

# LYNX Finance & Audit Committee Agenda



Meeting Date: 9/19/2019

Meeting Time: 2:00 PM

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

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

## 1. Call to Order

## 2. Approval of Committee Minutes



Finance Committee Minutes - August 16, 2019

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. Committee Discussion Items



A. Presentation on Bus Shelters

Pg 7

-Attachments



## 6. Committee Action Items



A. Authorization to Approve Insurance Renewal

Pg 23



B. Authorization to Execute Change Order #2 in the Amount of \$310,955 to McCree General Contractors & Architects, Inc. for the LOC Expansion Project

Pg 25



C. Authorization to Change the Longevity Program to Annual Lump-Sum Payment Policy

Pg 28

-Attachments



D. Authorization to Approve the Top Rate Increase Based on Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1749

Pg 31
















E. Authorization to Release a Request for Proposal (RFP) for Auditing Services

Pg 33

-Attachments



- F.  Authorization to Issue a Contract to SPX d/b/a Genfare for Procurement of Fast Fare Fareboxes and Associated Hardware for Acceptance of Fare from Cash, Smart Cards, and Mobile Ticketing for an amount not to exceed \$4,880,740 Pg 39
- G.  Authorization to Extend the Contract Year Two for Purchase Transportation Services Provided by Taxi and Transportation Network Companies (TNC) and Increase the Spending Authority by \$8,233,500 through the end of FY2020 Pg 42
- H.  Authorization to Execute Bus Service Agreements: 1.) #20-C001 with the Econ River High School - Greater Orlando Campus (SHS) in the Amount of \$225,335.68 for a Period of One (1) Year; 2.) #18-C145 with Reedy Creek Improvement District (RCID) in the Amount of \$342,995 for a Period of One (1) Year; and 3.) #... with Lake County in the Amount of \$... for a Period of One (1) Year Pg 44
- Attachments  
- I.  Authorization to Enter into the FY2020 Service Funding Agreements with the Regional Funding Partners Pg 74
- Attachments    
- J.  Authorization to Enter into the FY2020 Service Funding Agreements with the Municipal Funding Partners Pg 183
- Attachments  

## 7. Other Business

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 16, 2019**

**TIME:**       **2:00 p.m.**

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**Members in Attendance:**

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

**Staff in Attendance:**

Bert Francis, Chief Financial Officer  
John Slot, Chief Innovation & Sustainability Officer  
Leonard Antmann, Director of Finance  
Norman Hickling, Director of Mobility Services  
Michelle Daley, Manager of Financial Planning & Budgets

**Members Absent:**

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**1. Call to Order**

Chair Clavijo called the meeting to order at 2:00 p.m.

**2. Approval of Minutes**

Chair Clavijo requested a motion for approval of the Finance & Audit Committee minutes from the July 18, 2019, Finance & Audit Committee meeting. Motion to approve the July 18, 2019, minutes was made by Tim Jecks, 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 Bert Francis, LYNX Chief Financial Officer. Mr. Francis stated that the FTA completed the triennial audit, and we are working on some of the comments that were compliance related.

Pat Christiansen is working with Shingle Creek, and we are waiting for them to hold their Board meeting in September. This increase would start in January.

We have finalized our negotiations with the 1596 Operators union and the 1749 Supervisors union. The Supervisors Union will hold a vote later this month to approve the contract amendment. Both unions, if approved, will receive a three and a half percent increase in top of wage rates.

Our auditing firm, Cherry Bekaert is starting our end of the year financial audit. Ron Conrad will come and give a presentation on the audit plan in September.

#### **5. Committee Discussion Items**

##### **A. Recap of the FY2019 3rd Quarter Operating Results**

Mr. Francis continued with this item. We had a couple of corrections on the presentation, and a new presentation was handed out. There was a correction to the percentages that were displayed on the chart, all of the dollar amounts stayed the same. We have done well through the third quarter. We had projected to use \$4.5 million in reserves, but we have only used about \$2.5 million. There was a slight decrease in revenues in June, so we are watching customer's fares. We have revised the figures to show this decrease. We will be changing the way that our budget software shows the revenue and expenses, so this should look different next month. The fixed-route side is tracking where we thought, except for the dip in June. The paratransit revenues are down slightly. Our expenses have gone down due to a lot of open positions in our call center. The fuel costs with MV Transportation have decreased as well. The overall paratransit numbers net against the fixed route numbers is where we get the two million. We are a little bit ahead of where we thought we would be for the year.

#### **6. Committee Action Items**

##### **A. Authorization to Approve the Top Rate Increase Based on Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1596**

Mr. Francis continued with this item. We negotiated with the union for a three and a half percent increase to top of grade. This was included in the FY2020

proposed budget. Jo Santiago abstained from voting and filled out a Memorandum of Voting Conflict form. Motion to Approve the Top Rate Increase Based on Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1596 was made by Kurt Peterson, second by Michelle McCrimmon. Motion passed unanimously.

**B. Authorization to Purchase Fifty Seven (57) Paratransit and Five (5) NeighborLink Replacement Vehicles with Conversion Kits Allowing for Use of Compressed Natural Gas (CNG)**

Mr. Norman Hickling, Director of Mobility Services, made the presentation. We received authorization last month for the first part of the Paratransit and NeighborLink vehicles. These vehicles will bring us to a state of good repair with our replacement plan. Motion to authorize the purchase fifty seven (57) Paratransit and five (5) NeighborLink replacement vehicles with conversion kits allowing for use of compressed natural gas (CNG) was made by Kurt Peterson, second by Tim Jecks. Motion passed unanimously.

**C. Approval of the FY2020 Proposed Operating Budget**

Mr. Francis continued with this item. The Operating budget contains an increase of about five hundred thousand dollars without utilizing reserves. We have been able to move items around in the budget for this increase. If we eliminate the Polk County service, we will offset this loss in revenue by lowering expenses. We are utilizing the healthcare savings and we will eliminate the five driver positions for Polk County which will decrease the salary expense. We increased the amount for advertising revenue to cover some of the increases in paratransit expenses. We will have a work session with the Board of Directors at their August meeting. Motion to approve the FY2020 Proposed Operating Budget made by Michelle McCrimmon, second by Jo Santiago. Motion passed unanimously.

**D. Approval of the FY2020 Proposed Capital Budget**

Mr. Francis continued with this item. The largest item in the budget is vehicles. We are looking to purchase an additional thirty-four (34) forty foot CNG buses and eight electric buses. These will all be replacement vehicles. We are also looking to replace seventy-seven paratransit vehicles, one hundred thirty-four Van Pool vehicles, fifteen NeighborLink vehicles, and up to eight sub-recipient 5310 vehicles. We will replace the fareboxes on the entire fleet and we are planning on adding over forty shelters. The LOC expansion should be done by March, and we will have improvements throughout the facilities. We are still looking for a southern operations facility.

Motion to approve the FY2020 Proposed Capital Budget was made by Tim Jecks, second by Kurt Petersen. Motion passed unanimously.

## **7. Other Business**

No other business was discussed.

**The meeting adjourned at 3:12 p.m.**

# LYNX Finance & Audit Cmmittee Agenda

## Finance Committee Discussion Item #5.A.

**To:** LYNX Finance & Audit Committee

**From:** Albert Francis  
Chief Financial Officer  
Jeffrey Reine  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Presentation on Bus Shelters

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Jeff Reine, Senior Project Manager, will provide a presentation on bus shelters.





# LYNX Amenities Plan FY 2019/2020

8 of 221

## Presentation to LYNX Board of Directors



# History of Bus Shelter Program

- Started in 1994
- From 1994 to 2010, 495 shelters have been installed throughout the system
- From 2010 to present, 646 shelters have been installed throughout the system
- Current shelter total - 1,135 out of 4,364 stops (26 percent)

# Shelters per jurisdiction

- Orange (includes City of Orlando)  
803 (3,261 stops) (25%)
- Seminole  
172 (503 stops) (34%)
- Osceola  
160 (512 stops) (31%)

# Requirements for Shelter Installation

- Available right of way-8 feet with curb, 21-24 feet without curb
- Sight Distance
- Americans with Disabilities Act
- Ridership-25 passengers per day
- Partnerships
- Florida Administrative Code 14-20.003

# Jurisdiction-based Amenity Programs

## Orange County-

- Direct contract for placement of benches
- LYNX installs bus shelters

## Seminole County-

- Direct contract for placement of benches
- LYNX installs bus shelters

# Jurisdiction-based Amenity Programs

## Osceola County-

- Direct contract for placement of benches
- Direct exclusive contract with 20/20 Media for placement of shelters
- LYNX has previously planned shelters but not able to install due to exclusive contract within unincorporated county and City of St Cloud

## City of Orlando-

- LYNX installs bus shelters

# **FY 2019/2020 Shelter and Amenities Plan-Orange County**

## **-FY 2019**

- Started final design on Pine Hills Transfer Center and Florida Mall Transfer Center
- 5 shelter sites started, will continue into FY 2020

## **-FY 2020**

- Construction to start on Pine Hills Transfer Center and Florida Mall Transfer Center



# FY 2019/2020 Shelter and Amenities Plan-Orange County



# **FY 2019/2020 Shelter and Amenities Plan-Seminole County**

## **-FY 2019**

- 9 sites started, will continue construction into FY 2020

## **-FY 2020**

- 18 sites planned for construction.

# FY 2019/2020 Shelter and Amenities Plan-Seminole County



# **FY 2019/2020 Shelter and Amenities Plan-Osceola County**

## **-FY 2019**

- 2 sites under construction
  - One is on private property (Poinciana Medical Center)
  - One is in City of Kissimmee

## **-FY 2020**

- 3 shelters at Valencia College
- Coordination on 2 shelters in City of St Cloud



# FY 2019/2020 Shelter and Amenities Plan-Osceola County



# **FY 2019/2020 Shelter and Amenities Plan-City of Orlando**

## **-FY 2019**

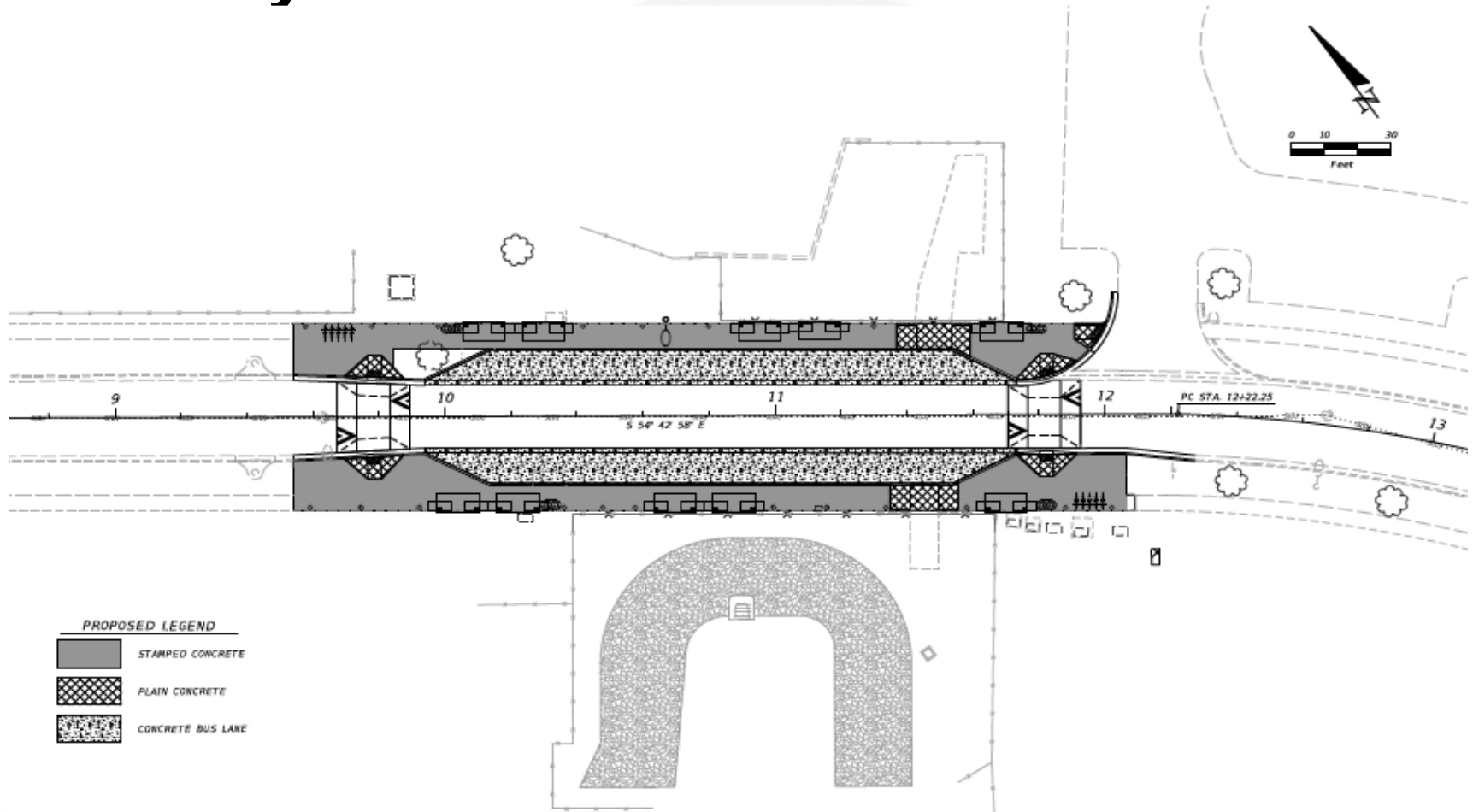
- Started final design on Rosemont Transfer Center
- Start design on 8 bus shelters for Mercy Drive

## **-FY 2020**

- Construction of Rosemont Transfer Center (includes 10 shelters)
- Construction of 8 bus shelters on Mercy Drive



# FY 2019/2020 Shelter and Amenities Plan-City of Orlando



# FY 2019/2020 Shelter and Amenities Plan-City of Orlando



# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.A.

**To:** LYNX Finance & Audit Committee

**From:** Albert Francis  
Chief Financial Officer  
Melanie Stanisic  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Approve Insurance Renewal

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting Board of Director's authorization for the Chief Executive Officer (CEO) or designee, with the assistance of Arthur J. Gallagher, Broker, to negotiate premium and bind coverage on behalf of LYNX for the upcoming one year renewals October 1, 2019 to October 1, 2020 for a Not-to-Exceed amount of \$460,954.

### **BACKGROUND:**

LYNX is self-insured for bodily injury liability and vehicle collision damage resulting from operation of its fleet of revenue vehicles and support vehicles pursuant to Florida State Statute (F.S.S.) 627.733(3)(b) incorporating 768.28(15). Supplementing this retention of risk is coverage for damage to its vehicles under an auto physical damage policy. As a public entity, LYNX is not subject to the Financial Responsibility laws pursuant to Chapter 324 F.S.S., the Personal Injury Protection (PIP)/No-Fault Laws per Section 627.736 F.S.S., nor is LYNX required to provide medical payments or uninsured motorist coverage. LYNX' liability is limited by Section 768.28, F.S.S. to \$200,000 per person, \$300,000 per incident.

LYNX protects other areas of significant loss exposure through a commercial insurance program with the brokerage services of Arthur J. Gallagher. The program is partially insured, with modest deductibles. The coverages listed below are fully insured through a Package Insurance Policy issued by Preferred Governmental Insurance Trust (PGIT). PGIT also provides a separate policy for Road Rangers, for which the premiums are reimbursed 100% by FDOT.

# LYNX Finance & Audit Committee Agenda

Line of Coverage	FY19	FY20	FY19-FY20	
	Premium	Premium	Variance	% Change
General Liability	\$33,370	\$34,310	\$940	2.75%
Crime	\$1,175	\$1,175	\$0	0%
Public Officials & EPL	\$88,317	\$92,821	\$4,504	5.00%
Auto Physical Damage	\$225,523	\$260,000	\$34,477	14.00%
Road Ranger Auto Liability	\$53,658	\$47,141	(\$6,517)	-12.20%
Road Ranger Auto Physical Damage	\$18,668	\$25,507	\$6,839	26.80%
<b>TOTAL</b>	<b>\$420,711</b>	<b>\$460,954</b>	<b>\$40,243</b>	<b>8.75%</b>

The Auto Physical Damage rate, which is a flat charge, has increased. This is due to an increase in values and exposure resulting from higher values for new buses added to the fleet while older ones at a lesser value are being retired, along with unfavorable physical damage loss experienced over the last few years.

Insurance coverages not included above are on an April 1 renewal cycle. Those coverages are Property, Fiduciary and Pollution Liability. A separate Board item will be prepared for the March 2020 Board Meeting for authorization to bind coverage for those insurance policies that renew on April 1.

## **FISCAL IMPACT:**

LYNX staff included \$607,614 in FY2020 Preliminary Operating Budget for Insurance Premiums. Of this amount, \$461,000 is allocated for the above listed policies and \$146,614 has been allocated for the Property, Environmental and Fiduciary Insurance which renews on April 1st. The expenses related to the Road Ranger program are reimbursed 100% by FDOT.

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.B.

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Execute Change Order #2 in the Amount of \$310,955 to McCree General Contractors & Architects, Inc. for the LOC Expansion Project

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors authorization to execute change order #2 in the amount of \$310,955.00 McCree General Contractors & Architects, Inc. for alternate changes identified during the final design and engineering of the LOC Expansion Project.

### **BACKGROUND:**

The purpose of the new LOC Paratransit Expansion Project is to transition out of the McLeod facility. The current facility houses 204 paratransit vehicles. There are currently 35 administrative employees working at this location, with approximately 291 Bus Operators operating/reporting to this location on a daily basis.

McCree General Contractors & Architects, Inc. and LYNX project team value engineered the original scope design of the project. In addition, it has now been determined that FDOT will be funding a portion of this project for approximately \$2.5 million with a \$2.5 million match from LYNX. The project team has determined alternate options to provide a more efficient workflow and increased operational sustainability.

On September 29, 2018, LYNX Chairman, Lee Constantine, approved the SEC recommendation to award the contract to McCree General Contractors & Architects, Inc. for this project in the amount \$3,734,166. On October 3, 2018, McCree received the Notice to Proceed (NTP) to construct the new LOC Paratransit Expansion Project.

On February 28, 2019, the LYNX Board of Directors approved Change Order # 1 in the amount of \$800,955 for the LOC Expansion Project. Items included in this change order included: This

# LYNX Finance & Audit Committee Agenda

change order consists of the original administrative building, establishing a maintenance facility, including a security system tie-in, additional bus wash bays to increase efficiency, Haz-Mat storage, additional motorized gate for entrance at abandoned cul-de-sac location, and a larger backup generator for emergency dispatch.

Change Order # 2 represents additional items needed as a result of the increased bus wash bays, various access control RFID readers, permit required items (survey, landscape buffers), fencing for parts storage, added restrooms for maintenance building and an expanded maintenance office.

<b>Project Detail</b>
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Description	Original Budget	CO #1	CO #2	Revised Total
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Sitework	\$1,796,556			\$1,796,556
Admin Building	\$390,805	(\$299,378)		\$91,427
Architecture and Engineering	\$204,912			\$204,912
Equipment	\$238,050			\$238,050
Electrical	\$243,000			\$243,000
All other items	\$860,843			\$860,843
Maintenance Bldg		\$252,561	\$35,632	\$288,193
Security System Tie In		\$86,237		\$86,237
Added Haz-Mat Storage		\$265,783		\$265,783
Bus Wash -		\$205,590	\$69,539	\$275,129
Additional 2nd Bus Wash (Smaller) -		\$167,686		\$167,686
Other		\$122,476		\$122,476
Added Permit items			\$89,702	\$89,702
Access Control and parts storage			\$116,082	\$116,802
<b>Total Construction Contract</b>	<b>\$3,734,166</b>	<b>\$800,955</b>	<b>\$310,955</b>	<b>\$4,846,076</b>

CEI Services	\$227,000			\$227,000
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Contingencies	\$322,706	\$347,085	(\$310,955)	\$358,836
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# LYNX Finance & Audit mmittee Agenda

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<b>PROJECT COST</b>	<b>\$4,283,872</b>	<b>\$1,148,040</b>	<b>-0-</b>	<b>\$5,431,912.00</b>
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<b>Funding Analysis</b>
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FDOT Funding				\$2,500,000
LYNX Matching Portion				\$2,500,000
FTA Funding (Design)				\$204,912
FTA Funding (CEI)				\$227,000
<b>TOTAL PROJECT FUNDING</b>				<b>\$5,431,912</b>

## **FISCAL IMPACT:**

The Change Order #2 is funded from the contingency, therefore there is no budget change to the original project.

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.C.

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Change the Longevity Program to Annual Lump-Sum Payment Policy

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Authorization for the Chief Executive Officer (CEO) or designee to change the Longevity Program Policy to Annual Lump-Sum Payment Policy

### **BACKGROUND:**

The current Longevity Program was effective October 25, 2001. The purpose of this policy was to encourage employees to remain in our employ and to enjoy a long-term relationship with the agency. The policy allowed the employees that reached the top of their respective salary classification to be eligible to receive a one-time compensation payment when salary increases were approved within budgetary constraints each fiscal year. During the creation of this policy, a not to exceed amount of \$1,500 was established for the one-time compensation payment. Changing this policy will allow employees to receive the full lump sum annual compensation increase that other employees are receiving, rather than capping it at \$1,500.

It is the Authority's request to change the name of the policy to Annual Lump-Sum Payment and update the language to remove the not to exceed amount of \$1,500.

This policy currently effects 20 employees which have reached the top of their respective salary classification and equates to a financial impact of approximately \$10,203.

### **FISCAL IMPACT:**

LYNX staff included a 3.5% increase for all staff in the Preliminary FY2020 Operating Budget. Therefore there is no budget impact from this policy change.

29 of 221



the employee will receive an increase up to the maximum base pay plus an additional annual lump sum that together with the increase in base pay equals the approved total base pay increase (base pay adjustment plus lump sum payment).

**EXCEPTIONS TO THIS POLICY:**

Any exceptions to this policy must be pre-approved by the Chief Executive Officer.

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.D.

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Approve the Top Rate Increase Based on Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1749

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve a 3.5% increase to the top rate based on the wage re-opener with Amalgamated Transit Union (ATU) 1749 for fiscal year 2020.

### **BACKGROUND:**

Employees of the Amalgamated Transit Union (ATU) Local 1749 are classified as Maintenance and Transportation Supervisors. The contract dated October 1, 2017 through September 30, 2020 is a three-year collective bargaining agreement that includes the right to request a re-opener in year three.

On June 3, 2019, LYNX staff was informed of Amalgamated Transit Union (ATU) Local 1749 desire to exert their right to request a re-opener. Labor Negotiations took place on August 16, 2019. The negotiating teams consisted of the following:

#### **Management**

James Seegers, LYNX' Legal Counsel  
Megan Martin, LYNX' Legal Counsel  
Bert Francis, CFO  
Terri Setterington, Director of Human Resources

#### **Union**

Scott Penvose, President  
Jayne Walker, Financial Secretary  
James Norman, Executive Board Member

# LYNX Finance & Audit Cmmittee Agenda

The tentative agreement resulting from this meeting is as follows:

1. A 3.5% change to the top rate the first full pay period in October 2019.

## **FISCAL IMPACT:**

LYNX staff included funds in the Proposed FY2020 Operating Budget to support the implementation of this contract. Future years will be budgeted based on the approved Union contract.



# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.E.

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6058

**Item Name:** Authorization to Release a Request for Proposal (RFP) for Auditing Services

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for audit services. The contract term will be for an initial three (3) year period with two (2) one year options.

### **BACKGROUND:**

Contract 15-C12 with Cherry Bekaert, LLP expires July 22, 2020. The existing contract will include FY2019 Single Audit and Financial Report testing, as well as submission of the Comprehensive Annual Financial Report (CAFR). The requested RFP will authorize future audit services beyond FY2019; from FY2020 for an initial three year period with 2 one year options through FY2024.

