement and One Hundred Eighty-Five Thousand One Hundred Sixty-Tro Dollars (\$185,162) on or before September 30, 2021. 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. 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.

- SECURITY DEPOSIT. No security deposit is required of RCID under this 6. 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 a governmental unit and for the purposes of this Agreement only, said roads will be deemed to be "public". Other roads would be deemed to be "private" such as, for example, roads behind gates, etc. and these areas would be on roads not

owned and operated by any such governmental unit. If and to the extent the Bus Route at any time extends over any private property not owned by RCID in the Service Area, RCID shall obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. In regard to any roads deemed to be "private", such consent may be revoked by RCID in its sole and absolute discretion upon twenty-four (24) hours' notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly.

- 8. <u>ADVERTISING</u>. 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. 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.
  - (b) 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. <u>BOND</u>. 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.
- 10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.
- 11. **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.
- 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,

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 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

Director of Finance

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: Ann Blakeslee, Deputy District

Administrator

Reedy Creek Improvement District

1900 Hotel Plaza Boulevard Post Office Box 10170

Lake Buena Vista, Florida 32830 Telephone: (407) 828-3548 Telecopy: (407) 934-6200

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) <u>Sovereign Immunity</u>. 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 of its rights to invoke sovereign immunity as a governmental entity.

- (b) <u>Force Majeure</u>. 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) <u>Time of Essence</u>. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. 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) <u>Benefits of Service</u>. 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, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (g) <u>No Oral Modification</u>. 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) <u>Severability</u>. 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) <u>Counterparts</u>. 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) <u>Adjustment of Bus Routes</u>. 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) <u>Default/Notice/Procedure to Resolve Disputes</u>. 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.

- (l) <u>Service Within and Outside the Service Area</u>. 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 <u>Exhibit "B"</u>. Thus, the Contributions may be used for all of said Bus Service.
- 16. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 17. <u>COMPLETE AGREEMENT</u>. 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 Begin on Following Page]

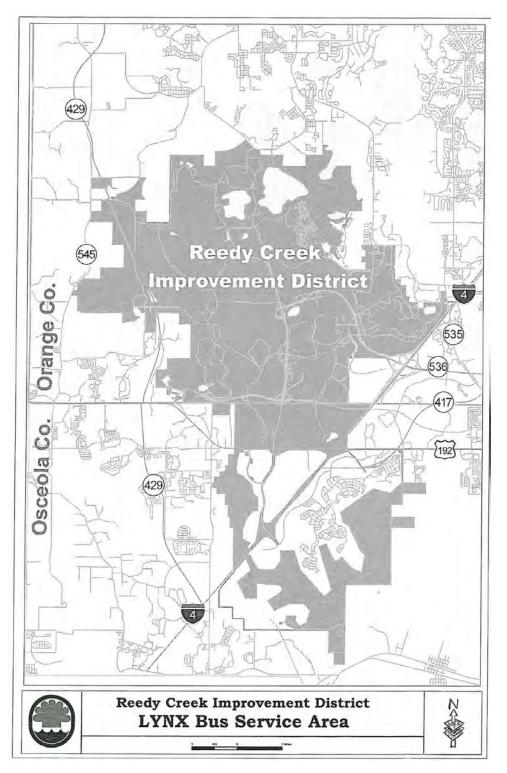
IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

# THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

	By:
	James E. Harrison, Esq., P.E.
	Chief Executive Officer
Approved as to Form and Content, and for reliance only by LYNX and no other person	
Dated:, 2020	
Akerman LLP, counsel for LYNX	
By:Patrick T. Christiansen	
Patrick T. Christiansen	
	REEDY CREEK IMPROVEMENT DISTRICT
	By:
	John H. Classe, Jr.
	District Administrator
	(Print Title of Person Signing)

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area



# **Reedy Creek Improvement District Transit Service Costs**

#### Exhibit B

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

Fixed Route Operating Costs	Amount
Link 50	\$150,163
Link 56	\$102,400
Link 306	\$117,748
	\$370,325
Net Funding Request	\$370,325
FY2020 Billing Schedule	
On or before 10/1/2020	\$185,163
On or before 9/1/2021	\$185,162
Annual Funding Request	\$370,325