The Single Audit Act Amendments of 1996 require state or local governments expending \$500,000 or more in a year in Federal Financial Assistance to have an audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133. In addition, the State of Florida enacted similar legislation, the Florida Single Audit Act, related to the audits of State Financial Assistance. Pursuant to these Acts, LYNX is requesting a statement of qualifications and proposals from firms interested in and capable of providing auditing services.

LYNX's FY2019 Single Audit and Financial Report testing contracted fee is \$107,000.

### **FISCAL IMPACT:**

The FY2020 Proposed Operating Budget includes \$114,500 for audit services.

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"long-term debt" means any agreement or series of agreements to pay money, which, at inception, contemplate terms of payment exceeding 1 year in duration.

Section 14. Present subsection (3) of section 218.33, Florida Statutes, is renumbered as subsection (4), and a new subsection (3) is added to that section, to read:

218.33 Local governmental entities; establishment of uniform fiscal years and accounting practices and procedures.—

(3) Each local governmental entity shall establish and maintain internal controls designed to:

(a) Prevent and detect fraud, waste, and abuse as defined in s. 11.45(1).

(b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

(c) Support economical and efficient operations.

(d) Ensure reliability of financial records and reports.

(e) Safeguard assets.

Section 15. Subsections (2), (3), and (4) of section 218.391, Florida Statutes, are amended, and subsection (9) is added to that section, to read:

218.391 Auditor selection procedures.—

(2) The governing body of a ~~charter~~ county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection ~~audit~~ committee.

(a) The auditor selection committee for a ~~Each noncharter~~ county ~~must shall establish an audit committee that,~~ at a minimum, ~~shall~~ consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the

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State Constitution, or their respective designees ~~a designee,~~  
and one member of the board of county commissioners or its  
designee.

(b) The auditor selection committee for a municipality,  
special district, district school board, charter school, or  
charter technical career center must consist of at least three  
members. One member of the auditor selection committee must be a  
member of the governing body of an entity specified in this  
paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief  
financial officer of the county, municipality, special district,  
district school board, charter school, or charter technical  
career center may not serve as a member of an auditor selection  
committee established under this subsection; however, an  
employee, a chief executive officer, or a chief financial  
officer of the county, municipality, special district, district  
school board, charter school, or charter technical career center  
may serve in an advisory capacity.

(d) The primary purpose of the auditor selection ~~audit~~  
committee is to assist the governing body in selecting an  
auditor to conduct the annual financial audit required in s.  
218.39; however, the ~~audit~~ committee may serve other audit  
oversight purposes as determined by the entity's governing body.  
The public may ~~shall~~ not be excluded from the proceedings under  
this section.

(3) The auditor selection ~~audit~~ committee shall:

(a) Establish factors to use for the evaluation of audit  
services to be provided by a certified public accounting firm  
duly licensed under chapter 473 and qualified to conduct audits



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581 in accordance with government auditing standards as adopted by  
582 the Florida Board of Accountancy. Such factors shall include,  
583 but are not limited to, ability of personnel, experience,  
584 ability to furnish the required services, and such other factors  
585 as may be determined by the committee to be applicable to its  
586 particular requirements.

587 (b) Publicly announce requests for proposals. Public  
588 announcements must include, at a minimum, a brief description of  
589 the audit and indicate how interested firms can apply for  
590 consideration.

591 (c) Provide interested firms with a request for proposal.  
592 The request for proposal shall include information on how  
593 proposals are to be evaluated and such other information the  
594 committee determines is necessary for the firm to prepare a  
595 proposal.

596 (d) Evaluate proposals provided by qualified firms. If  
597 compensation is one of the factors established pursuant to  
598 paragraph (a), it shall not be the sole or predominant factor  
599 used to evaluate proposals.

600 (e) Rank and recommend in order of preference no fewer than  
601 three firms deemed to be the most highly qualified to perform  
602 the required services after considering the factors established  
603 pursuant to paragraph (a). If fewer than three firms respond to  
604 the request for proposal, the committee shall recommend such  
605 firms as it deems to be the most highly qualified.

606 (4) The governing body shall inquire of qualified firms as  
607 to the basis of compensation, select one of the firms  
608 recommended by the auditor selection ~~audit~~ committee, and  
609 negotiate a contract, using one of the following methods:

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610 (a) If compensation is not one of the factors established  
611 pursuant to paragraph (3)(a) and not used to evaluate firms  
612 pursuant to paragraph (3)(e), the governing body shall negotiate  
613 a contract with the firm ranked first. If the governing body is  
614 unable to negotiate a satisfactory contract with that firm,  
615 negotiations with that firm shall be formally terminated, and  
616 the governing body shall then undertake negotiations with the  
617 second-ranked firm. Failing accord with the second-ranked firm,  
618 negotiations shall then be terminated with that firm and  
619 undertaken with the third-ranked firm. Negotiations with the  
620 other ranked firms shall be undertaken in the same manner. The  
621 governing body, in negotiating with firms, may reopen formal  
622 negotiations with any one of the three top-ranked firms, but it  
623 may not negotiate with more than one firm at a time.

624 (b) If compensation is one of the factors established  
625 pursuant to paragraph (3)(a) and used in the evaluation of  
626 proposals pursuant to paragraph (3)(d), the governing body shall  
627 select the highest-ranked qualified firm or must document in its  
628 public records the reason for not selecting the highest-ranked  
629 qualified firm.

630 (c) The governing body may select a firm recommended by the  
631 audit committee and negotiate a contract with one of the  
632 recommended firms using an appropriate alternative negotiation  
633 method for which compensation is not the sole or predominant  
634 factor used to select the firm.

635 (d) In negotiations with firms under this section, the  
636 governing body may allow a designee to conduct negotiations on  
637 its behalf.

638 (9) If the entity fails to select the auditor in accordance



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with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

Section 16. Paragraph (e) of subsection (4), paragraph (d) of subsection (5), and paragraph (d) of subsection (6) of section 373.536, Florida Statutes, are amended to read:

373.536 District budget and hearing thereon.-

(4) BUDGET CONTROLS; FINANCIAL INFORMATION.-

(e) ~~By September 1, 2012,~~ Each district shall provide a monthly financial statement in the form and manner prescribed by the Department of Financial Services to the district's governing board and make such monthly financial statement available for public access on its website.

(5) TENTATIVE BUDGET CONTENTS AND SUBMISSION; REVIEW AND APPROVAL.-

(d) Each district shall, by August 1 of each year, submit for review a tentative budget and a description of any significant changes from the preliminary budget submitted to the Legislature pursuant to s. 373.535 to the Governor, the President of the Senate, the Speaker of the House of Representatives, the chairs of all legislative committees and subcommittees having substantive or fiscal jurisdiction over water management districts, as determined by the President of the Senate or the Speaker of the House of Representatives, as applicable, the secretary of the department, and the governing body of each county in which the district has jurisdiction or derives any funds for the operations of the district. The tentative budget must be posted on the district's official

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.F.

**To:** LYNX Finance & Audit Committee

**From:** William Slot  
Chief Innovation Sustain Off  
Kenneth Jamison  
(Technical Contact)  
Leonard Antmann  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6146

**Item Name:** Authorization to Issue a Contract to SPX d/b/a Genfare for Procurement of Fast Fare Fareboxes and Associated Hardware for Acceptance of Fare from Cash, Smart Cards, and Mobile Ticketing for an amount not to exceed \$4,880,740

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a contract to SPX d/b/a Genfare for procurement of Fast Fare Fareboxes and associated hardware for acceptance of fare from cash, smart cards, and mobile ticketing for an amount not to exceed \$4,880,740.

### **BACKGROUND:**

LYNX installed Genfare Odyssey electronic validating fareboxes on the fixed-route fleet in 2001. All fixed-route buses delivered since that date have been ordered with the Odyssey farebox. This system is now aging and experiencing hardware breakdowns at an increased frequency.

The LYNX Board of Directors authorized at its August 9, 2012 meeting for the CEO or designee to negotiate and award a contract for ticket vending machines and affiliated computer services to ACS Transport Solutions, Inc., which became a subsidiary of Conduent, Inc. LYNX is continuing to work with SunRail and their vendor Conduent, Inc. to allow customers to load electronic versions of LYNX fare media to their SunCard and to use SunCard for fare payment on-board LYNX transit vehicles. This will require the ability to electronically read and process smart card transactions on-board LYNX vehicles. LYNX will not procure the ticket vending machines or on-board validators proposed in the original contract, which will release \$899,670 in grant funding that can be used toward the purchase of the new fareboxes.

The LYNX Board of Directors authorized at its July 27, 2017 meeting for the CEO or designee to award a contract to Americaneagle.com for a mobile fare payment system that included



# LYNX Finance & Audit Committee Agenda

\$1,902,865 for on-board validators. LYNX deployed the Americaneagle.com mobile fare payment application on November 9, 2017. The mobile application produces a validation screen that includes a two-dimensional bar code that can be read by a compatible bar code reader. The pass is currently visually shown to the vehicle Operator for visual validation. Americaneagle.com identified additional components required during the design phase that resulted in a cost of \$2,373,018 to install validators. LYNX will not proceed with the purchase of the validators from Americaneagle.com, which will release \$1,902,865 in grant funding that can be used toward the purchase of the new fareboxes.

## **PROCUREMENT PROCESS:**

On January 24, 2019, the Board of Directors authorized LYNX staff to release a Request for Proposal (RFP) for consultant services for the purchase of electronic fareboxes and paratransit validators for acceptance of fare from cash, smart cars, and mobile ticketing.

RFP 19-R07 was released via GoLYNX.com, and DemandStar, on Friday, June 28, 2019 with responses due on Wednesday, August 21, 2019. One (1) proposal was received from Genfare, a division of SPX Corporation. The Procurement Department determined that single bid award is fair and reasonable, contacted non-bidders, and determined that Genfare's proposal was within the approved range of the Independent Cost Estimate, in accordance with LYNX policies and procedures.

The proposal was evaluated against the scope of services by the Source Evaluation Committee comprised of:

- Patricia Dolan, Finance Department
- David Franqui, Paratransit Division
- Ricky Gonzalez, Maintenance Division
- Rey Quinones, Transportation Division

The proposal was evaluated by the SEC members on the following criteria:

- Features and Functionalities (50 Points)
- Qualifications of Firm (20 Points)
- Cost and Price (20 Points)
- Staffing and Project Organization (5 Points)
- Project Management Plan (5 Points)

The committee met on Monday, September 9, 2019 and determined that the proposal was responsive to RFP 19-R07. A motion was passed by the committee to recommend that the LYNX Board of Directors authorize award of a Contract to Genfare, a division of SPX Corporation.

LYNX intends to install the fixed route portion of the fareboxes and associated hardware through this authorization. Procurement staff will negotiate the bid price with Genfare to minimize the

# LYNX Finance & Audit Cmmittee Agenda

cost of the installation. The bid includes \$623,877 in optional hardware that can be installed in the paratransit fleet as a later phase.

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

There was not a DBE participation goal assessed for this solicitation. However, the contractor has committed DBE sub-contracting participation of 9%.

## **FISCAL IMPACT:**

LYNX staff included \$4,880,740 in the FY20 Preliminary Capital budget for this project.

# LYNX Finance & Audit Cmmittee Agenda

## Finance Committee Action Item #6.G.

**To:** LYNX Finance & Audit Committee

**From:** Norman Hickling  
Director Of Mobility Services  
Selita Stubbs  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6169

**Item Name:** Authorization to Extend the Contract Year Two for Purchase Transportation Services Provided by Taxi and Transportation Network Companies (TNC) and Increase the Spending Authority by \$8,233,500 through the end of FY2020

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second year of three (3) existing contracts to September 30, 2020, for purchased transportation services provided by Taxi and Transportation Network Company (TNC) suppliers; OWL, Inc., City Cab Company of Orlando, LLC dba Mears, and UZURV Holdings, Inc., on behalf of LYNX Mobility Services. In addition, LYNX seeks to increase the spending authorization by \$8,233,500 for funding of the noted Taxi/TNC service providers thru FY2020.

### **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. This provided contract authorization not-to-exceed \$7,900,000 to support funding of TAXI/TNC transportation services throughout the remainder of FY2019.

# LYNX Finance & Audit Cmmittee Agenda

## **FISCAL IMPACT:**

LYNX staff included \$8,233,500 in the FY2020 Proposed Operating Budget for Taxi and TNC Services.

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.H.

**To:** LYNX Finance & Audit Committee

**From:** Tomika Monterville  
Director Of Plan & Develop  
Tomika Monterville  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6019

**Item Name:** Authorization to Execute Bus Service Agreements: 1.) #20-C001 with the Econ River High School – Greater Orlando Campus (SHS) in the Amount of \$225,335.68 for a Period of One (1) Year; 2.) #18-C145 with Reedy Creek Improvement District (RCID) in the Amount of \$342,995 for a Period of One (1) Year; and 3.) #... with Lake County in the Amount of \$... for a Period of One (1) Year

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the following Bus Service Agreements:

-Econ River High School – Greater Orlando Campus (SHS) in the amount of \$225,335.68 for a period of one (1) year;

-Reedy Creek Improvement District (RCID) in the amount of \$342,995 for a period of one (1) year; and

-Lake County in the amount of \$... for a period of one (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.

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

# LYNX Finance & Audit Committee Agenda

the daily operation of four (4) evening trips on the Link 50 and Link 56 and all service (two trips) on the Link 306.

Lake County: LYNX operates service on Link 55: West U.S. 192 Crosstown, which operates along West U.S. 192 between downtown Kissimmee and Four Corners, serving destinations along the U.S. 192 corridor. The agreement with Lake County calls for the operation of daily morning and afternoon/early evening service to the Four Corners area within Lake County, with service operating along U.S. 192, U.S. 27, and terminating at the Four Corners Walmart.

## **FISCAL IMPACT:**

LYNX staff included revenues from the above listed Bus Service Agreements in the FY2020 Preliminary Operating Budget as follows:

Reedy Creek	\$342,995
Econ River High School	\$194,850
Lake County	\$283,500

Econ River High School service increased since the initial budget was developed. LYNX staff will monitor the service and amend the budget accordingly at a future date.

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**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 new charter  
school in East Orange County, FL

**October 1, 2019**

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## **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.)

<b><u>Paragraph</u></b>	<b><u>Caption</u></b>	<b><u>Page Number</u></b>
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 “**Agreement**”) made and entered as of this 1st day of October, 2019, 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

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

ERHS 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**, 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 **Exhibit “A”** (the “**Service Area**”), attached hereto; and

**WHEREAS**, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

**Agreement** shall mean this Bus Service Agreement, as the same may be amended from time to time.

**Bus Service** shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

**Cost of Bus Service** shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2019, will be based on an estimated hourly rate of \$95.52 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.

<b><u>Client</u></b>	shall mean Econ River High School – Greater Orlando Campus, Inc.
<b><u>Farebox Revenue</u></b>	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.
<b><u>FDOT</u></b>	shall mean the Florida Department of Transportation.
<b><u>FTA</u></b>	shall mean the Federal Transit Administration.
<b><u>Monthly Cost of Bus Service</u></b>	shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<b><u>Monthly Farebox Revenue</u></b>	shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<b><u>Monthly Payment</u></b>	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.
<b><u>Net Monthly Cost of Bus Service</u></b>	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.
<b><u>Service Area</u></b>	shall mean the area indicated in <b><u>Exhibit “A”</u></b> attached hereto.
<b><u>Service Schedule</u></b>	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.;

(c) The changing transportation needs of the Client 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. **TERM.** This Agreement shall be effective on October 1, 2018 (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2019 (the “**Expiration Date**”), which is the funding period for providing the Bus Service as set forth in **Exhibit “A”** attached hereto.

No later than six (6) months before the end of 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. **TERMINATION.**

(a) **Termination at Will.** 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) **Termination for Breach.** 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. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “B”** 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. **PAYMENT FOR BUS SERVICE.** 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 is 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. **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: Maurice A. Jones, Manager of Procurement  
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) **Sovereign Immunity.** Each Party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service.** The Payments to be paid by 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) **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.



(j) **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with 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.

(l) **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the 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) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

(n) **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

14. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

15. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

[Signatures 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.**

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

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Print Name and Title of Person Signing)

Dated: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
James Harrison, Esq.  
Chief Executive Officer

Approved as to form only by General Counsel; for  
sole reliance by LYNX

AKERMAN LLP

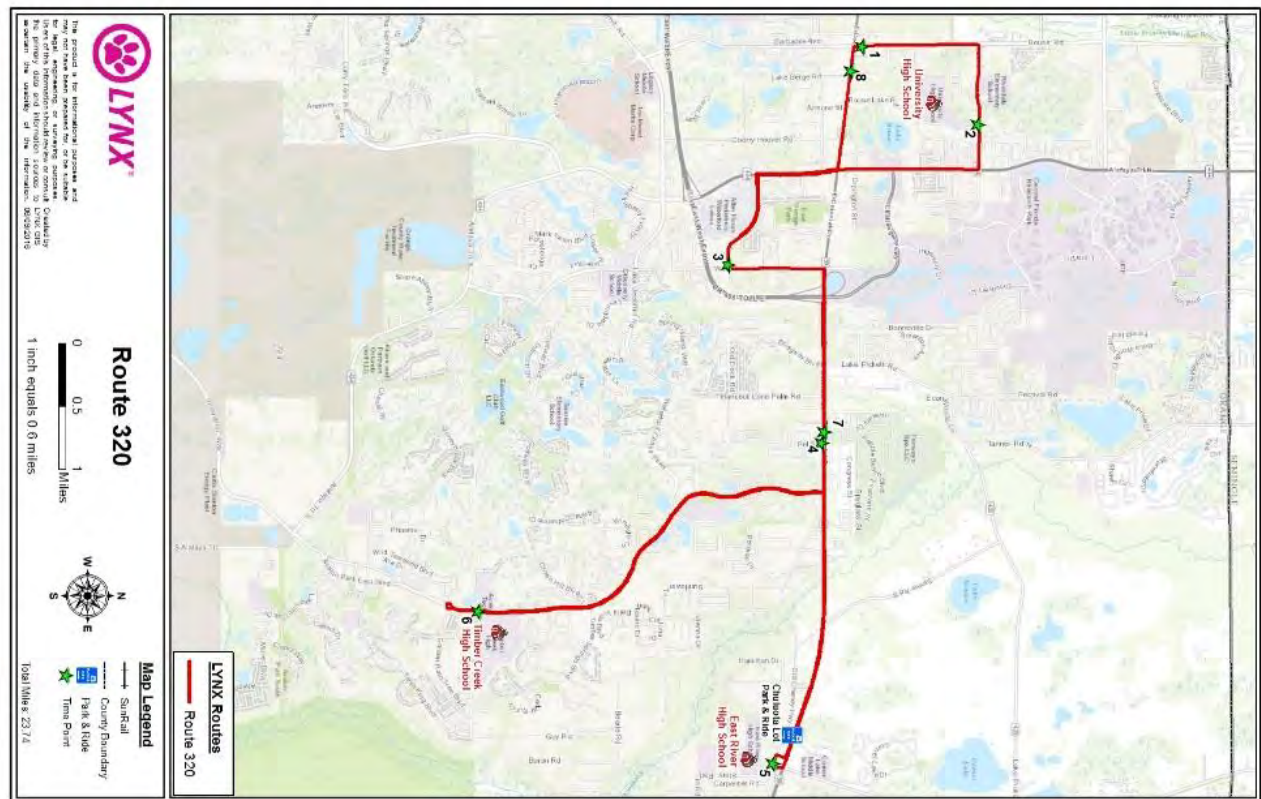
By: \_\_\_\_\_  
James Goldsmith

## 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 AUGUST 2018 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 BLVD	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

### FY2020 ECON RIVER HIGH SCHOOL SERVICE HOURS - LINK 320

		Mon-Thur	Fri	Sat	Sun	Total
		142	38	0	0	180
		Mon-Thur	Fri	Sat	Sun	Proposed Hours
320	CHARTER SCHOOL EAST ORANGE	12.87	12.87	0	0	2316.60
	Total	12.87	12.87	0	0	2316.60

Hourly Rate \$ 97.27

Gross Annual \$ 225,335.68

Estimated Fares \$ (22,122.43)

Estimated cost, Net of Fares \$ 203,213.25

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**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, 2019

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## **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)

<b><u>Paragraph</u></b>	<b><u>Caption</u></b>	<b><u>Page Number</u></b>
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 "**Agreement**") made and entered as of this 1st day of October 2019, 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**".

### **W I T N E S S E T H:**

**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. **DEFINITIONS.** For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

**Agreement**

shall mean this Bus Service Agreement, as the same may be amended from time to time.



<b><u>Bus Service</u></b>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on <b>Exhibit "B"</b> .
<b><u>Contributions</u></b>	shall mean, the RCID Contributions.
<b><u>Commuter Rail Funds</u></b>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<b><u>Commuter Rail Project</u></b>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<b><u>RCID</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>RCID Contributions</u></b>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$342,995 to be paid on the dates set forth.
<b><u>FDOT</u></b>	shall mean the Florida Department of Transportation.
<b><u>FTA</u></b>	shall mean the Federal Transit Administration.
<b><u>LYNX</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>Matching Contributions</u></b>	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.
<b><u>Service Area</u></b>	shall mean the area, as described and set forth in <b>Exhibit "A"</b> attached hereto.
<b><u>Service Route, Bus Route, or Bus Link</u></b>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in <b>Exhibit "B"</b> attached hereto.
<b><u>Service Schedule</u></b>	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.
<b><u>Term</u></b>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

(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 RCID to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2020 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "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.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of RCID paying to LYNX the sum of Three Hundred Forty-Two Thousand Nine Hundred Ninety-Five Dollars (\$342,995) payable in two payments of One Hundred Sixty-One Thousand Four Hundred Ninety-Eight Dollars (\$171,498) upon the effective date of Agreement and One Hundred Sixty-One Thousand Four Hundred Ninety-Seven Dollars (\$171,497) on or before September 30, 2020. 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.

6. **SECURITY DEPOSIT.** No security deposit is required of RCID under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by 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. **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. 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. **BOND.** RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.

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) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service.** The 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) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(j) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually

desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, RCID is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if RCID should fail to pay the requisite RCID Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(l) **Service Within and Outside the Service Area**. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit "B"**. 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. **COMPLETE AGREEMENT**. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

**[Signatures 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: \_\_\_\_\_, 2019

Akerman LLP, counsel for LYNX

By: \_\_\_\_\_  
Patrick T. Christiansen

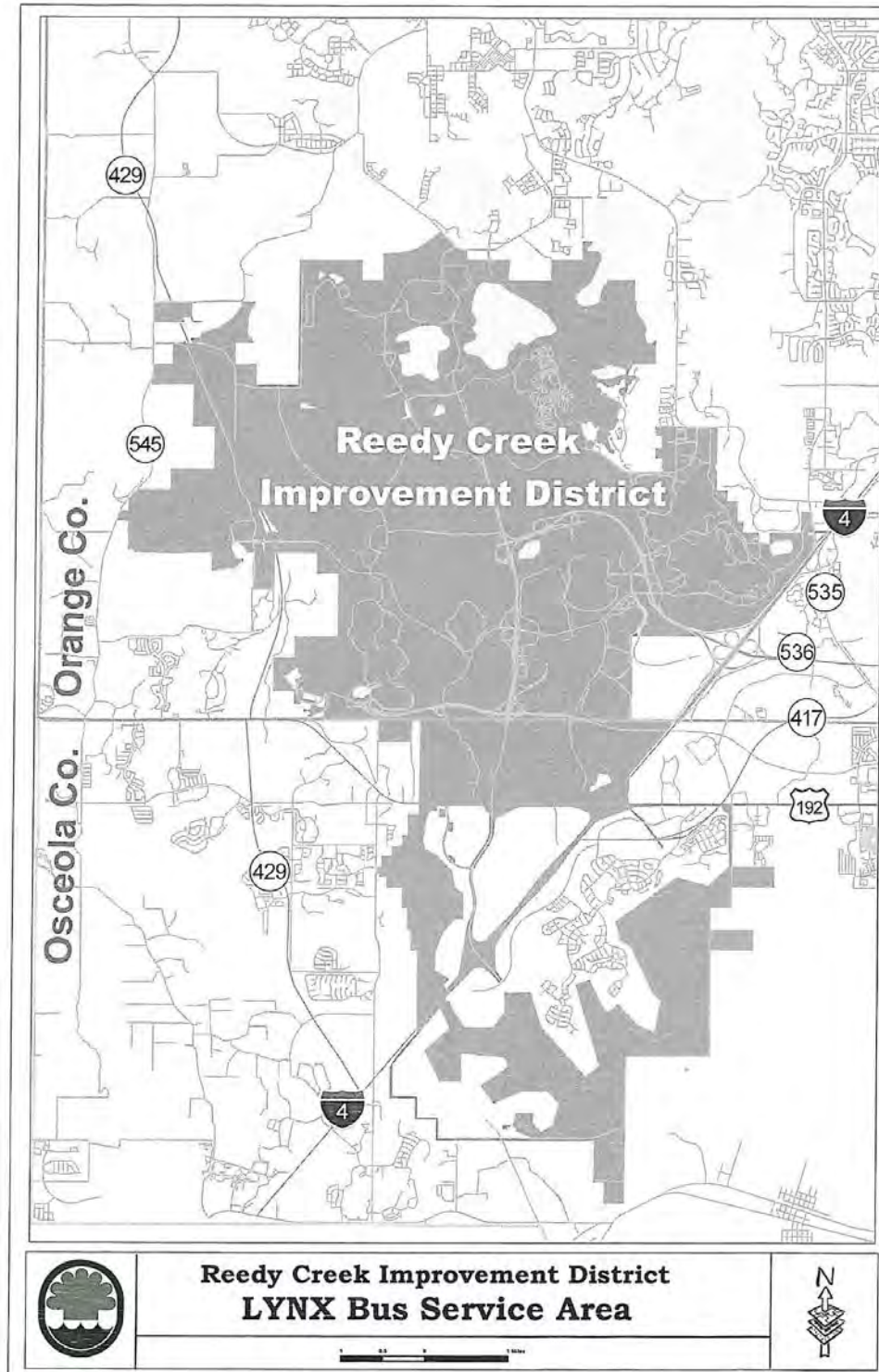
**REEDY CREEK IMPROVEMENT DISTRICT**

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, 2019 through September 30, 2020

Fixed Route Operating Costs	Amount
Link 50	\$139,094
Link 56	\$94,843
Link 306	\$109,058
	<b>\$342,995</b>

<b>Net Funding Request</b>	<b>\$342,995</b>
----------------------------	------------------

FY2020 Billing Schedule	
On or before 10/1/2019	\$171,498
On or before 9/1/2020	\$171,497
<b>Annual Funding Request</b>	<b>\$342,995</b>

## **EXHIBIT "B"**

### **Description of Lynx Bus Service, Times and Lynx Bus Routes**

Effective August 25, 2019

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

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

**END EXHIBIT "B"**

# **APPENDIX 1** **Of Exhibit "B"**

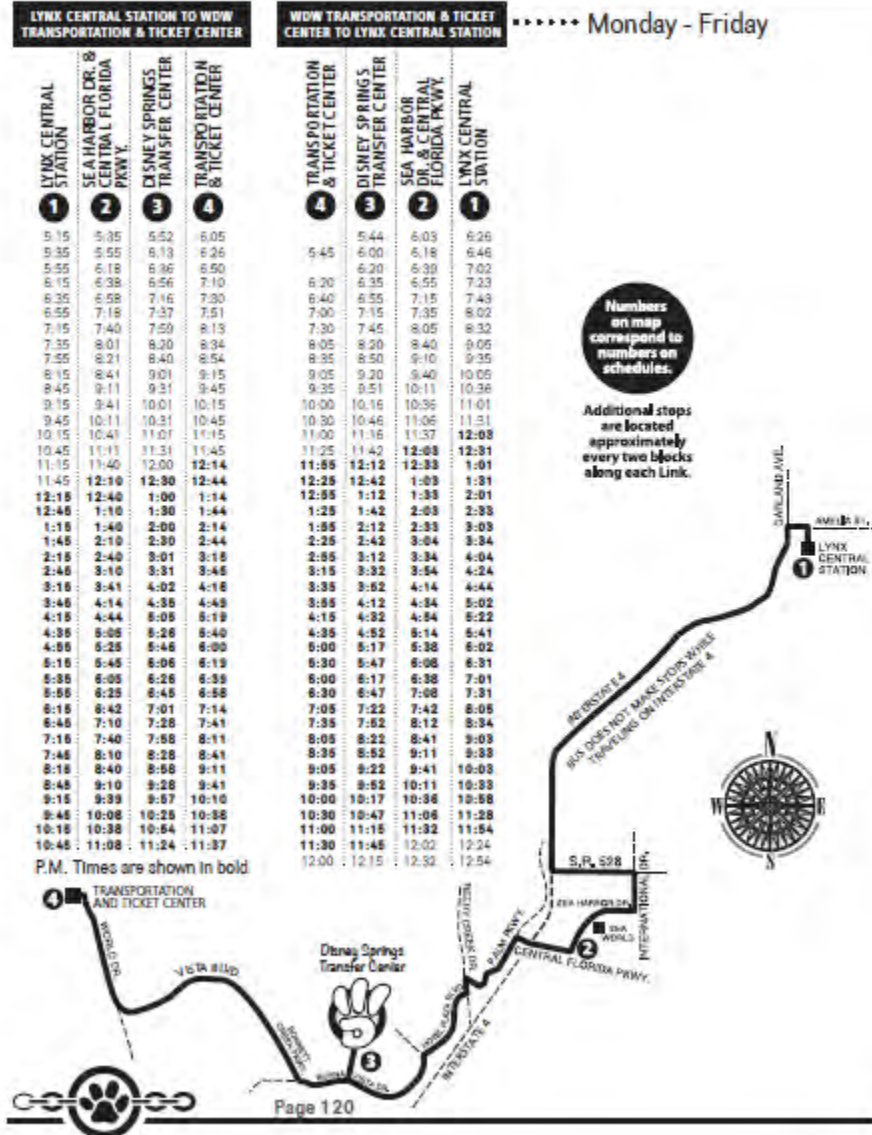
## **Graphical Depictions of Lynx Bus Service Routes**

### **Link 50**

**Downtown Orlando/Magic Kingdom**  
Monday-Sunday & Holiday service

- SERVING:**
- LYNX Central Station
  - SeaWorld
  - Disney Springs

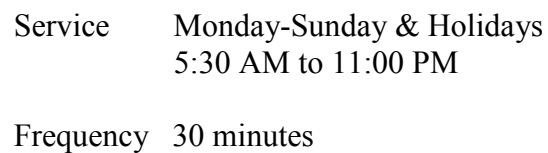
Walt Disney World Resort  
Transportation and  
Ticket Center



Monday–Sunday & Holiday  
service

- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and
- Ticket Center

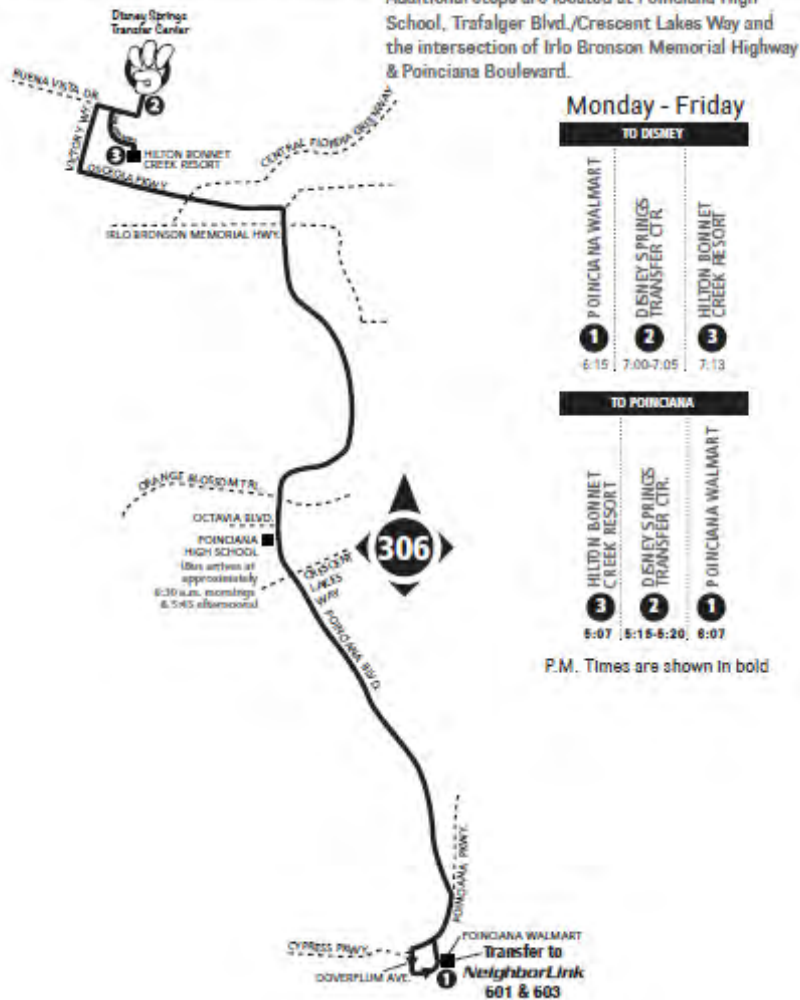
Magic Kingdom East Bus Station  
Disney University  
LYNX Kissimmee Intermodal  
Station



Disney Direct  
Monday-Sunday & Holiday  
service

- SERVING:**  
 • Polinola NeighborLink 603  
 • Polinola High School Polinola Walmart  
 • Disney Springs Transfer Center  
 • Hilton Bonnet Creek Resort  
 • NeighborLink 601

Monday - Friday



P.M. Times are shown in bold

**END APPENDIX 1**

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.I.

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Director Of Finance  
Michelle Daley  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Enter into the FY2020 Service Funding Agreements with the Regional Funding Partners

**Date:** 9/19/2019

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners (Orange County, Osceola County, Seminole County, and the City of Orlando) for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2020 Budget.

### **BACKGROUND:**

The Counties of Orange, Osceola, Seminole and the City of Orlando (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 FY2020 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.

# LYNX Finance & Audit Cmmittee Agenda

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 2020 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' fiscal year.

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

## **FISCAL IMPACT:**

LYNX staff included the revenues in Exhibit C in the preliminary FY2020 Operating budget.

# LYNX Finance & Audit Cmmittee Agenda

## EXHIBIT C:

Local Funding		FY2020 Funding Agreement
<b>Operating:</b>		
Orange County		\$ 53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
		<hr/>
		\$ 71,422,119
City of Orlando		\$ 4,003,006
City of Orlando – Study for Autonomous Vehicles (Prepaid)		100,000
City of Orlando – LYMMO		2,310,500
FDOT SunRail Feeder Service		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
		<hr/>
		\$ 8,477,850
<b>Total Operating Funding</b>		<b>\$79,899,968</b>
<b>Capital Contributions:</b>		
Orange County		\$ 1,806,724
Osceola County		253,172
Seminole County		218,352
		<hr/>
		\$ 2,278,248
<b>Total Local Funding</b>		<b>\$82,178,216</b>



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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 13, 2018 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2018 to September 30, 2019 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, 2019; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

**"Current Fiscal Year"** shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.

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

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

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

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

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2019 and ending the following September 30, 2020.

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

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

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

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2020 and ending the following September 30, 2021.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2019 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2020 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish



an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

**9. Public Records. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

City of Orlando  
City Clerk's Office  
400 S Orange Avenue, 2<sup>nd</sup> Floor  
407-246-2148  
[cityclerk@orlando.gov](mailto:cityclerk@orlando.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Leonard Antmann, Director of Finance

With a copy to: Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esq.

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

20. **Effective Date.** The effective date of this Agreement shall be 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, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Buddy Dyer, Mayor

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

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

\_\_\_\_\_  
City Attorney

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

James E. Harrison, Esq., P.E.

Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

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

**AKERMAN LLP,**

Counsel for LYNX

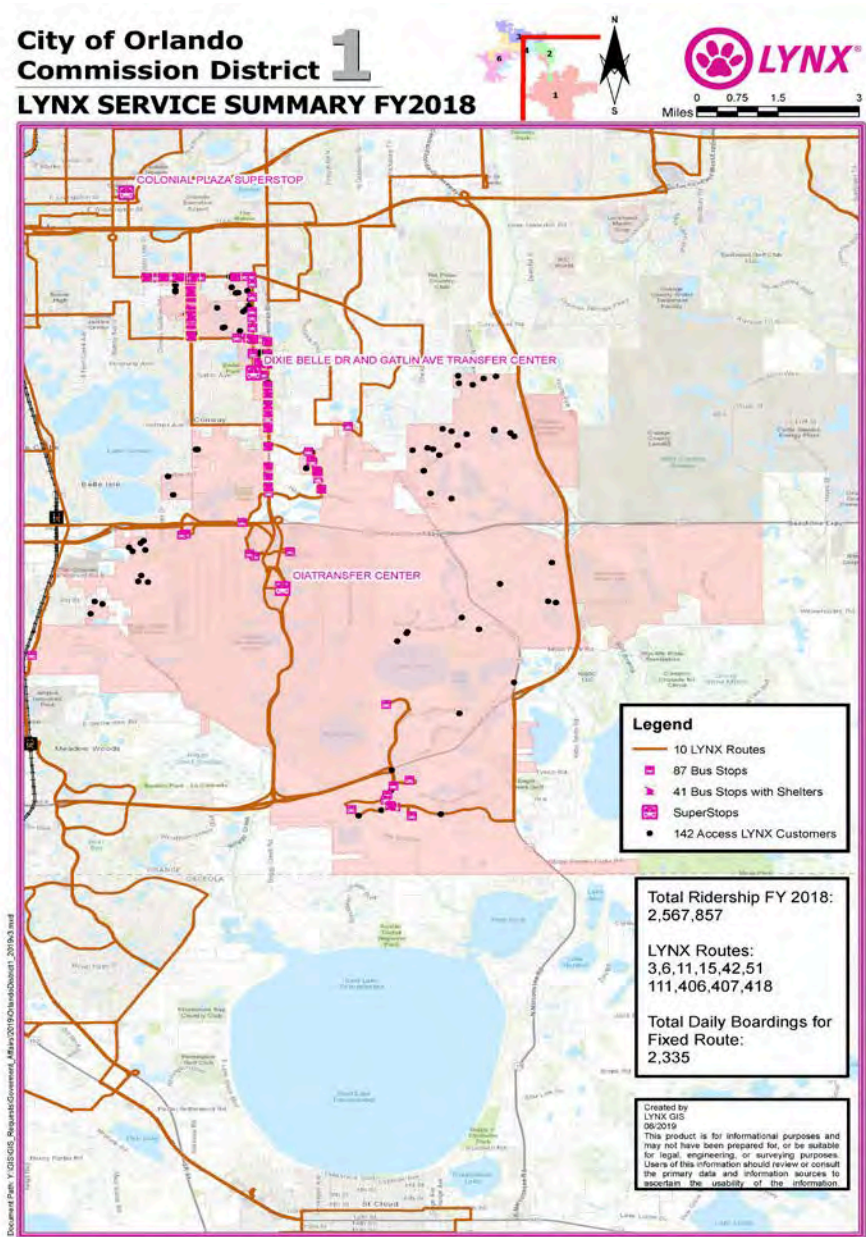
By: \_\_\_\_\_

Patrick T. Christiansen, Esq.



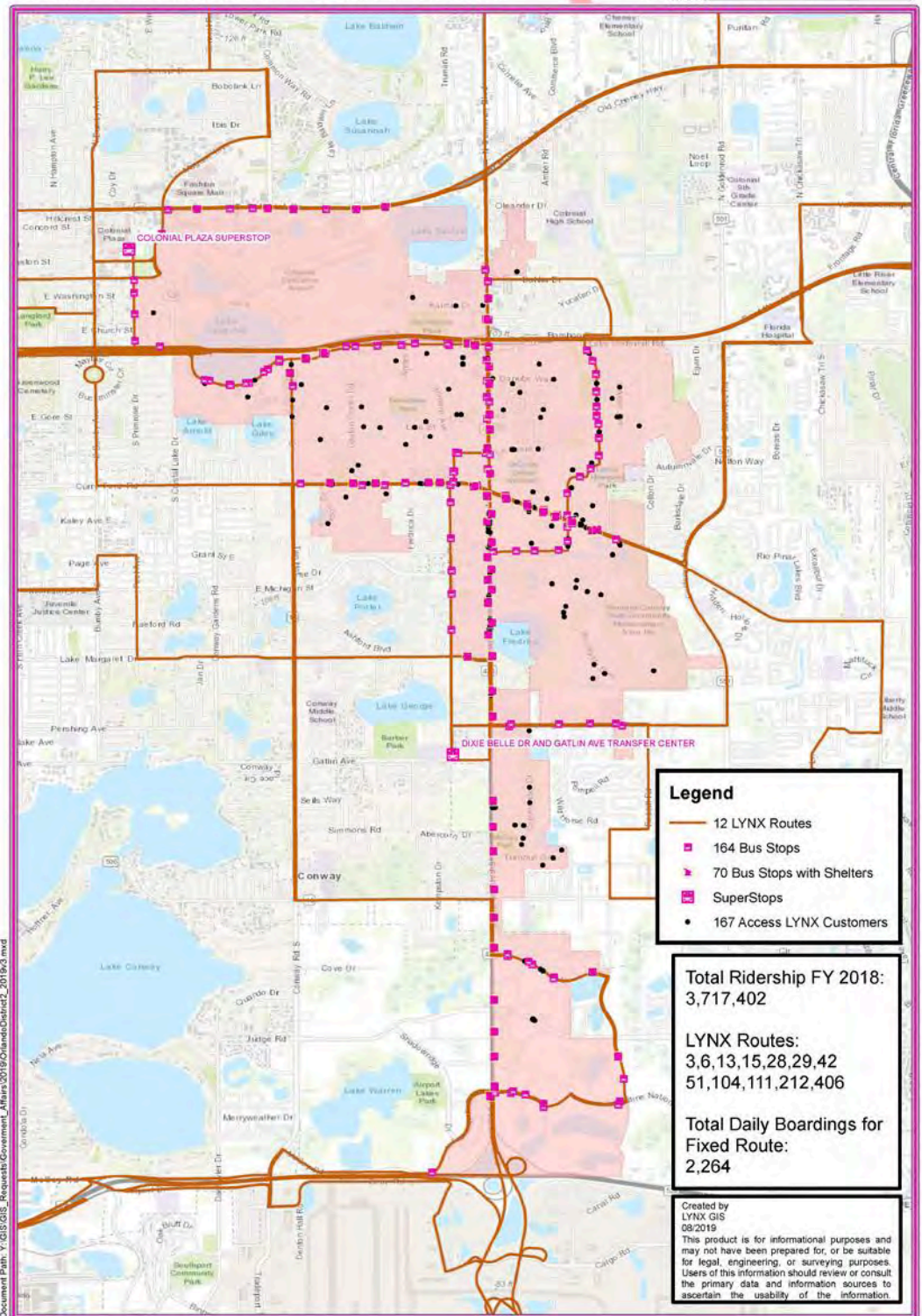
## Exhibit "A"

### DESCRIPTION OF SERVICE AREA



# City of Orlando Commission District 2

## LYNX SERVICE SUMMARY FY2018



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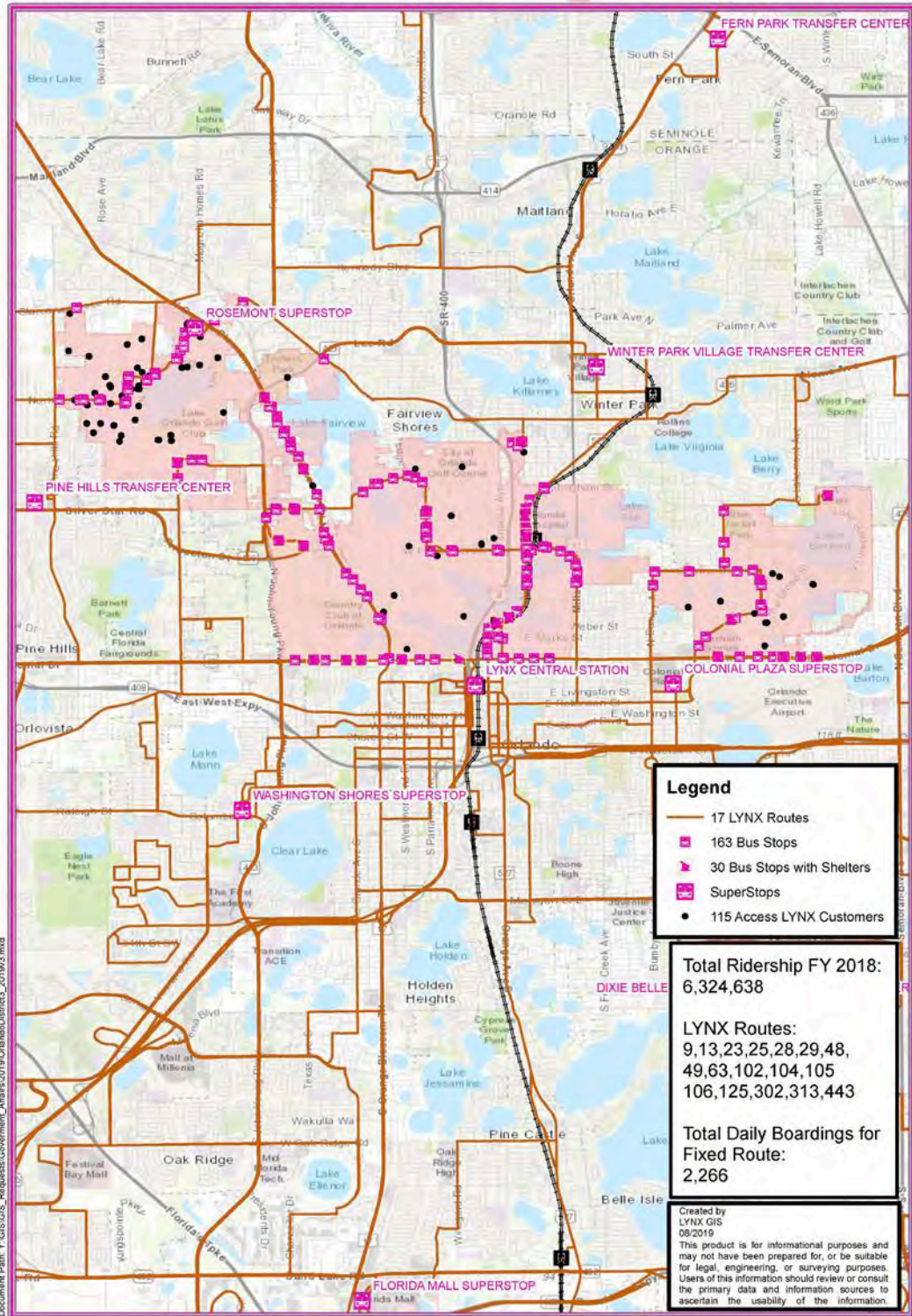