## EXHIBIT "B"

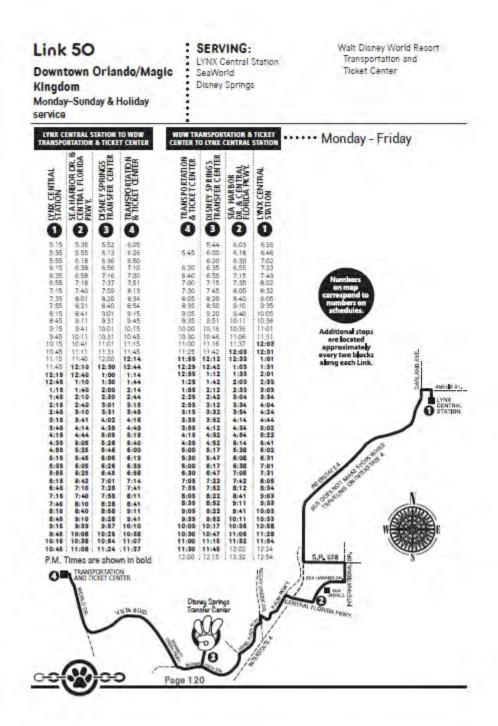
# <u>Description of Lynx Bus Service, Times and Lynx Bus Routes</u> Effective August 25, 2019

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 50: Downtown	Monday-Sunday &	Departs every night at	WDW Transportation and Ticket Center, Disney
Orlando/Disney's	Holidays.	10:17 PM, 10:47 PM,	Springs Transfer Center, 6800 Sea Harbor Drive and
Magic Kingdom		11:15 PM and 11:45	Academic LYNX Central Station
		PM from WDW	
		Transportation and	
		Ticket Center	
Link 56:	Monday-Sunday &	Departs every night at	WDW Transportation and Ticket Center, US 192 & Old
Kissimmee/Disney's	Holidays.	10:21 PM, 10:50 PM,	Town, US 192 & SR 535, Disney University,
Magic Kingdom		11:19 and 11:48 PM	Kissimmee Intermodal Facility
		from WDW	
		Transportation and	
		Ticket Center	
Link 306:	Monday-Sunday &	Two (2) trips per day:	Poinciana Walmart @ Doverplum Ave, Downtown
Disney Direct	Holidays.	Morning from 6:12	Disney Springs Transfer Center and Hilton Bonnet
		AM to 7:13 AM;	Creek Resort
		Evening from 5:07	
		PM to 6:24 PM	

END EXHIBIT "B"

# APPENDIX 1 Of Exhibit "B" Graphical Depictions of Lynx Bus Service Routes



Link 56

W. U.S.192/Magic Kingdom

Monday-Sunday & Holiday service

SERVING:

Plaza Del Sol Old Town Celebration

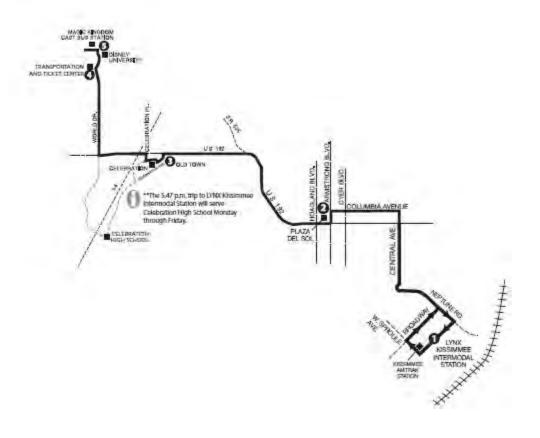
Walt Disney World Resort Transportation and