# City of Orlando Commission District 3

## LYNX SERVICE SUMMARY FY2018

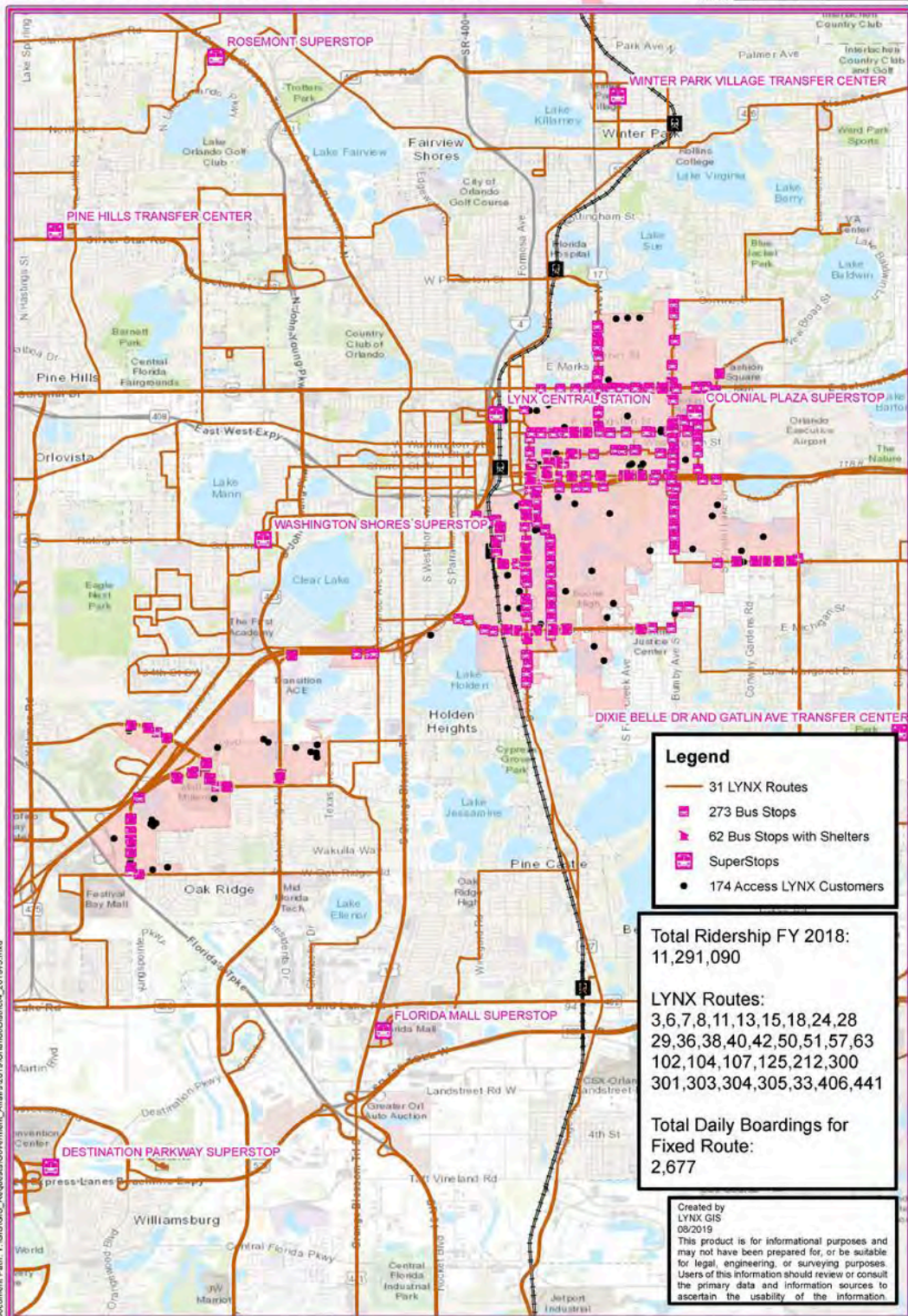


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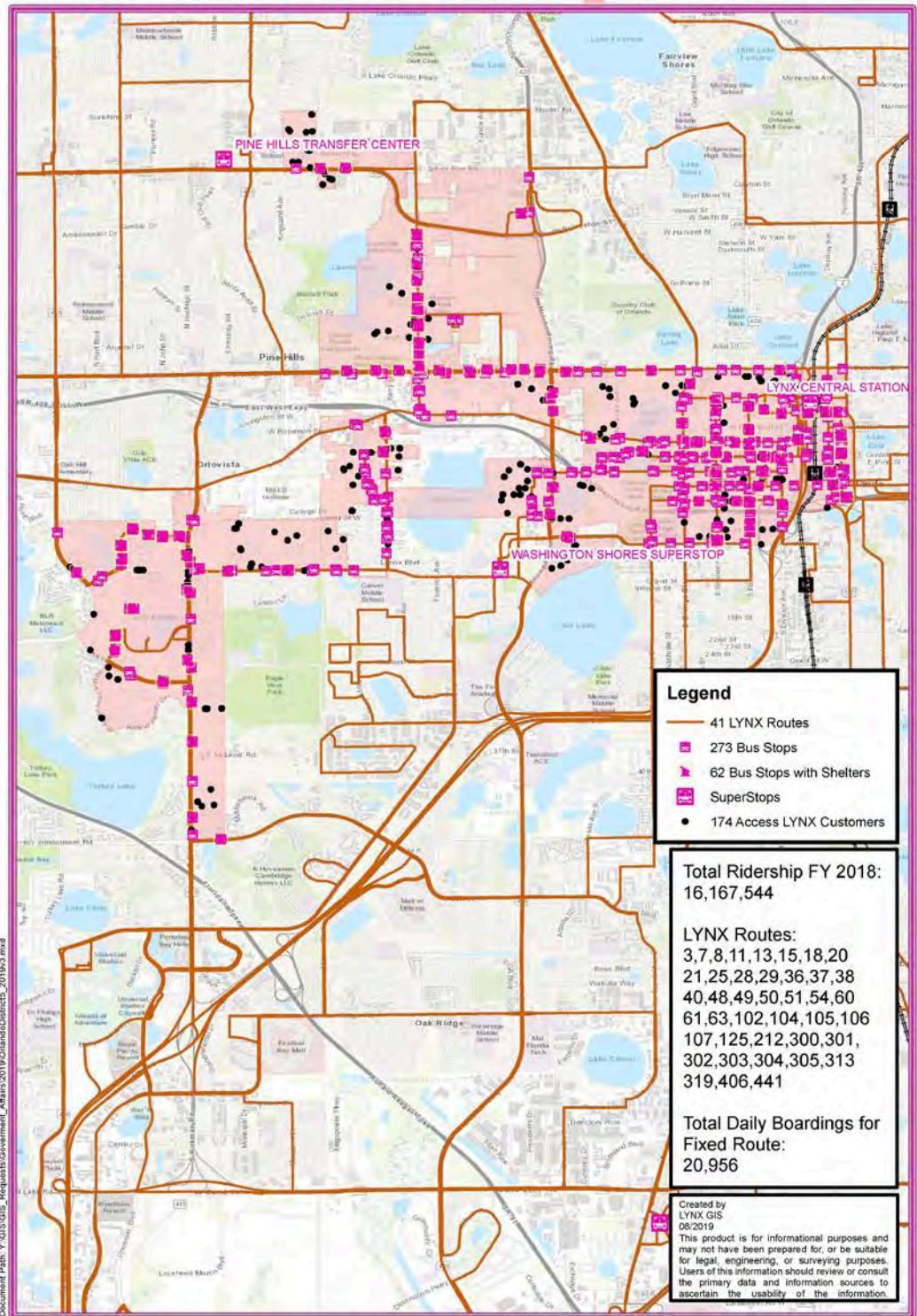


# City of Orlando Commission District 4 LYNX SERVICE SUMMARY FY2018





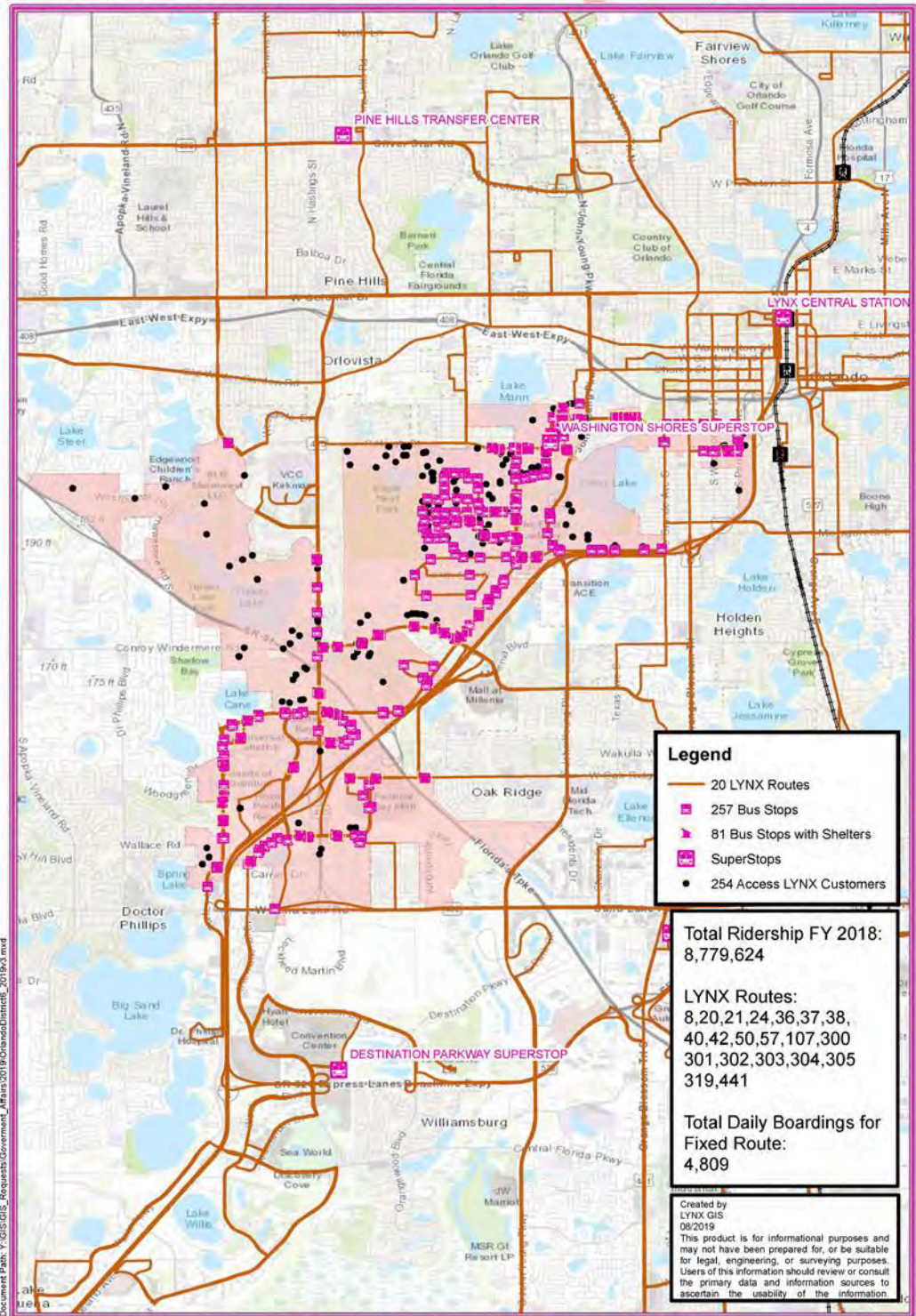
# City of Orlando Commission District 5 LYNX SERVICE SUMMARY FY2018



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# City of Orlando Commission District 6 LYNX SERVICE SUMMARY FY2018



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**Exhibit “B”**

**APPROPRIATED AMOUNT**

**October 2019 through September 2020      \$4,003,006**

<b>Exhibit B City of Orlando Transit Service Costs For FY2020</b>	
<b>Total City Transit Service Cost</b>	<b>\$ 4,003,006</b>

<b>FY2020 Billing Schedule:</b>	
October 2019	\$ 1,000,751
January 2020	\$ 1,000,751
April 2020	\$ 1,000,751
July 2020	\$ 1,000,753
<b>Annual Funding Request from City</b>	<b>\$ 4,003,006</b>



**Exhibit “C”**

**FUNDING MODEL INFORMATION**

		<b>FY2020 Funding Model Amount</b>
<b>Operating Funding</b>		
Orange County		\$ 53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
	Subtotal	\$ 71,422,119
City of Orlando		\$ 4,003,006
City of Orlando (Autonomous Vehicle Study) Prepaid		100,000
City of Orlando - LYMMO		2,310,500
FDOT (SunRail Feeder Routes)		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
	Subtotal	\$ 8,477,850
	Subtotal Operating Funding	\$ 79,899,968
<b>Capital Contributions</b>		
Orange County		\$ 1,806,724
Osceola County		253,172
Seminole County		218,352
	Subtotal	\$ 2,278,248
<b>Total Local Funds</b>		<b>\$ 82,178,216</b>

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 13, 2018 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2018 to September 30, 2019 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, 2019; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

**"Current Fiscal Year"** shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.

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

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

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

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

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2019 and ending the following September 30, 2020.

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

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

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

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2020 and ending the following September 30, 2021.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2019 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2020 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish



an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

**9. Public Records. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner:           Orange County  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attn: 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.    **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20.    **Effective Date.** The effective date of this Agreement shall be 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, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

**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.

Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

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

**AKERMAN LLP,**

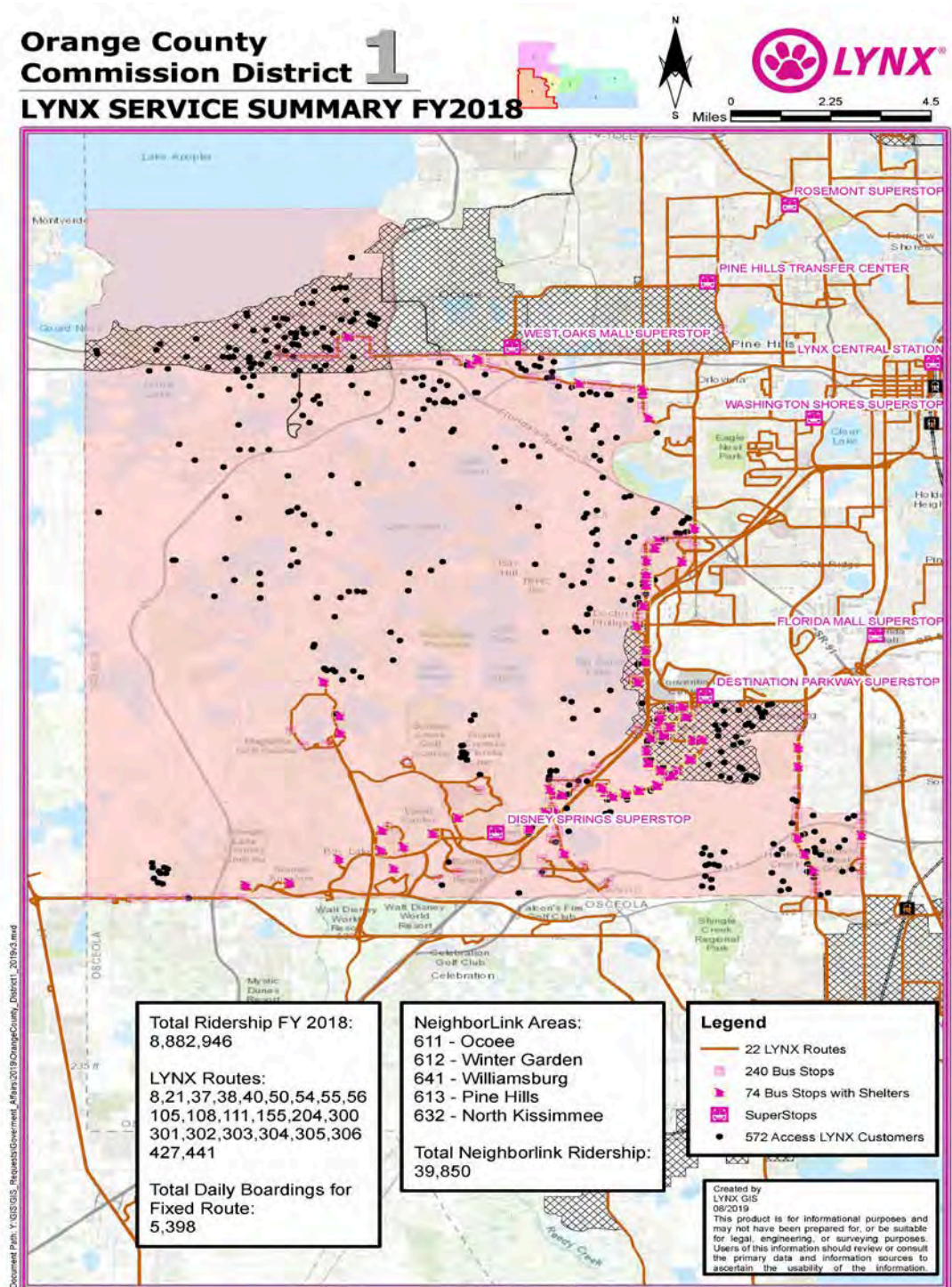
Counsel for LYNX

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

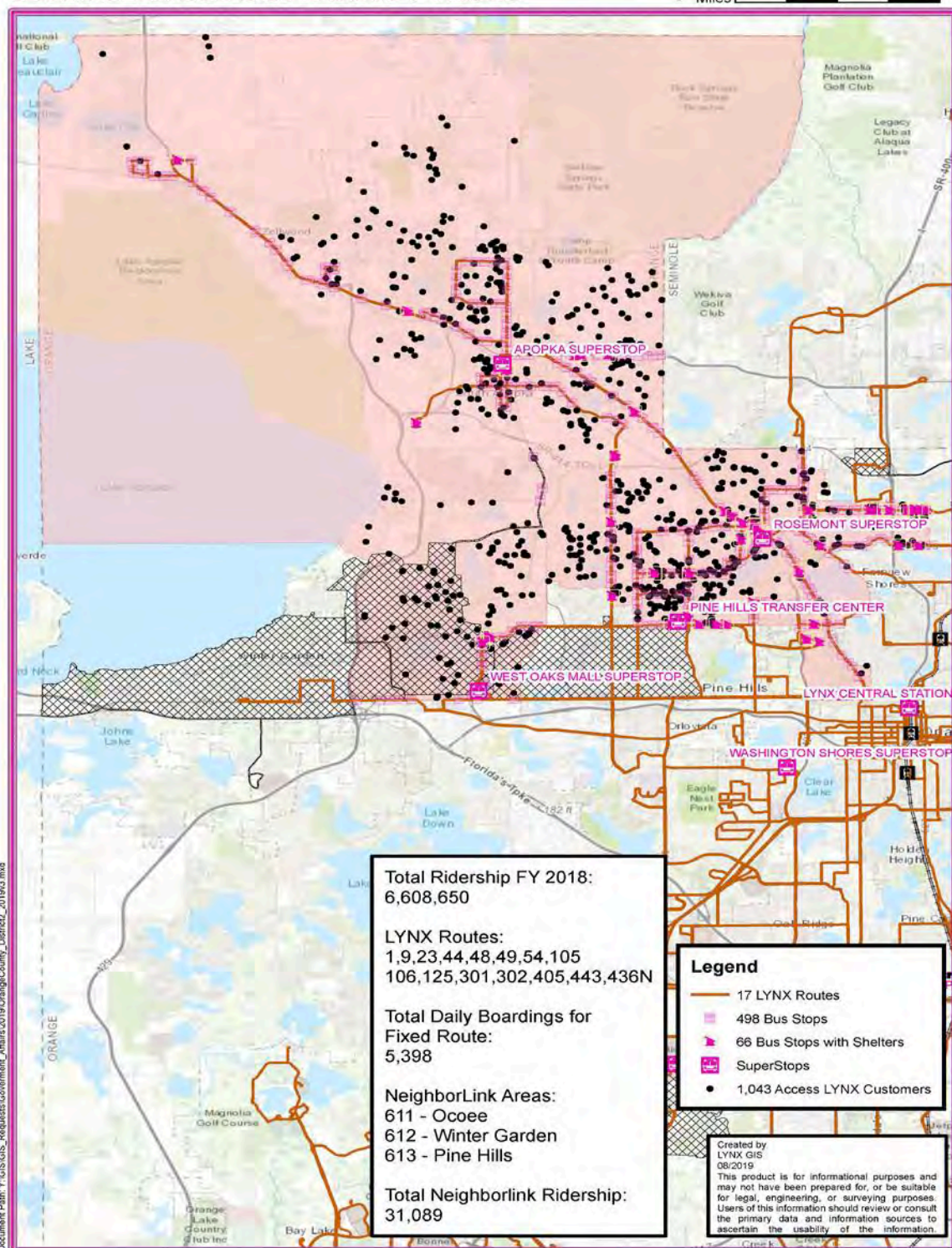
Patrick T. Christiansen, Esq.

## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

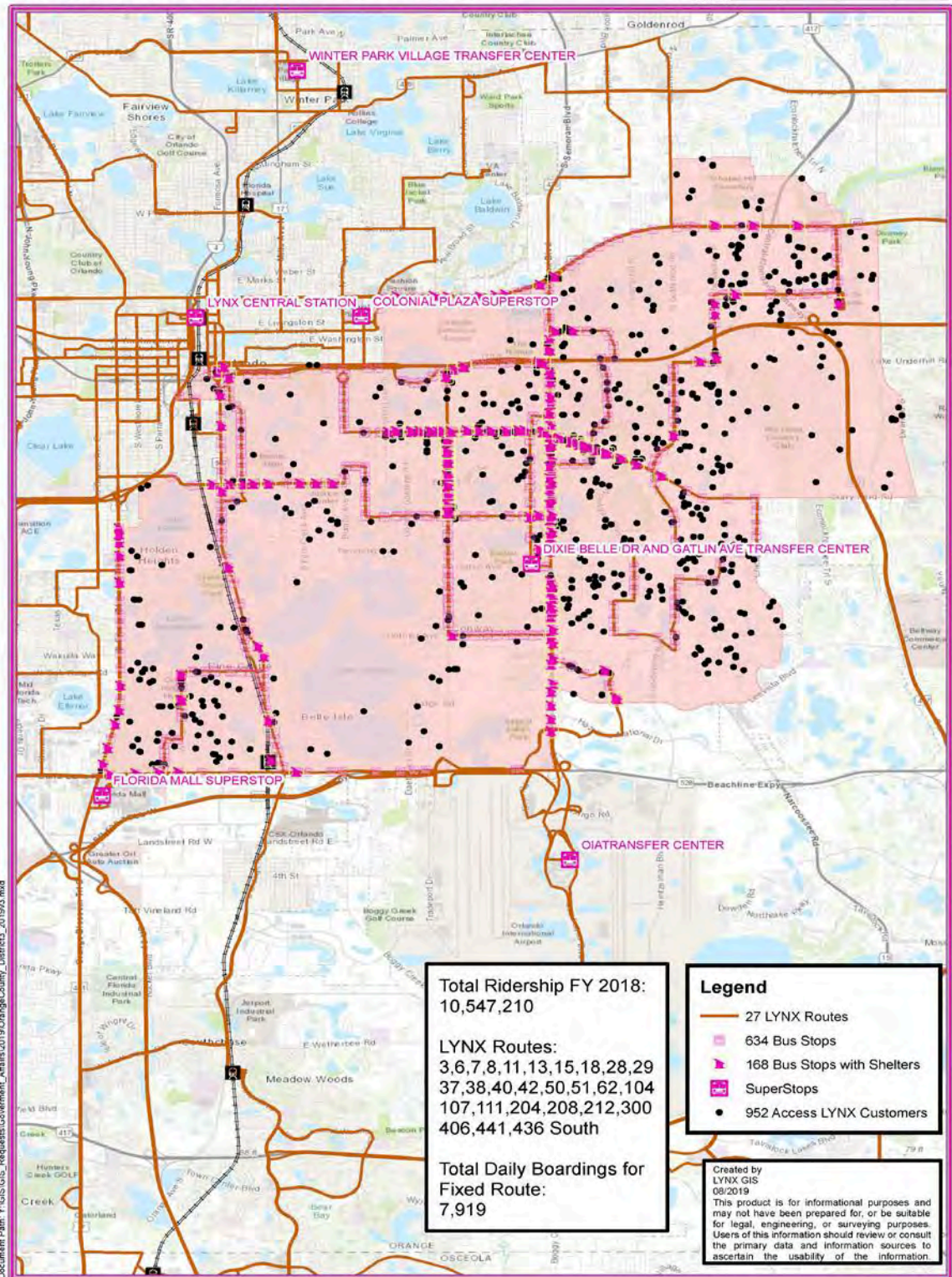








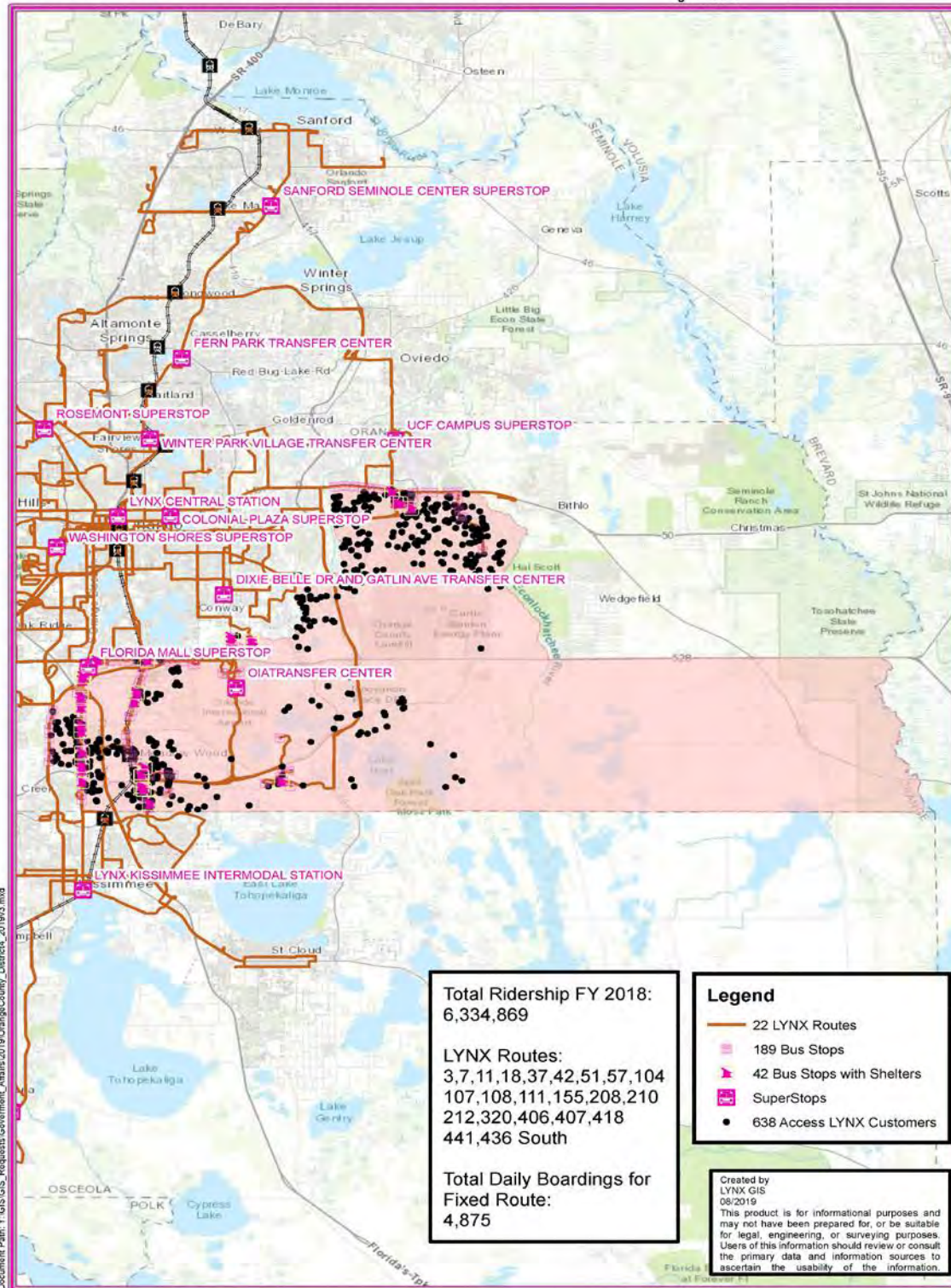
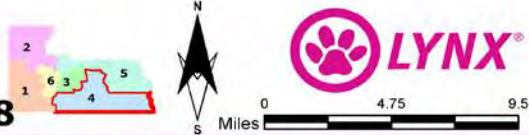
# Orange County Commission District 3 LYNX SERVICE SUMMARY FY2018





# Orange County Commission District 4

## LYNX SERVICE SUMMARY FY2018

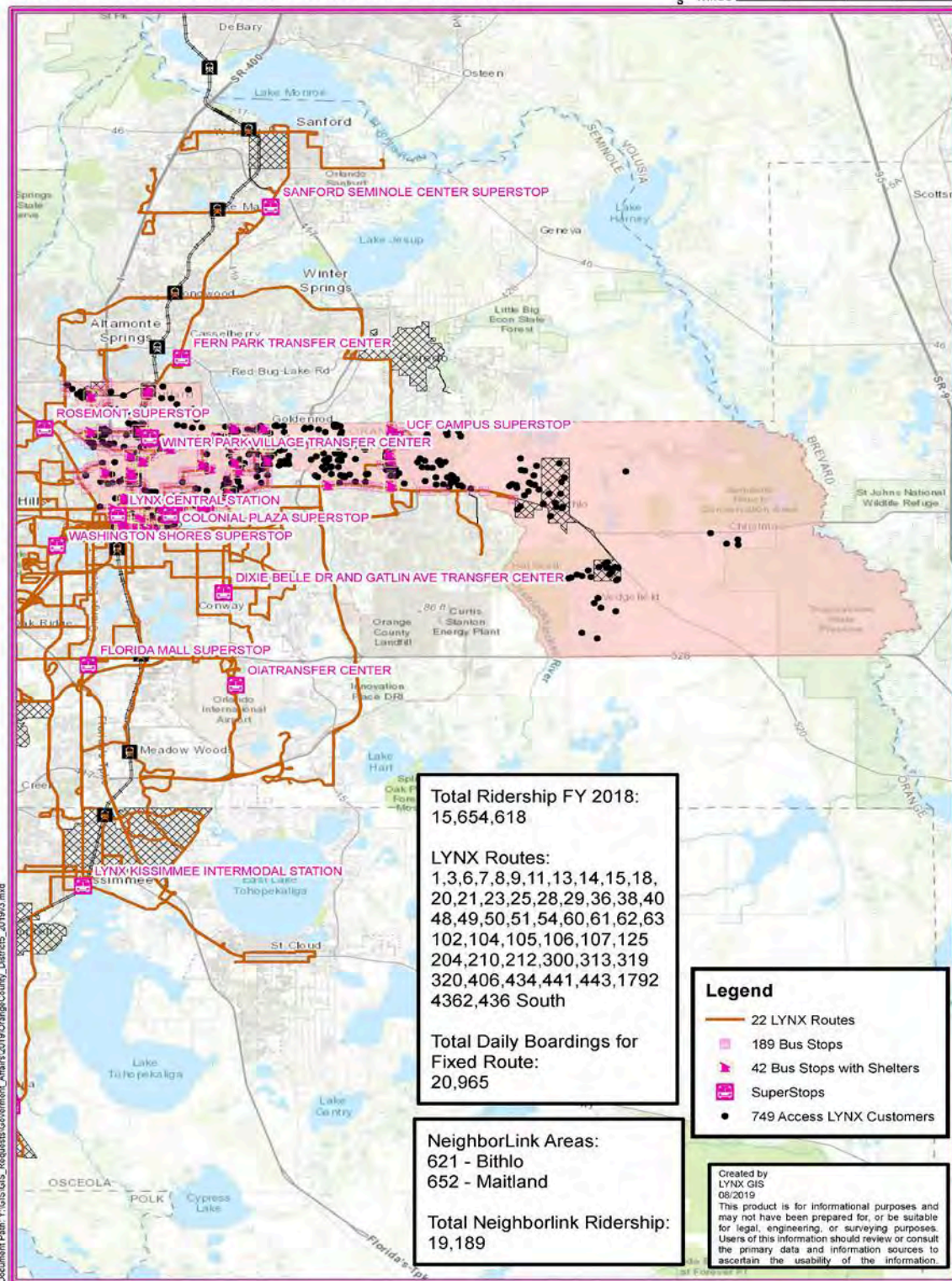


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# Orange County Commission District 5

## LYNX SERVICE SUMMARY FY2018

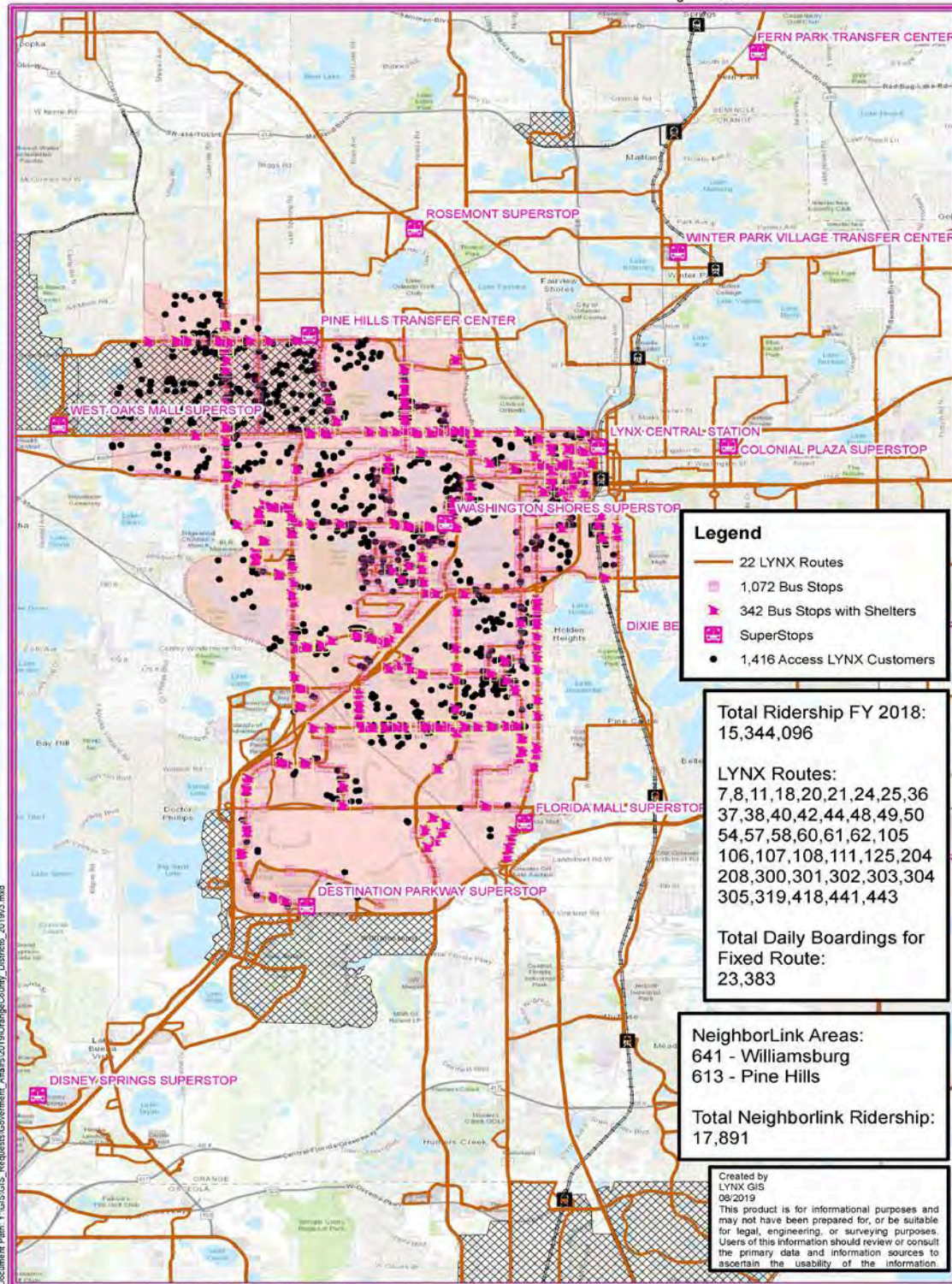


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# Orange County Commission District 6

## LYNX SERVICE SUMMARY FY2018



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# Orange County Transit Service Costs

## Exhibit B

Description of Appropriated Amount  
October 1, 2019 through September 30, 2020

### ***FY2020 Billing Schedule***

October-19	\$4,630,395
November-19	\$4,630,395
December-19	\$4,630,395
January-20	\$4,630,395
February-20	\$4,630,395
March-20	\$4,630,395
April-20	\$4,630,395
May-20	\$4,630,395
June-20	\$4,630,395
July-20	\$4,630,395
August-20	\$4,630,395
September-20	\$4,630,391
<b>Annual Funding Request from County</b>	<b>\$55,564,736</b>

**Exhibit “C”**

**FUNDING MODEL INFORMATION**

		<b>FY2020 Funding Model Amount</b>
<hr/>		
<b>Operating Funding</b>		
Orange County		\$ 53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
	Subtotal	<hr/> \$ 71,422,119
City of Orlando		\$ 4,003,006
City of Orlando (Autonomous Vehicle Study) Prepaid		100,000
City of Orlando - LYMMO		2,310,500
FDOT (SunRail Feeder Routes)		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
	Subtotal	<hr/> \$ 8,477,850
	Subtotal Operating Funding	<hr/> \$ 79,899,968
<b>Capital Contributions</b>		
Orange County		\$ 1,806,724
Osceola County		253,172
Seminole County		218,352
	Subtotal	<hr/> \$ 2,278,248
<b>Total Local Funds</b>		<hr/> <b>\$ 82,178,216</b>

**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 November 13, 2018 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for



fiscal year from October 1, 2018 to September 30, 2019 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, 2019; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

**"Current Fiscal Year"** shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.

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

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

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

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

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2019 and ending the following September 30, 2020.

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

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

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

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2020 and ending the following September 30, 2021.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2019 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2020 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

**9. Public Records. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Information Office  
1 Courthouse Square  
Kissimmee, FL 34741  
407-742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

As to Funding Partner:	Osceola County 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741 Attn: Don Fisher, County Manager
With copy to:	Osceola County 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741 Attn: County Attorney
With copy to:	Osceola County 1 Courthouse Square, Suite 4700 Kissimmee, Florida 34741 Attn: Transportation Planning
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: James E. Harrison, Esq., P.E., Chief Executive Officer
With copy to:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Leonard Antmann, Director of Finance
With a copy to:	Akerman LLP 420 South Orange Avenue, Suite 1200 Orlando, Florida 32801 Attn: Patrick T. Christiansen, Esq.

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

20. **Effective Date.** The effective date of this Agreement shall be 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, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

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

By: \_\_\_\_\_  
Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Cheryl Grieb, Chairwoman

For the use and reliance of Osceola  
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.

Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

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

**AKERMAN LLP,**  
Counsel for LYNX

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

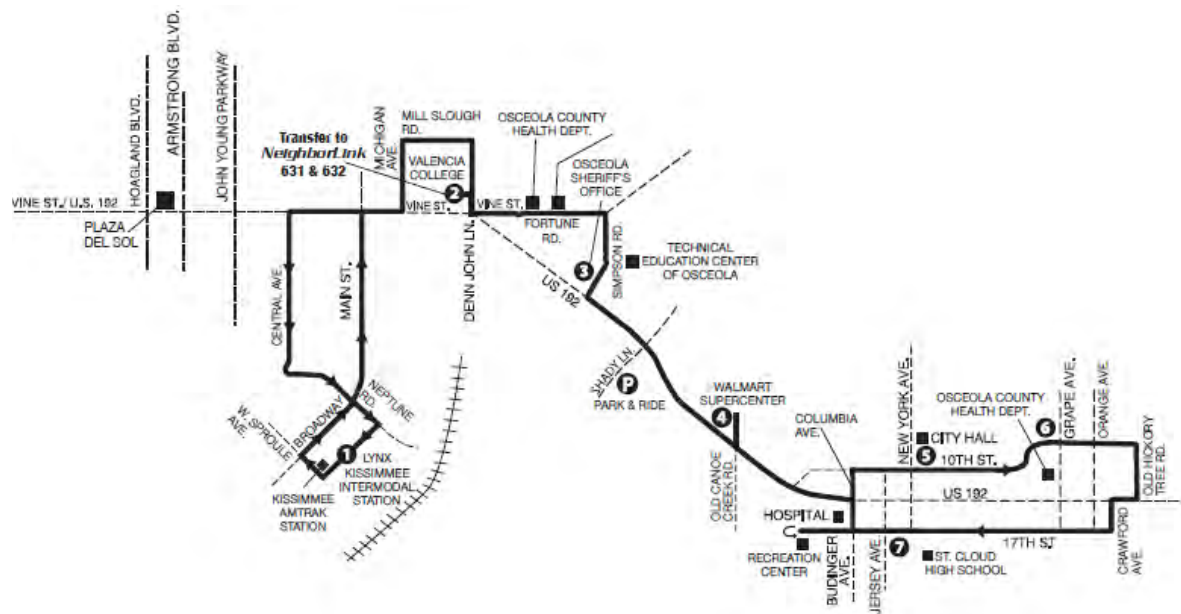
Patrick T. Christiansen, Esq.

## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

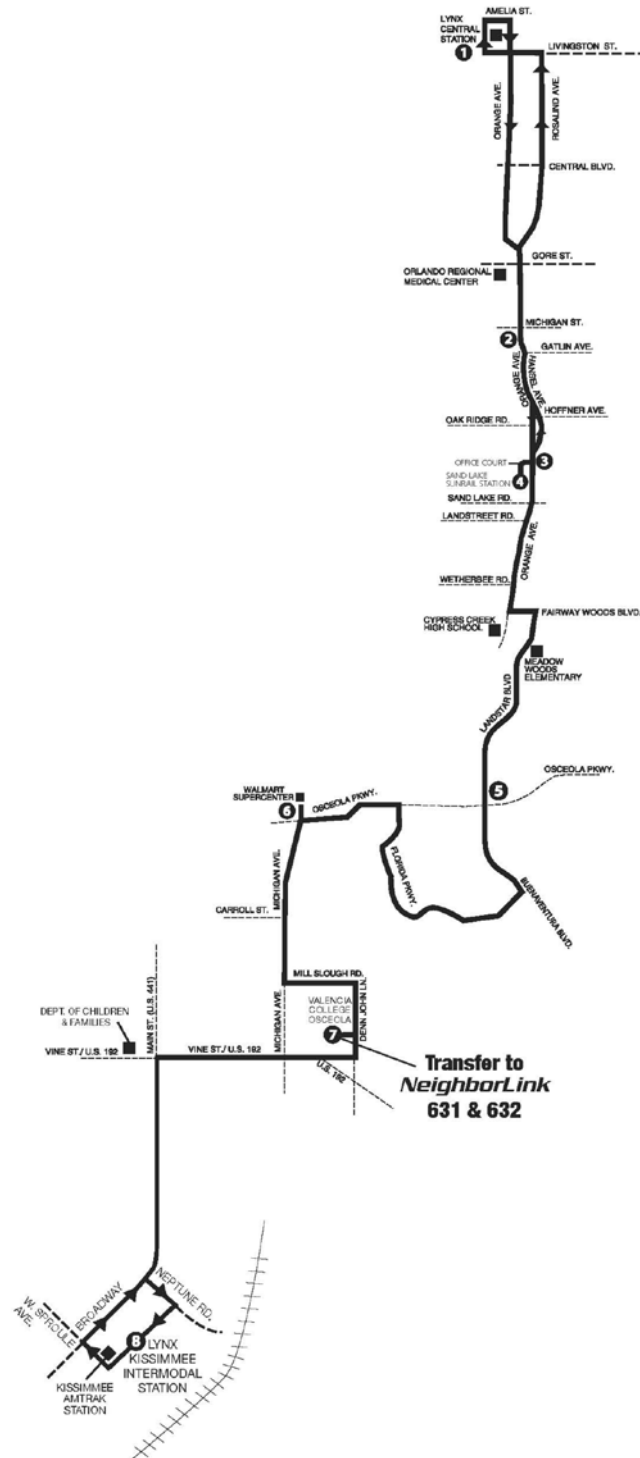
#### **Link 10 E. US 192/St. Cloud**

**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.



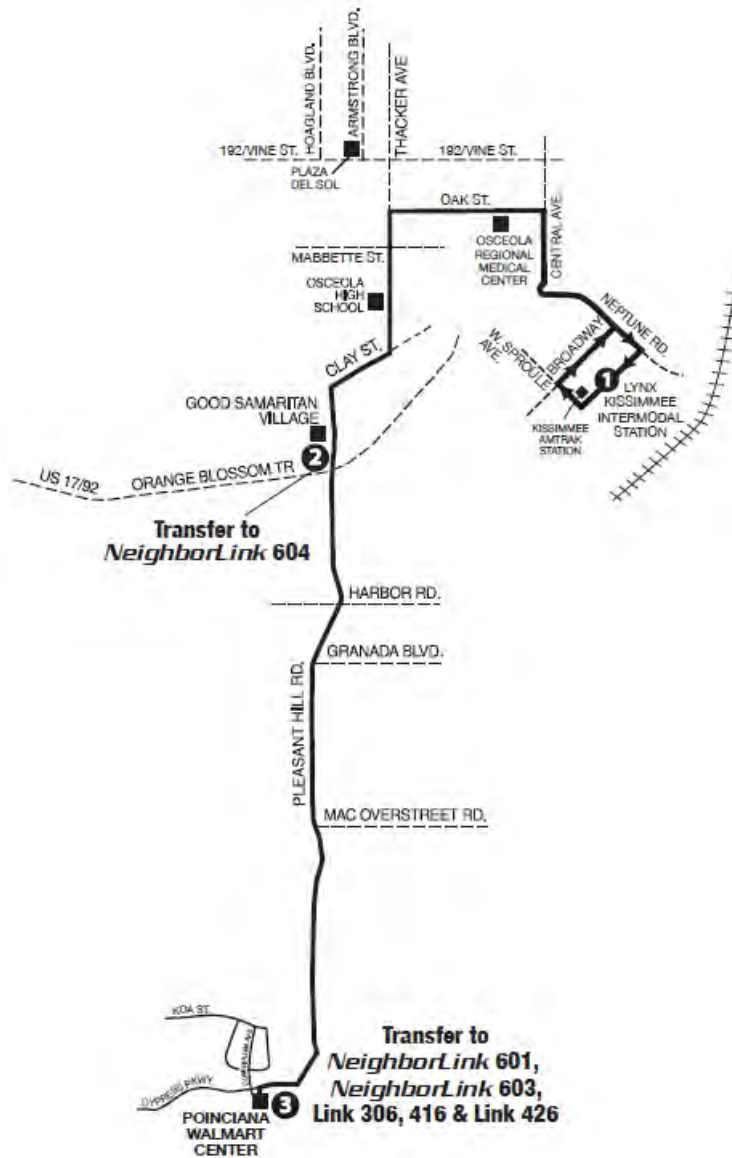
## Link 18 S. Orange Ave. /Kissimmee

**Serving:** LYNX Central Station, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods, Cypress Creek High School, Valencia College Osceola, NeighborLink 631, NeighborLink 632, Vine Street, LYNX Kissimmee Intermodal Station, Sand Lake SunRail Station, and Xpress Link 208