Ticket Center

Magic Kingdom Cast Bus Station Disney University

LYNX Kissimmee Intermodal

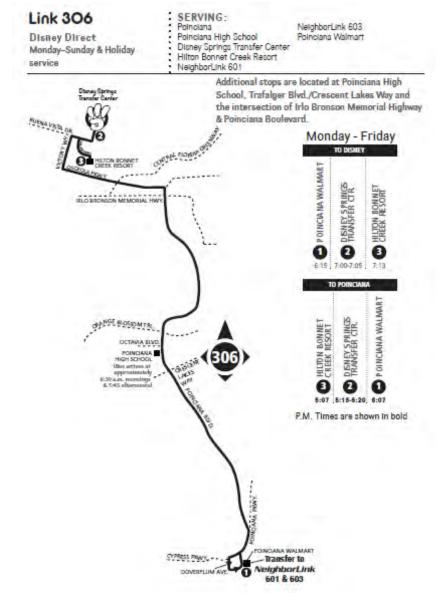
Station



Monday-Sunday & Holidays Service

5:30 AM to 11:00 PM

Frequency 30 minutes



**END APPENDIX 1** 

#### **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, 2020** 

## **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>	<b>Caption</b>	Page Number
1.	<u>DEFINITIONS</u>	2
2.	PROVIDING OF BUS SERVICE	3
3.	<u>TERM</u>	3
4.	TERMINATION	3
5.	SCHEDULE OF BUS SERVICE	4
6.	PAYMENT FOR BUS SERVICE	4
7.	<u>DEFAULT</u>	4
8.	ACCESS OVER PRIVATE PROPERTY	5
9.	INDEMNIFICATION	5
10.	BOND	5
11.	ADVERTISING	5
12.	NON-ASSIGNABILITY	5
13.	RELATIONSHIP OF OTHER PARTIES	5
14.	NO THIRD PARTY BENEFICIARY	5
15.	NOTICE	5
16.	GOVERNING LAW	6
17.	COSTS AND ATTORNEYS' FEES	6
18.	MISCELLANEOUS CLAUSES	6
19.	BOARD APPROVAL	8
20.	COMPLETE AGREEMENT	8
21.	PRIOR AGREEMENT	9

#### **Schedule of Exhibits**

Exhibit "A" - Sketch of POA Area

Exhibit "B" – Description of Service or Bus Route

Exhibit "C" - Schedule of Service Times and Stops

Exhibit "D" - Schedule of Fee Payments

#### **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the "<u>Agreement</u>") made and entered as of this 1<sup>st</sup> day of October 1, 2020, 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**").

The Association and LYNX 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 Association is a property owners association formed for the purpose of providing various services to a certain geographic area in the International Drive area, Orange County, Florida, and which geographic area is generally described and set forth in **Exhibit "A"** attached hereto (the "**POA Area**"); and

WHEREAS, the Association and its members desire and have a need for public transportation service in certain portions of the POA 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 POA Area; and

**WHEREAS**, the Parties previously entered into an agreement dated February 21, 2020 (the "<u>Prior Agreement</u>") regarding LYNX establishing one or more additional "bus links" in the POA Area to provide additional public bus transportation; and

WHEREAS, the parties wish to terminate the Prior Agreement and replace it with this current Agreement, 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. **<u>DEFINITIONS</u>**. 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.

**Association** shall mean Universal Boulevard Property Owners Association,

Inc.

**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.

<u>Cost of Bus Service</u> shall mean the cost incurred by LYNX to provide the Bus

Service, which for the LYNX fiscal year ending September 30, 2021 will be based on an hourly rate of \$49.53 which includes fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as

provided in paragraph 3 below.

**FDOT** shall mean the Florida Department of Transportation.

**FEES** shall mean the fees to be paid to LYNX by the Association for

providing the Bus Service as set forth and described in

paragraph 6 below.

**FTA** shall mean the Federal Transit Administration.

Monthly Cost of shall mean the 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.

**POA** shall mean the Association, as the property owners association.

**POA Area** shall mean the area for which the Association was formed as a

property owners association, as described and set forth in

Exhibit "A" attached hereto.

Service Area shall mean the area indicated in **Exhibit "B"** attached hereto.

**Service Schedule** 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.

Term shall mean the term of this Agreement, as set forth in

paragraph 3 below.

**Bus Service** 

- 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.;
- (c) The changing transportation needs of the Association to the extent LYNX can accommodate such needs;
- (d) 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.; and
- 3. <u>TERM</u>. This Agreement shall be effective on October 1, 2020 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2021 (the "<u>Expiration Date</u>"), 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. **TERMINATION**.

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than one hundred twenty (120) 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.
- LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party 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 Association's or LYNX's right to remedies at law or to damages. At the sole option of the Association, if Orange County enters into an agreement with LYNX, Association may terminate this agreement and join the agreement entered into with Orange County.

- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "C"</u> is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is subject to all the terms of this Agreement.
- 6. **PAYMENT FOR BUS SERVICE**. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Association 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 send to the Association an invoice for said month, which would show for that month the required actual payment to be made to LYNX. The Association shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- (b) For the purpose of invoicing the Association, invoices and related matters will be sent to the Association or received in person at the following address:

Mr. Dan Giodano Universal Boulevard Property Owners Association, Inc. 9751 Universal Boulevard Orlando, Florida 32819

- (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) This agreement shall not obligate LYNX to provide any funding for the Bus Service. 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.
- 7. **DEFAULT**. In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:
- (a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.
- (b) The sole remedies available to the Association in the event of a default hereunder shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit "C"**.

- 8. <u>ACCESS OVER PRIVATE PROPERTY</u>. If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Association shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.
- 9. <u>INDEMNIFICATION</u>. The Association shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Association or any of its Members, or any of their employees or agents.
- or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX a Security Deposit in an amount to be agreed upon by both parties upon execution of this Agreement. **ADVERTISING**. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX 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 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", which the Association shall not be entitled to as part of this agreement.

- 11. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 12. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Association under this Agreement shall be that of an independent contractor and not an agent.
- 13. **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.
- 14. **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:

As to LYNX: Leonard Antmann, Director of Finance

LYNX

455 North Garland Avenue Orlando, Florida 32801

with a copy to: James E. Harrison, Esq., P.E. Chief Executive Officer

LYNX

455 North Garland Avenue Orlando, Florida 32801

As to the Company: Universal Boulevard Property Owners Association, Inc.

9751 Universal Boulevard Orlando, Florida 32819 Attn: Mr. Dan Giordano

with a copy to: Broad and Cassel

390 North Orange Avenue, Suite 1400

Orlando, Florida 32801 Attn: Deborah H. Johnson

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.

- 15. **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.
- 16. <u>COSTS AND ATTORNEYS' FEES</u>. In the event a dispute arises between the parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees, including its reasonable costs and attorneys' fees in any appellate action involving such suit.

#### 17. MISCELLANEOUS CLAUSES.

(a) <u>Sovereign Immunity</u>. LYNX 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 either Party of its rights to invoke sovereign immunity as a governmental entity.

- (b) <u>Force Majeure</u>. 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) <u>Time of Essence</u>. 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) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. 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) <u>No Restrictions As To Other Service</u>. Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the OA Area, whether adding or dropping service.
- (g) <u>Benefits of Service</u>. The Payments to be paid by the Association 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.
- (h) <u>Governing Law</u>. This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- (i) <u>No Oral Modification</u>. 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.
- (j) <u>Severability</u>. 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.
- (k) <u>Counterparts</u>. 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.

- (1) <u>Adjustment of Bus Routes</u>. 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.
- (m) <u>Capital Requirements (i.e., Buses)</u>. 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 Association such situation and how it is to be resolved. The matter will 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.
- (n) <u>Default/Notice/Procedure to Resolve Disputes</u>. 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 Association is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Association. Thus, for example, if the Association should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.
- (o) <u>Service Within and Outside the Service Area</u>. 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.
- (p) <u>Independent Contract As To Employees Of LYNX</u>. 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.
- 18. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 19. <u>COMPLETE AGREEMENT</u>. 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.

20. **PRIOR AGREEMENT**. This Agreement replaces and supersedes in its entirety the Prior Agreement.

[Signatures Begin On Following Page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

# UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

By:
By: (Signature of Authorized Official)
(Print Name and Title of Person Signing)
Dated:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
By:
James E. Harrison, Esq., P.E. Chief Executive Officer
Approved as to form only by General Counsel; for sole reliance by LYNX
AKERMAN LLP
By:
By:

## EXHIBIT "A"

#### **Sketch of POA Area**



#### **EXHIBIT "B"**

#### **Description of Service or Bus Route**



Link 58 begins service at Destination Parkway Superstop, upon exiting the terminal, left turn on Destination Parkway to International Drive, right on International Drive to Pointe Plaza Blvd., right on Pointe Plaza Blvd. to Universal Blvd., right on Universal Blvd. to Shingle Creek Resort, left turn into the parking lot entrance to the bus stop located in the rear of the Convention Area building.