## Link 26 Pleasant Hill Road/Poinciana

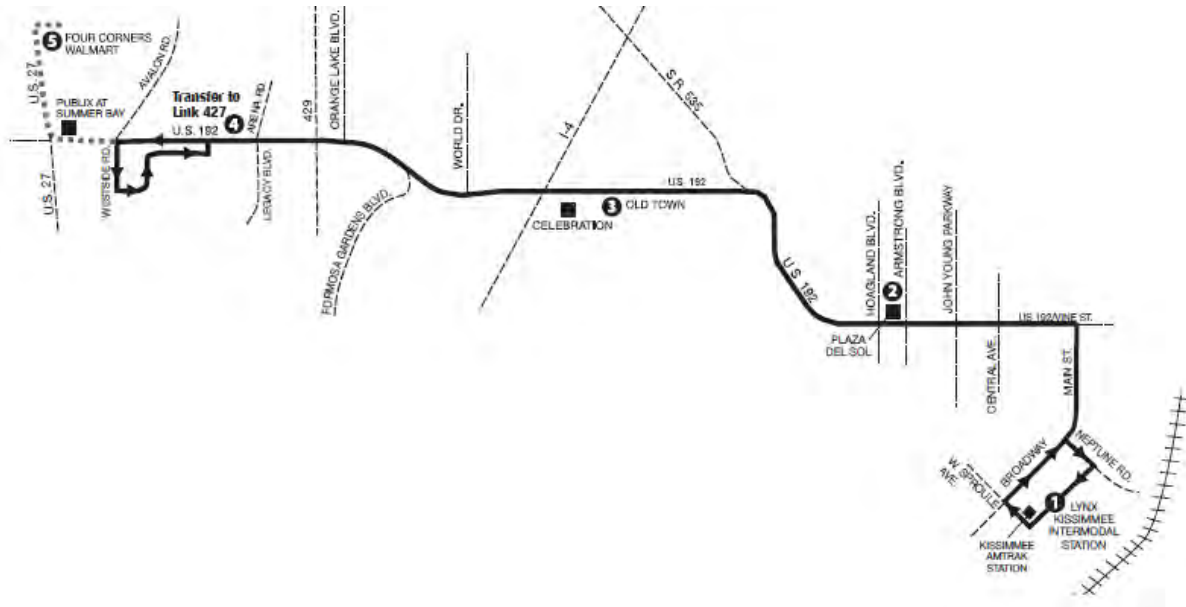
**Serving:** LYNX Kissimmee Intermodal Station, Osceola Regional Medical Center, Thacker Ave., Osceola High School, Good Samaritan Village, NeighborLink 601, NeighborLink 603, NeighborLink 604 and Walmart Poinciana





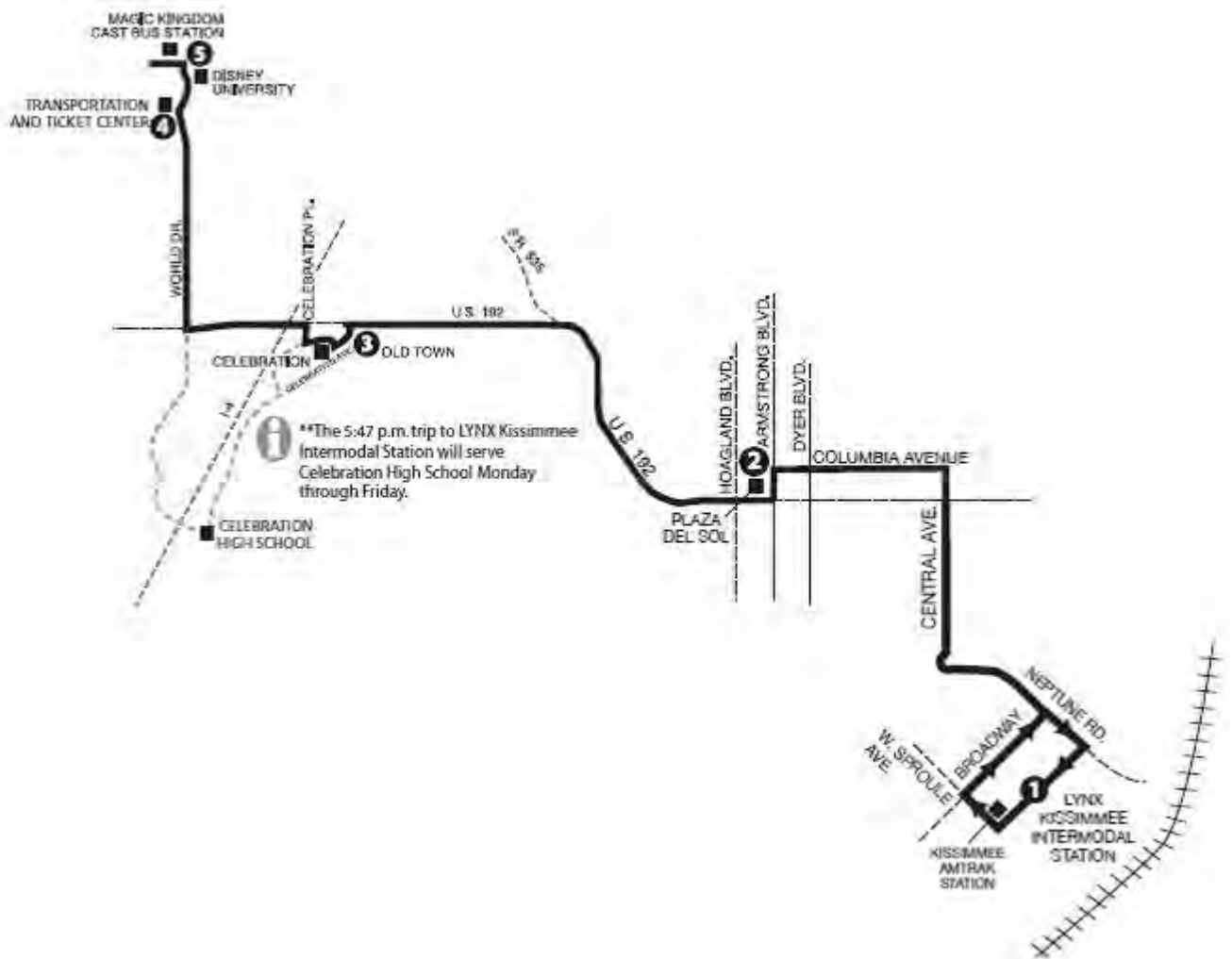
## Link 55 w. US 192/Crosstown

**Serving:** LYNX Kissimmee Intermodal Station, Old Town, Celebration, Orange Lake, Four Corners Walmart, and Plaza Del Sol



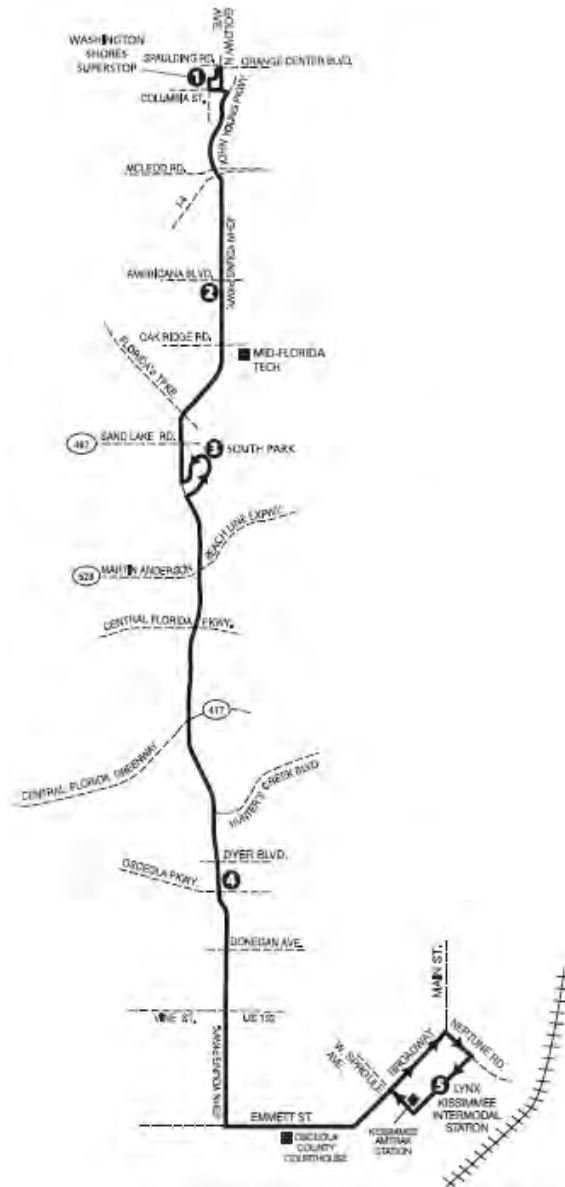
## Link 56 w. US 192/ Magic Kingdom

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



## Link 57 John Young Parkway

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



## 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

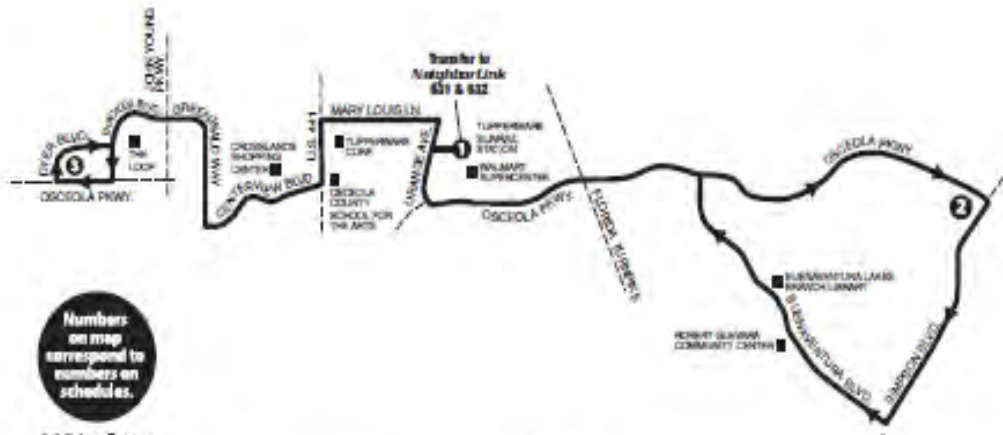
Monday-Friday

No Saturday-Sunday/Holiday  
service

#### SERVING:

- Crosslands Shopping Center
- Osceola County School for the Arts
- Walmart Supercenter (Osceola Pkwy.)
- The Loop
- Tupperware Headquarters

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



Numbers  
on map  
correspond to  
numbers on  
schedules.

Additional stops  
are located  
approximately  
every two blocks  
along each Link.

### Monday - Friday

#### TUPPERWARE SUNRAIL STATION TO OSCEOLA PKWY. & SIMPSON RD.

DEPART TUPPERWARE SUNRAIL STATION	OSCEOLA PKWY. & SIMPSON RD.	ARRIVE TUPPERWARE SUNRAIL STATION
<b>1</b>	<b>2</b>	<b>1</b>
5:15	5:35	5:55
5:45	6:05	6:25
6:15	6:35	6:55
6:45	7:05	7:25
7:15	7:35	7:55
7:45	8:05	8:25
<b>4:20</b>	<b>4:40</b>	<b>5:02</b>
<b>4:50</b>	<b>5:10</b>	<b>5:32</b>
<b>5:20</b>	<b>5:40</b>	<b>6:02</b>
<b>5:50</b>	<b>6:10</b>	<b>6:32</b>
<b>6:20</b>	<b>6:40</b>	<b>7:02</b>
<b>6:50</b>	<b>7:10</b>	<b>7:32</b>

#### TUPPERWARE SUNRAIL STATION TO THE LOOP

DEPART TUPPERWARE SUNRAIL STATION	DYER BLVD. & EAGLE'S RESERVE BLVD.	ARRIVE TUPPERWARE SUNRAIL STATION
<b>1</b>	<b>3</b>	<b>1</b>
6:05	6:19	6:38
6:25	6:49	7:08
7:05	7:19	7:38
7:35	7:49	8:08
8:05	8:19	8:38
<b>4:35</b>	<b>4:51</b>	<b>5:11</b>
<b>5:05</b>	<b>5:21</b>	<b>5:41</b>
<b>5:35</b>	<b>5:51</b>	<b>6:11</b>
<b>6:05</b>	<b>6:21</b>	<b>6:41</b>
<b>6:35</b>	<b>6:51</b>	<b>7:11</b>
<b>7:05</b>	<b>7:20</b>	<b>7:37</b>

P.M. Times are shown in bold

## Link 306

### Disney Direct

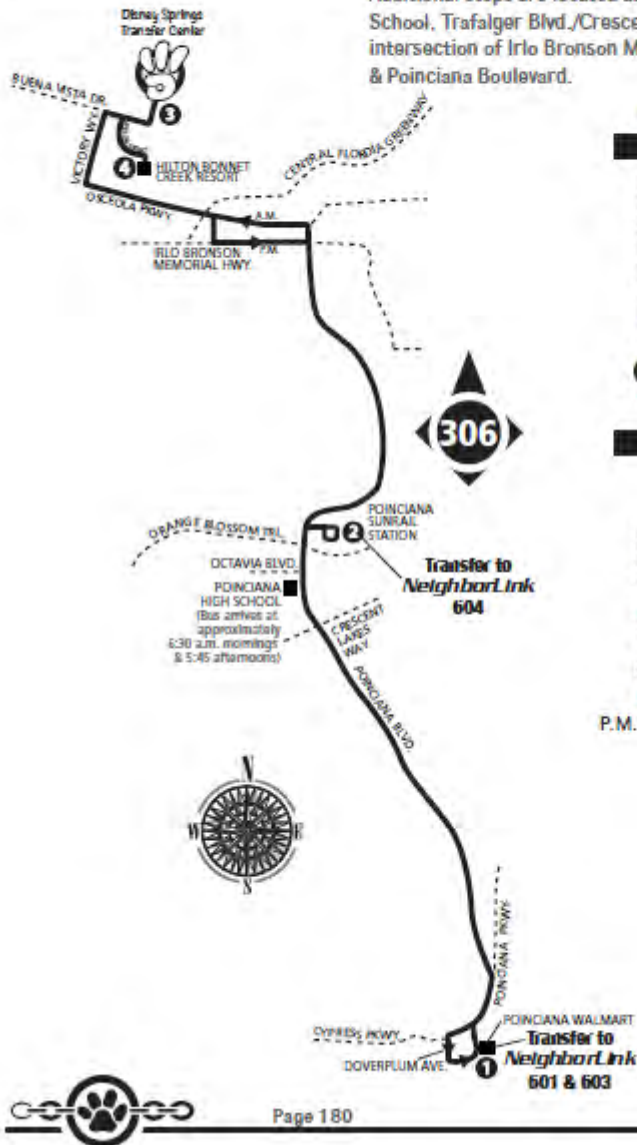
Monday-Sunday & Holiday  
service

#### SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

NeighborLink 603  
NeighborLink 604  
Poinciana Walmart  
Poinciana SunRail Station

Additional stops are located at Poinciana High School, Trafalger Blvd./Crescent Lakes Way and the intersection of Irlo Bronson Memorial Highway & Poinciana Boulevard.



### Monday - Friday

#### TO DISNEY

POINCIANA WALMART	POINCIANA SUNRAIL STATION	DISNEY SPRINGS TRANSFER CTR.	HILTON BONNET CREEK RESORT
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
6:15	6:35	7:00-7:05	7:13

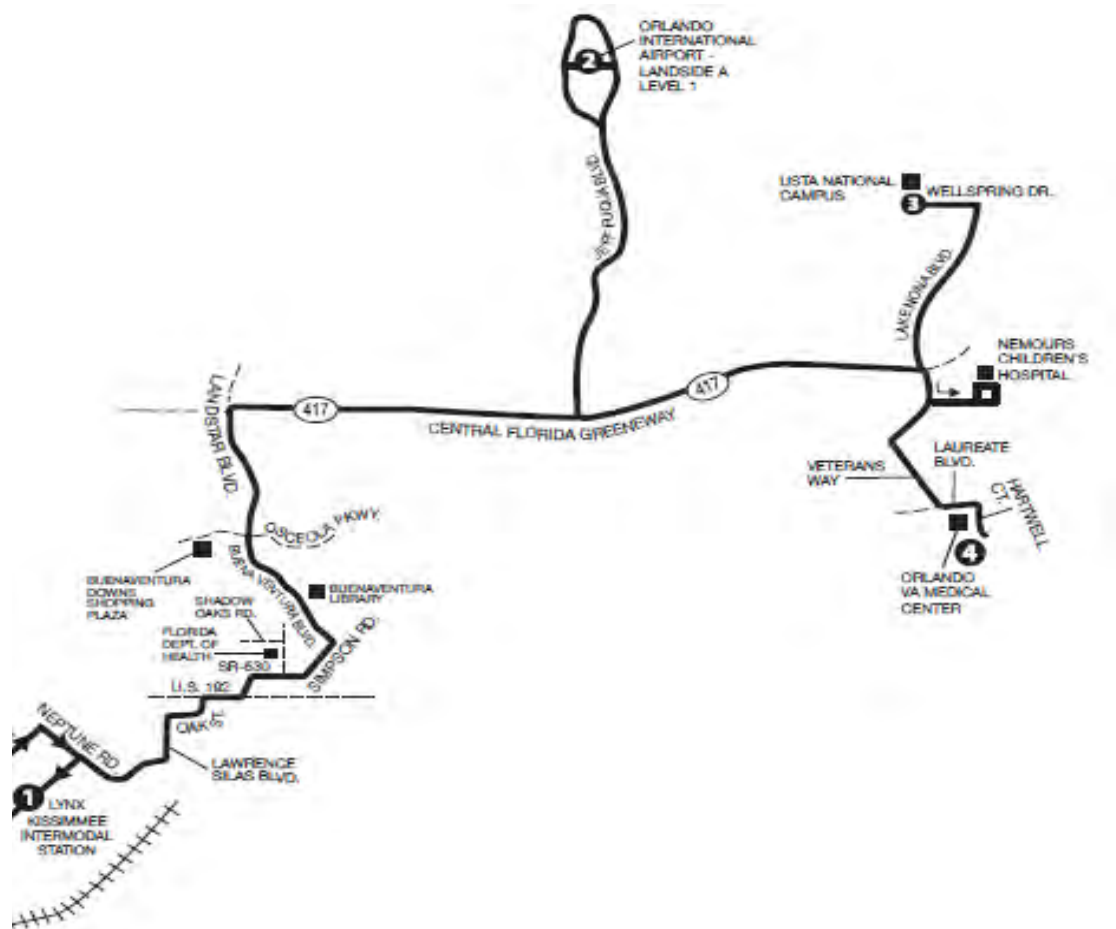
#### TO POINCIANA

HILTON BONNET CREEK RESORT	DISNEY SPRINGS TRANSFER CTR.	POINCIANA SUNRAIL STATION	POINCIANA WALMART
<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
5:07	5:15-5:20	5:40	6:07

P.M. Times are shown in bold

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

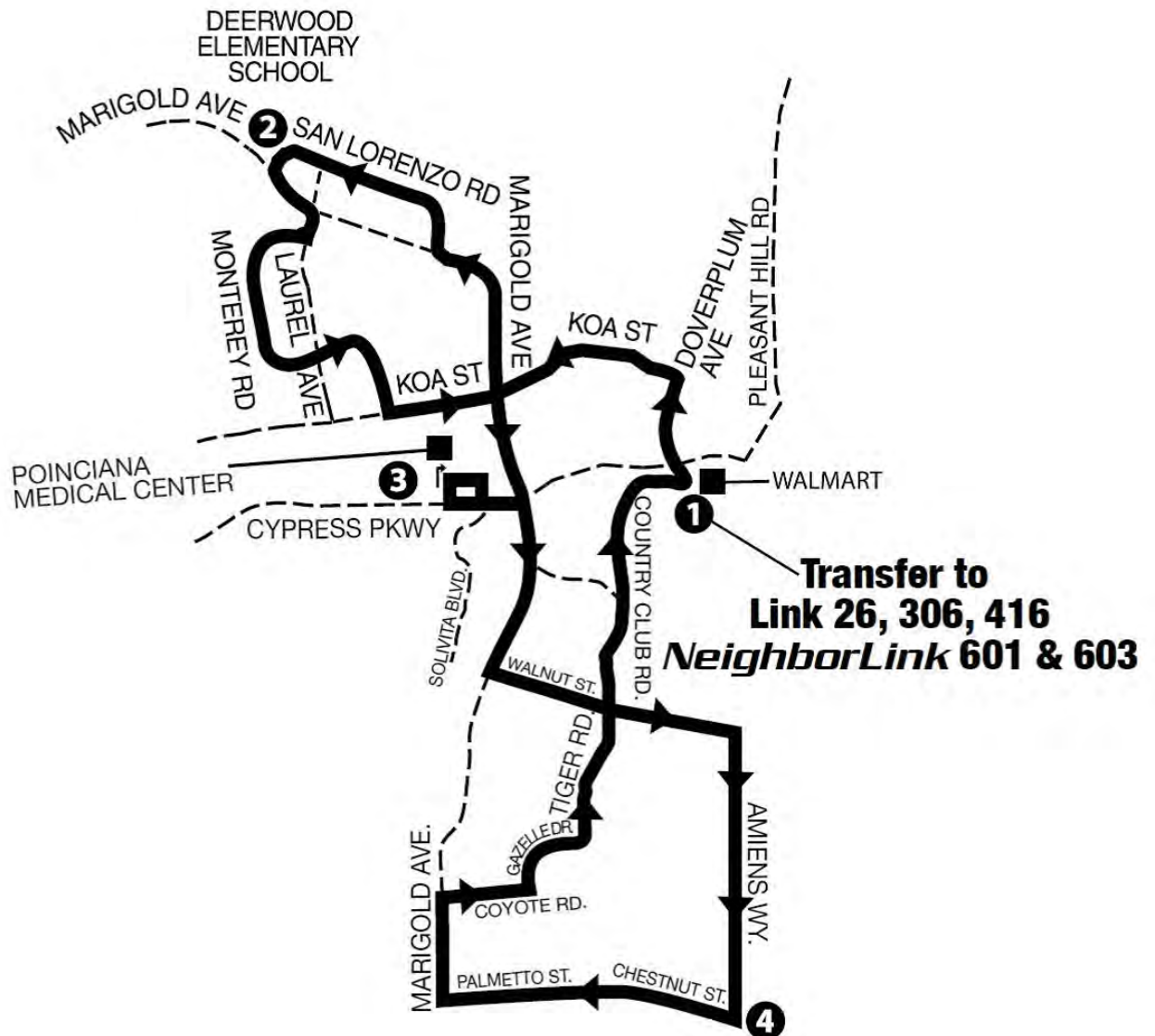
**Serving:** Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventura Downs, Buenaventura Library, Florida Dept. of Health, USTA National Campus, Nemours Children's Hospital, and Orlando VA Medical Center