From Shingle Creek, Link 58 exits the resort to Universal Blvd., right on Universal Blvd. to Pointe Plaza Blvd., left on Pointe Plaza Blvd. to International Drive, left on International Drive to Destination Pkwy, left on Destination Pkwy. to Tradeshow Blvd, left turn into Destination Parkway Superstop terminal.

# EXHIBIT "C"

## **Schedule of Service Times and Stops**

#### Link 58 Shingle Creek Circulator Effective: April 28, 2019

#### Operates Daily (Monday - Sunday)

	Destination	Shingle	Shingle	Destination	
	Parkway	Creek	Creek	Parkway	
Pull-Out	Superstop	Arrive	Depart	Superstop	Pull-In
5:59AM	6:29 AM	6:40 AM	7:00 AM	7:13 AM	
	7:14	7:25	7:30	7:43	
	7:44	7:55	8:00	8:13	
	8:14	8:25	8:30	8:43	
	8:44	8:55	9:00	9:13	
	9:14 AM	9:25 AM	9:30 AM	9:43 AM	10:08 AM
1:14 PM	1:44 PM	1:55 PM	2:00 PM	2:13 PM	
	2:14	2:25	2:30	2:43	
	2:44	2:55	3:00	3:13	
	3:14	3:25	3:30	3:43	
	3:44	3:55	4:00	4:13	
	4:14	4:25	4:30	4:43	
	4:44	4:55	5:00	5:13	
	5:14	5:25	5:30	5:43	
	5:44 PM	5:55 PM	6:00 PM	6:13 PM	6:38 PM
9:44 PM	10:14 PM	10:25 PM	10:30 PM	10:43 PM	
	10:44	10:55	11:00	11:13	
	11:14 PM	11:25 PM	11:30 PM	11:43 PM	12:08 AM

# EXHIBIT "D" Schedule of Fee Payments

## Link 58 Shingle Creek Service Costs

Effective: August 1, 2020

Daily:

AM Peak Start	6:29 AM
AM Peak End	9:43 AM
AM Peak Hours	3.23
Deadhead	0.92
AM Peak Platform Hours	4.15

MID-DAY Start	No Mid-day Service
MID-DAY End	No Mid-day Service
MID-DAY Hours	0.00
Deadhead	0.00
MID-DAY Platform Hours	0.00

PM Peak Start	1:44 PM
PM Peak End	6:13 PM
PM Peak Hours	4.48
Deadhead	0.92
PM Peak Platform Hours	5.40

NIGHT Start	10:14 PM
NIGHT End	11:43 PM
NIGHT Hours	1.48
Deadhead	0.92
NIGHT Platform Hours	2.40

Single Day Total Platform Hours	1.95
---------------------------------	------

Days to Operate	(Fiscal Year 2020)	365
Days to Operate	(FISCAL LEAL 2020)	303

Total Fiscal Year 2020 Platform Hours	4,361.75
	· · · · · · · · · · · · · · · · · · ·

Hourly Cost	\$49.53
•	

#### Total Fiscal Year 2020 Operating Cost \$216,037

# Universal Blvd Property Owners Assn Transit Service Costs Exhibit B

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

### Fixed Route Operating Costs

Link Services	Hours	Amount
Link 58	4,362	\$216,037
	4,362	\$216,037

Net Funding Request from County \$216,037

# FY2021 Billing Schedule

October-20	\$18,003
November-20	\$18,003
December-20	\$18,003
January-21	\$18,003
February-21	\$18,003
March-21	\$18,003
April-21	\$18,003
May-21	\$18,003
June-21	\$18,003
July-21	\$18,003
August-21	\$18,003
September-21	\$18,004

**Annual Funding Request from County** 

\$216,037

# LYNX Finance & Audit C@mmittee Agenda

#### Discussion Item #7.A.

To: LYNX Finance & Audit Committee

From: Leonard Antmann

Director Of Finance **Tamara Enders**(Technical Contact)

Phone: 407.841.2279 ext: 6125

**Item Name:** Discussion on Insurance Renewal

Date: 9/17/2020

LYNX staff will present a discussion on Insurance Renewal.