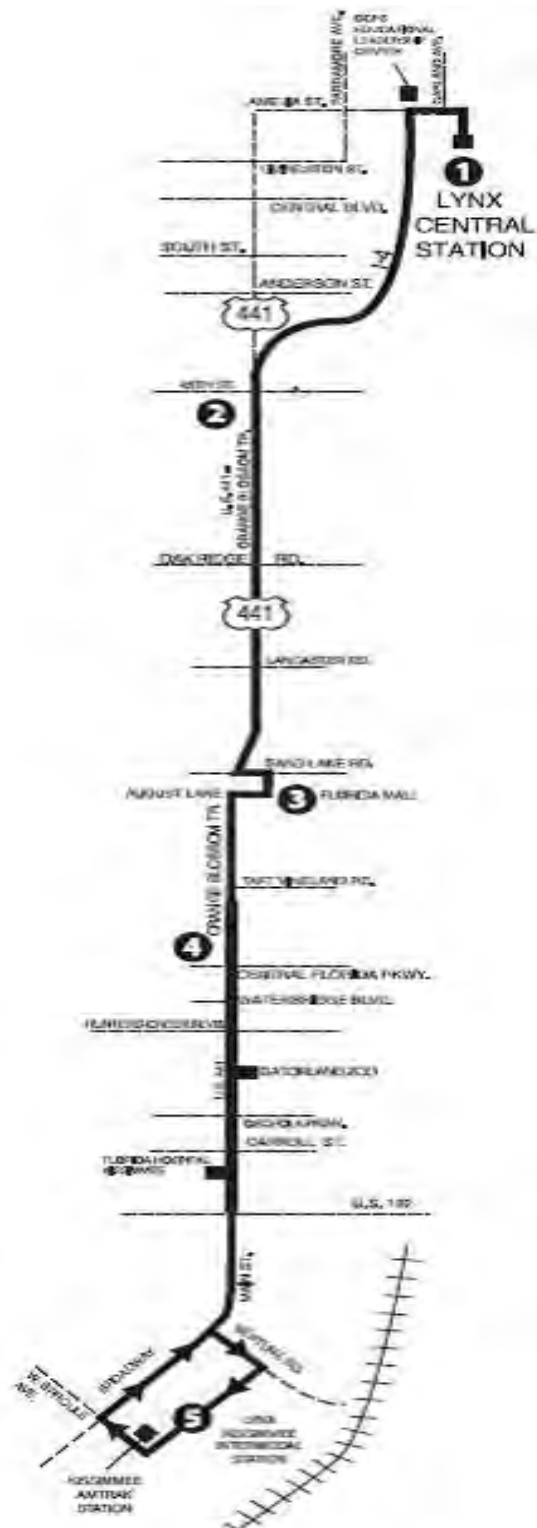
## 426 Poinciana Circulator

**Serving:** Poinciana Community Center, Poinciana Medical Center, NeighborLink 601, NeighborLink 603, Walmart, Link 26, Link 306, and Link 416



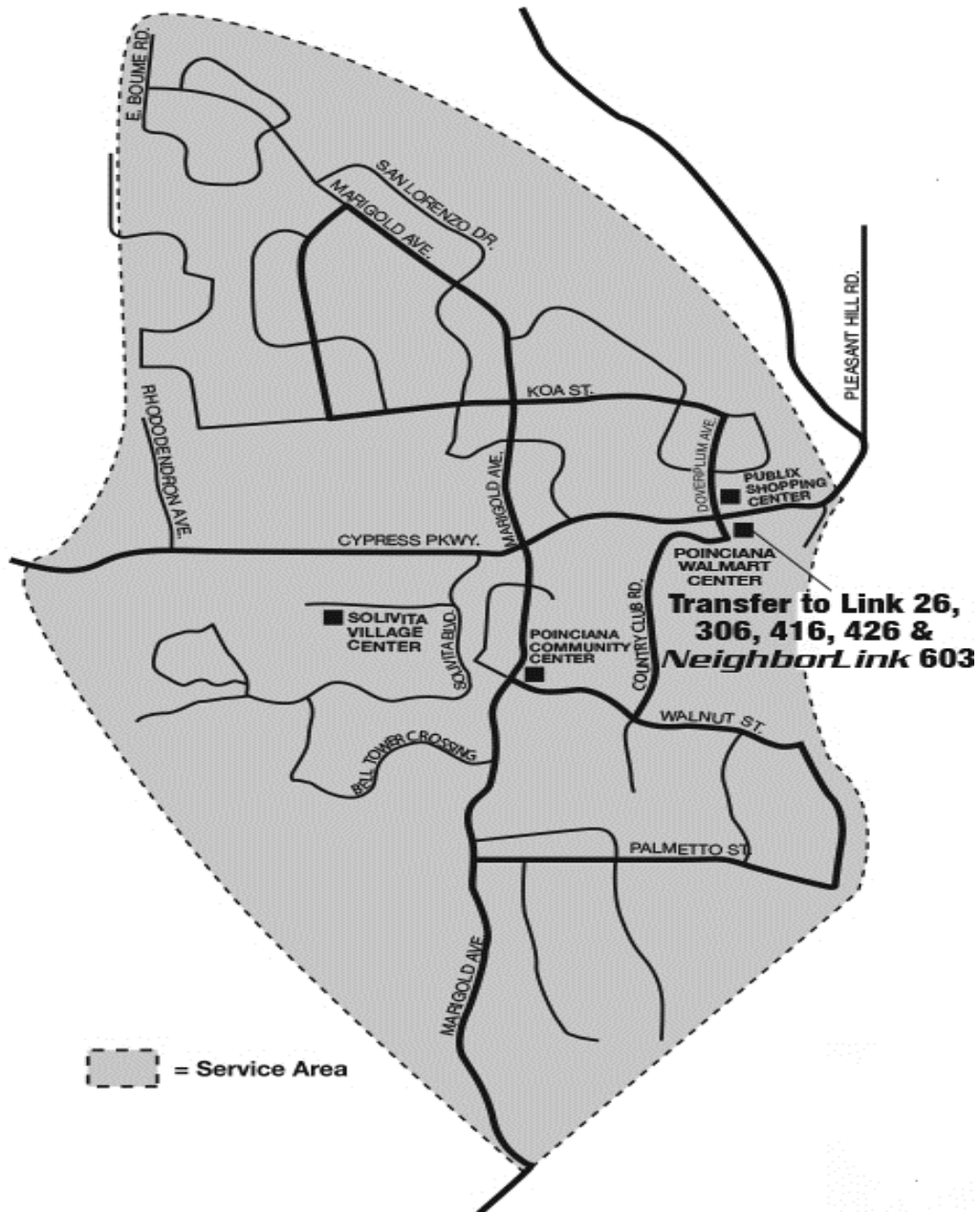
## FastLink 441 Kissimmee/Orlando

**Serving:** LYNX Central Station, OBT & Lancaster., Florida Mall, OBT & Central FL Pkwy., Main St. & Vine St., and LYNX Kissimmee Intermodal Station



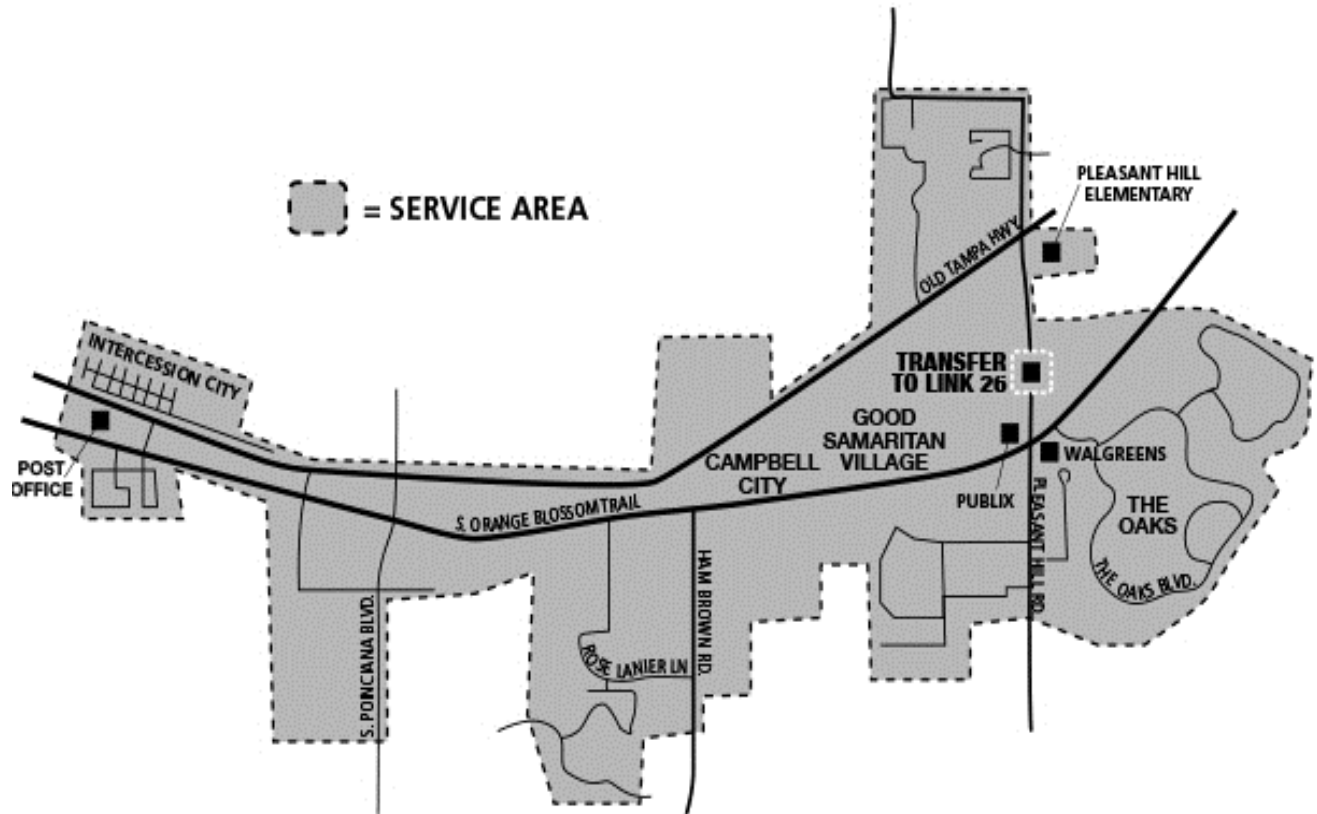
## NeighborLink 601 Poinciana

**Serving:** Link 26, Link 306, Link 416, Link 426, NeighborLink 603, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, and Publix Shopping Center



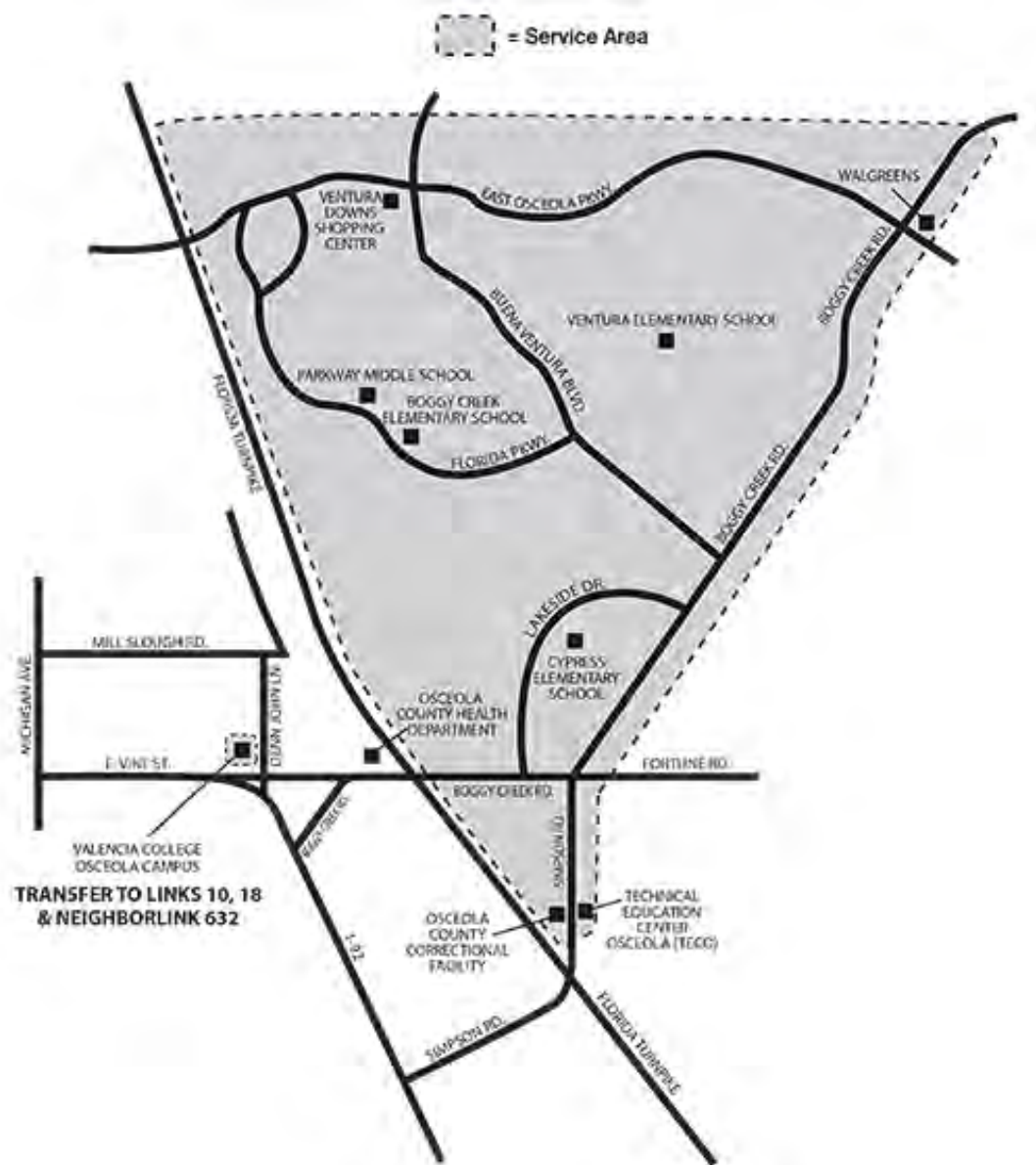
## NeighborLink 604 Intercession City/Campbell City

**Serving:** Intercession City, Campbell City, Southwest Kissimmee, Link 26, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, and The Oaks



## NeighborLink 631 Buena Ventura Lakes

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



## NeighborLink 632 North Kissimmee

**Serving:** Florida Hospital Kissimmee, LYNX Kissimmee Intermodal Station, Osceola County Health Department, Park Place Behavioral Healthcare, V.A. Clinic, Valencia College Osceola Campus, Walmart, Links 10,18,26,55,56,57,and 108, FastLink 441, NeighborLink 631, and Xpress Link 208



# Ocseola County Transit Service Costs

## Exhibit B

Description of Appropriated Amount  
October 1, 2019 through September 30, 2020

### *Fixed Route Operating Costs*

<b>Link Services</b>	<b>Amount</b>
Link 10	\$1,770,614
Link 18	\$631,660
Link 26	\$1,304,190
Link 55	\$1,809,398
Link 56	\$1,726,149
Link 57	\$230,284
Link 108	\$596,742
Link 155	\$384,390
Link 306	\$85,801
Link 407	\$110,222
Link 426	\$455,350
Link 441	\$123,052
	<b>\$9,227,852</b>

<b>Cost Recoveries</b>	<b>Amount</b>
Estimated Farebox Recovery	(\$2,453,050)
SunRail Feeder Service	(\$412,015)
Lynx Non-Operating Cost Recoveries	(\$557,872)
	<b>(\$3,422,937)</b>

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

<b><i>NeighborLink Operating Costs</i></b>	<b>Amount</b>
NL 601	\$138,562
NL 604	\$61,142
NL 631	\$114,641
NL 632	\$138,562
	<b>\$452,907</b>



<b><i>ParaTransit Operating Costs</i></b>		<b>Amount</b>
Americans with Disabilities (ADA) Funding		\$1,792,366
Transportation Disadvantaged (TD) Funding		\$1,145,909
		<b>\$2,938,275</b>

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

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

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

***FY2020 Billing Schedule***

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

**Exhibit “C”**

**FUNDING MODEL INFORMATION**

		<b>FY2020 Funding Model Amount</b>
<hr/>		
<b>Operating Funding</b>		
Orange County	\$	53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
	Subtotal	<hr/> \$ 71,422,119
City of Orlando	\$	4,003,006
City of Orlando (Autonomous Vehicle Study) Prepaid		100,000
City of Orlando - LYMMO		2,310,500
FDOT (SunRail Feeder Routes)		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
	Subtotal	<hr/> \$ 8,477,850
	Subtotal Operating Funding	<b>\$ 79,899,968</b>
<b>Capital Contributions</b>		
Orange County	\$	1,806,724
Osceola County		253,172
Seminole County		218,352
	Subtotal	<hr/> \$ 2,278,248
<b>Total Local Funds</b>	<b>\$</b>	<b>82,178,216</b>

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

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 13, 2018 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2018 to September 30, 2019 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, 2019; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

**"Current Fiscal Year"** shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.

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

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

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

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

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2019 and ending the following September 30, 2020.

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

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

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

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2020 and ending the following September 30, 2021.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2019 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2020 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)



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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

**9. Public Records. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

Clerk of Court  
1101 E. 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. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Leonard Antmann, Director of Finance

With a copy to: Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esq.

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

20. **Effective Date.** The effective date of this Agreement shall be 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, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the

benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

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

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

**[Signatures appear on following page]**



**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

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

By: \_\_\_\_\_  
Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Brenda Carey, Chairwoman

For the use and reliance of Osceola  
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.

Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

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

**AKERMAN LLP,**  
Counsel for LYNX

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

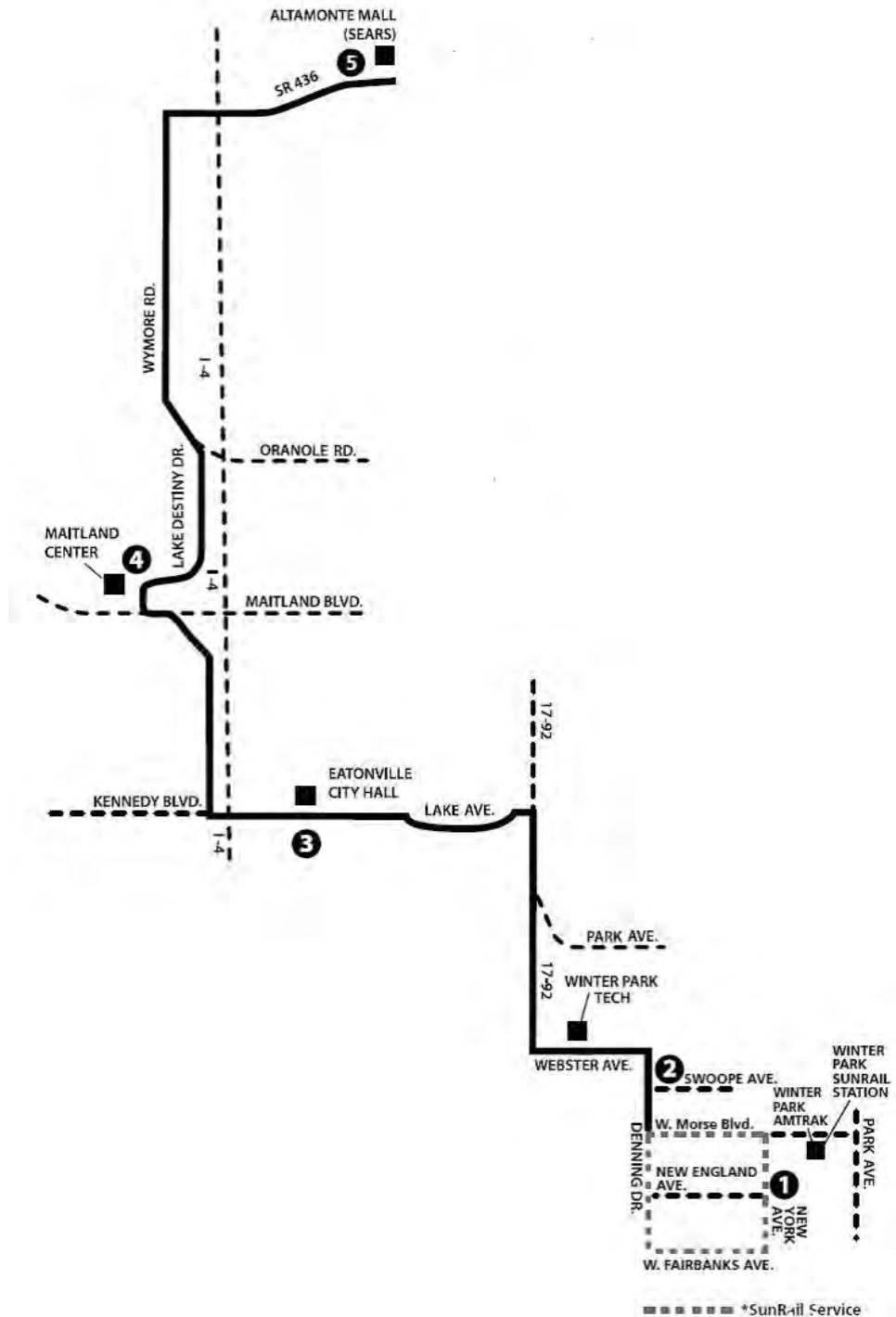
Patrick T. Christiansen, Esq.

## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

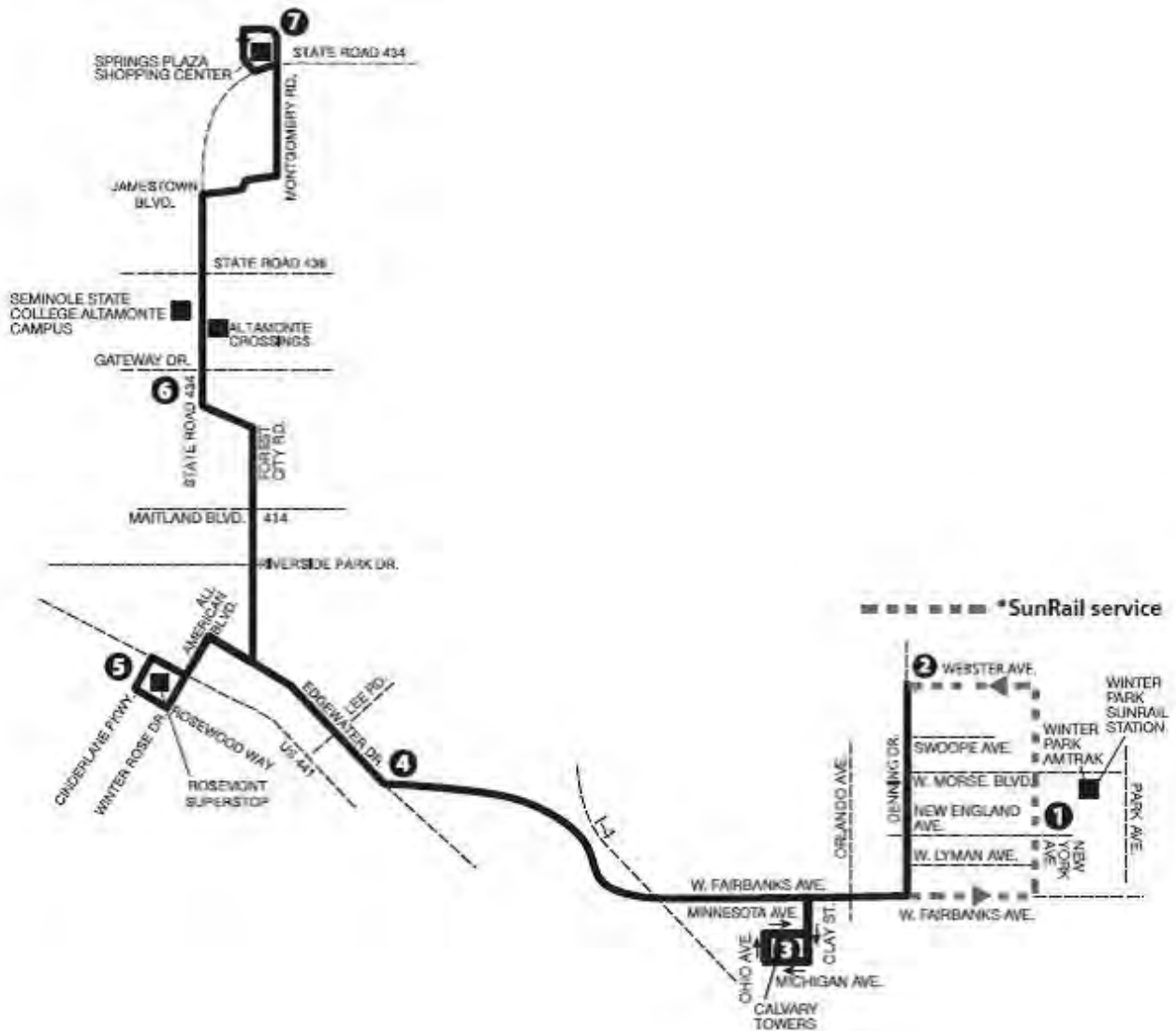
#### **LINK 1 Winter Park/Altamonte Springs**

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



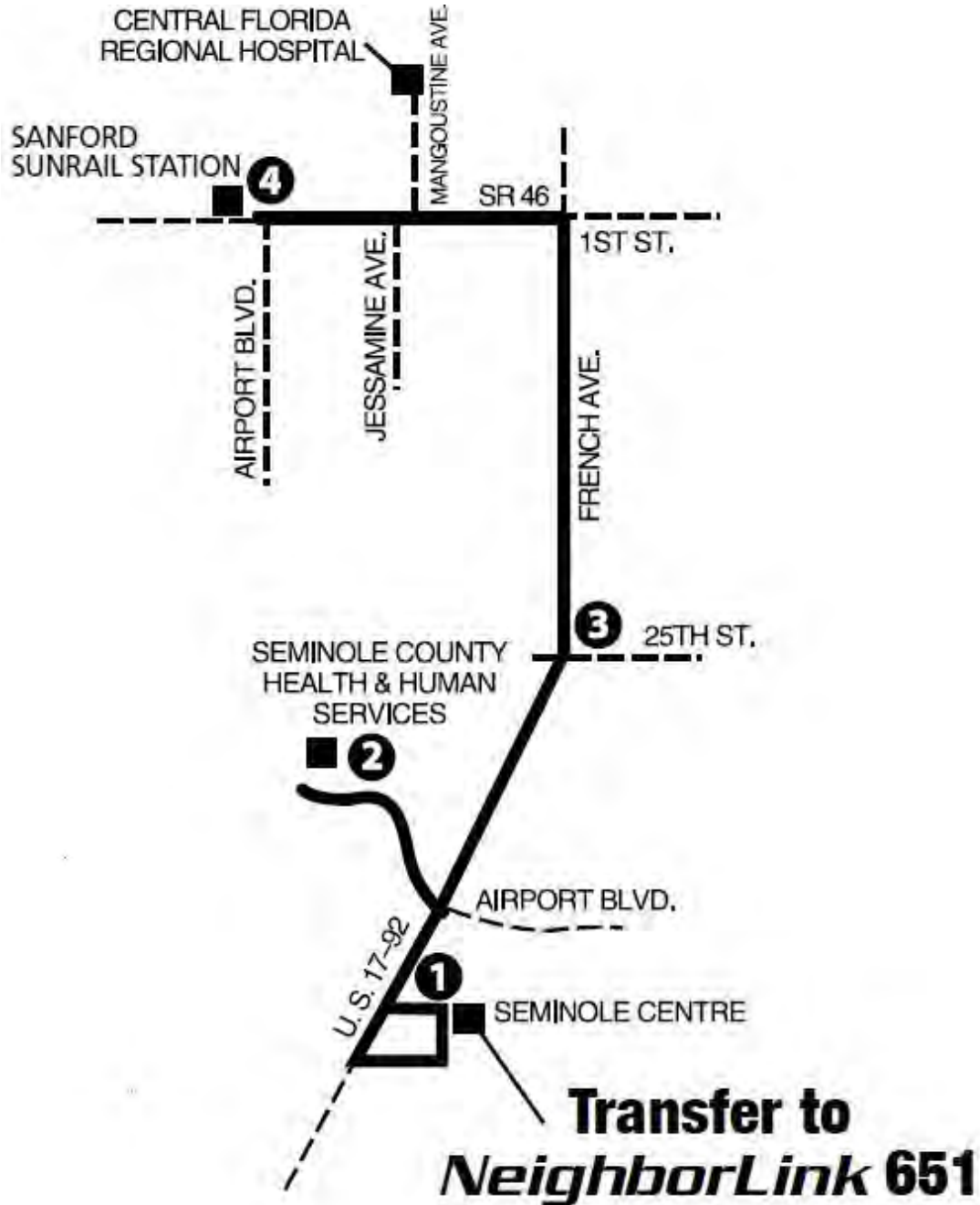
## LINK 23 Winter Park/Springs Plaza

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



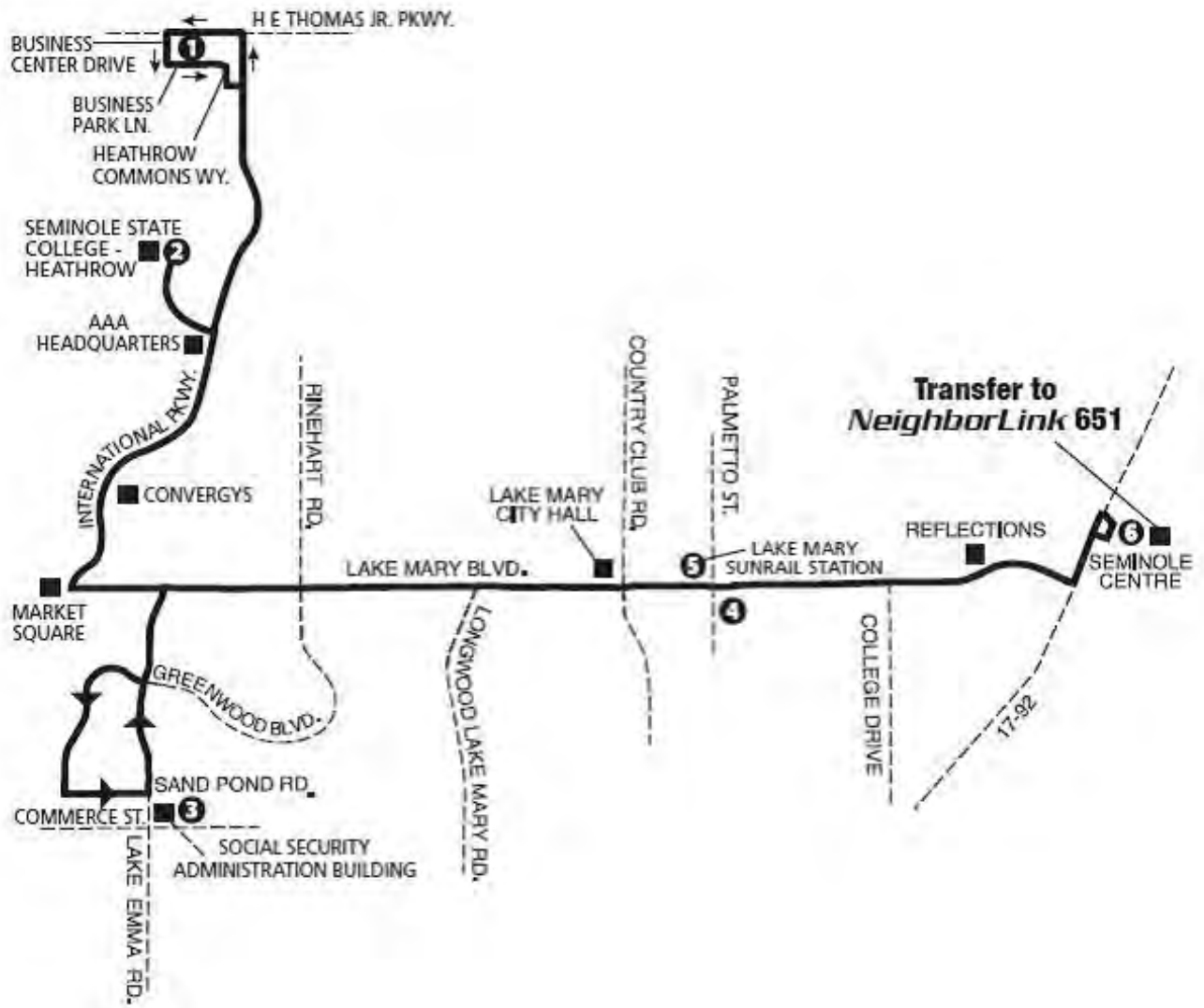
## LINK 34 Sanford

**Serving:** Seminole Centre, Seminole County Health & Human Services, Central Florida Regional Hospital, Sanford SunRail Station, and NeighborLink 651



## LINK 45 Lake Mary

**Serving:** North Point Commerce Park, 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



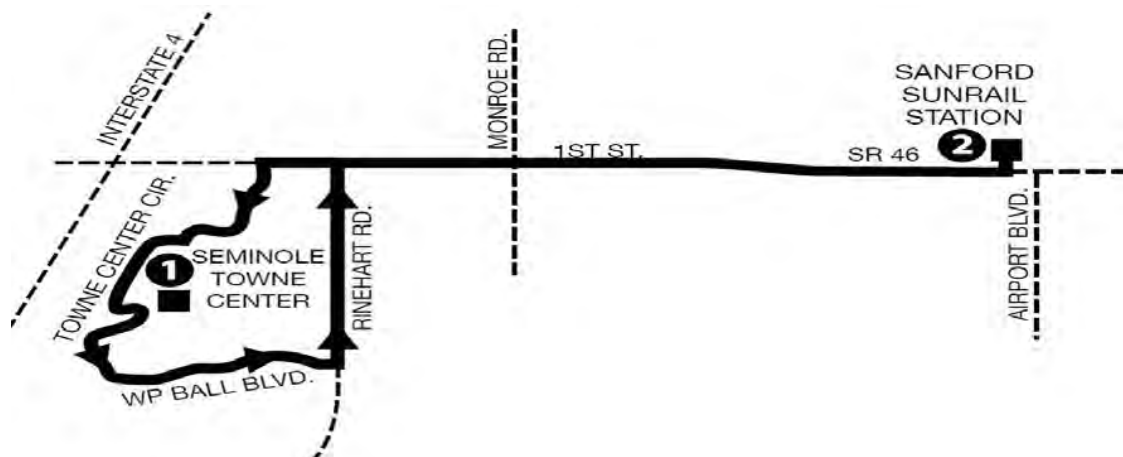
## LINK 46 East SR 46/Downtown Sanford

**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, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



## LINK 103 North 17-92 Sanford

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



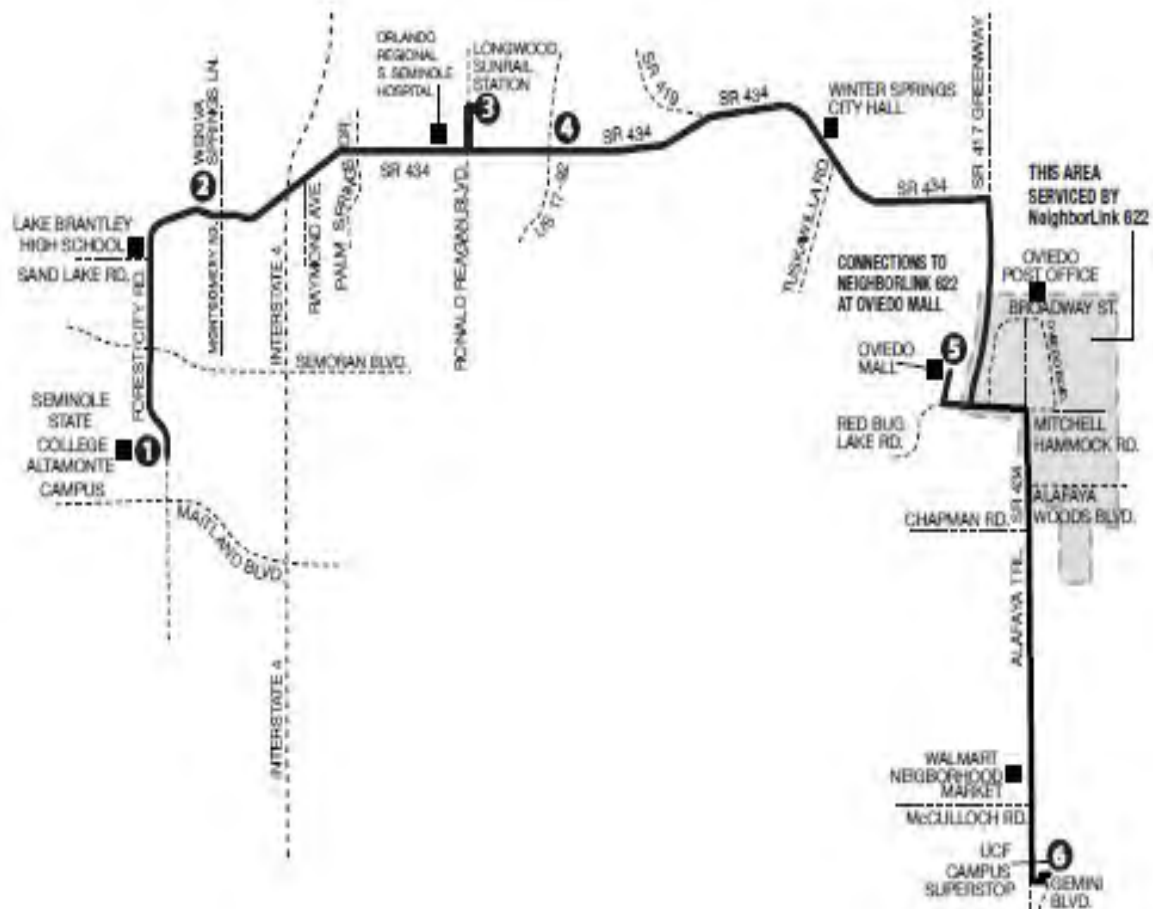
## LINK 106 N. US 441/Apopka

**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

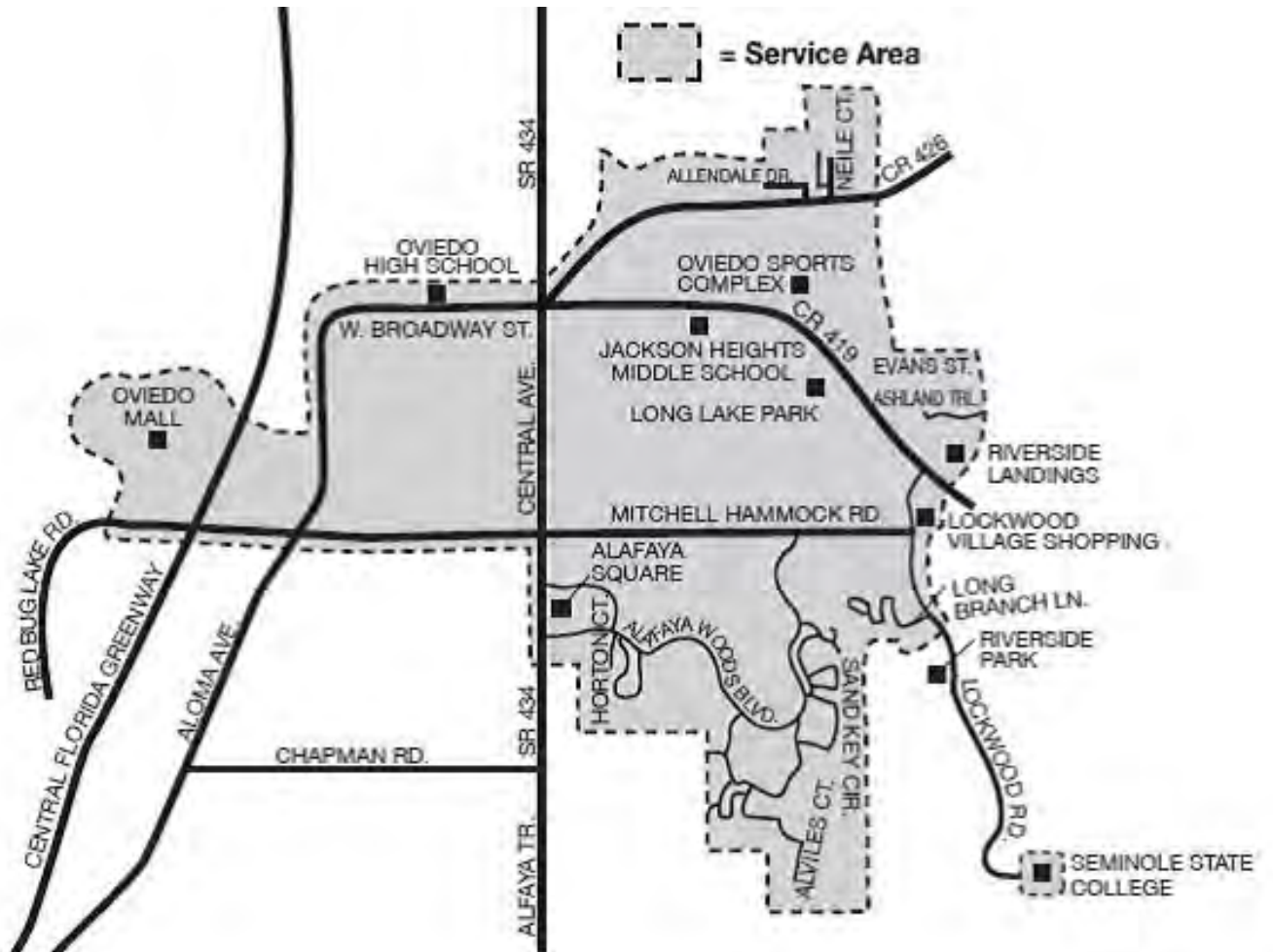


**Serving:** Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, Florida Hospital Altamonte, Fern Park, and Altamonte SunRail Station



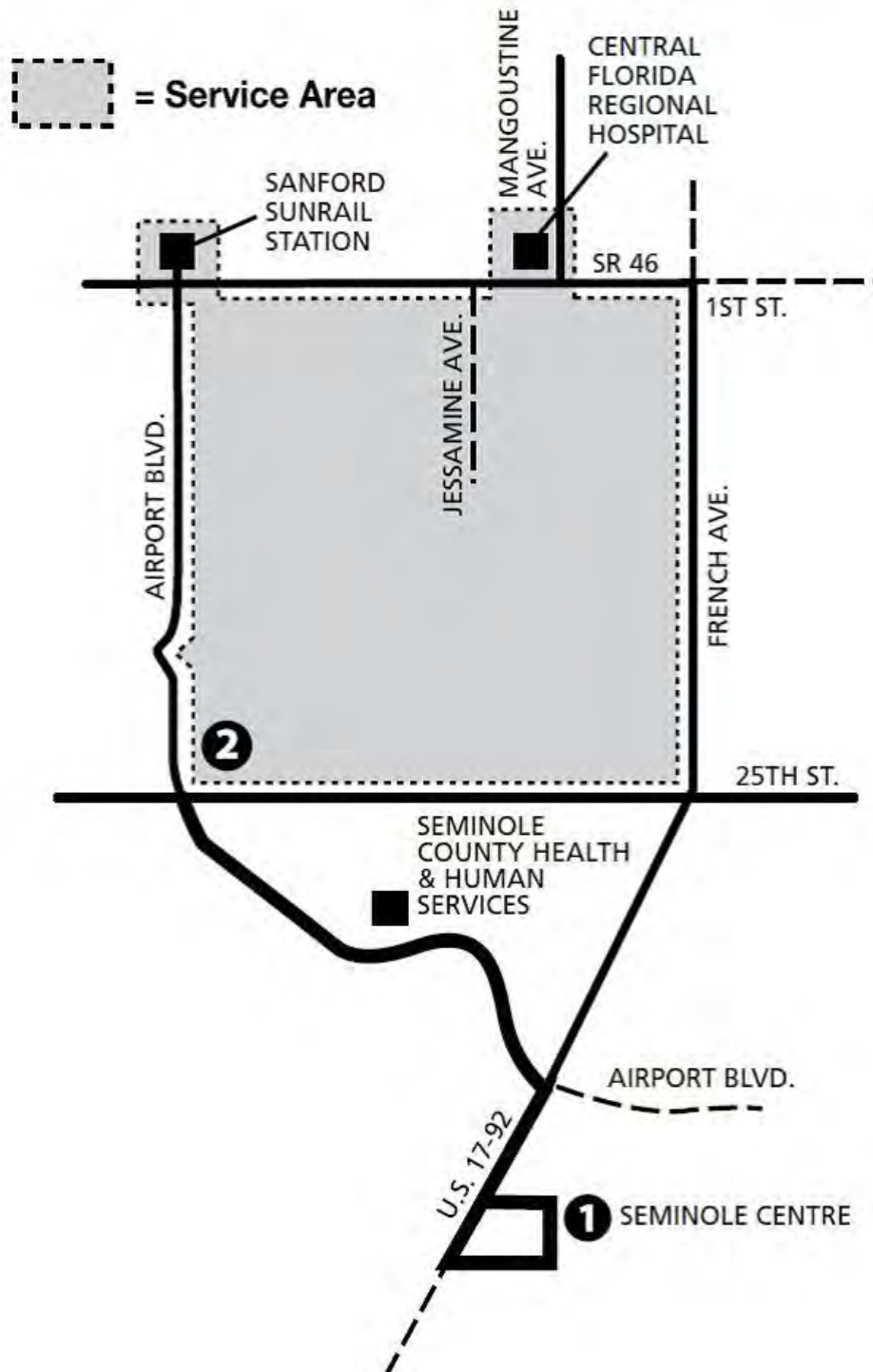
## NeighborLink 622 Oviedo

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



## 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, 2019 through September 30, 2020

### *Fixed Route Operating Costs*

<b>Link Services</b>	<b>Amount</b>
Link 1	\$182,677
Link 23	\$243,331
Link 34	\$758,630
Link 45	\$1,007,519
Link 46 E	\$522,265
Link 46 W	\$382,081
Link 102	\$574,262
Link 103	\$1,349,705
Link 106	\$52,710
Link 434	\$1,032,405
Link 436 S	\$649,936
Link 436 N	\$1,203,178
	<b>\$7,958,699</b>

<b>Operating Cost Recoveries</b>	<b>Amount</b>
Estimated Farebox Recovery	(\$2,115,670)
SunRail Feeder Service	(\$475,037)
City of Sanford	(\$93,000)
City of Altamonte Springs	(\$120,900)
Lynx Non-Operating Cost Recoveries	(\$481,145)
	<b>(\$3,285,752)</b>

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

<b><i>NeighborLink Operating Costs</i></b>	<b>Amount</b>
NL 622	\$138,799
NL 651	\$122,494
	<b>\$261,293</b>

<b><i>ParaTransit Operating Costs</i></b>	<b>Amount</b>
Americans with Disabilities Act (ADA) Funding	\$2,598,653
Transportation Disadvantaged (TD) Funding	\$935,117
	<b>\$3,533,770</b>

**Total Operating Costs** **\$8,468,010**

<b><i>Capital Funding Cost</i></b>	<b>Amount</b>
\$2 per Hour Capital Funding	\$218,352
	<b>\$218,352</b>

**Total County Transit Service Cost** **\$8,686,362**

***FY2020 Billing Schedule***

October-18	\$723,864
November-18	\$723,864
December-18	\$723,864
January-19	\$723,864
February-19	\$723,864
March-19	\$723,864
April-19	\$723,864
May-19	\$723,864
June-19	\$723,864
July-19	\$723,864
August-19	\$723,864
September-19	\$723,858
<b>Annual Funding Request from County</b>	<b>\$8,686,362</b>

**Exhibit “C”**

**FUNDING MODEL INFORMATION**

		<b>FY2020 Funding Model Amount</b>
<b>Operating Funding</b>		
Orange County	\$	53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
Subtotal	\$	71,422,119
City of Orlando	\$	4,003,006
City of Orlando (Autonomous Vehicle Study) Prepaid		100,000
City of Orlando - LYMMO		2,310,500
FDOT (SunRail Feeder Routes)		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	8,477,850
Subtotal Operating Funding	\$	79,899,968
<b>Capital Contributions</b>		
Orange County	\$	1,806,724
Osceola County		253,172
Seminole County		218,352
Subtotal	\$	2,278,248
<b>Total Local Funds</b>	\$	82,178,216

# LYNX Finance & Audit Committee Agenda

## Finance Committee Action Item #6.J.

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Director Of Finance  
Michelle Daley  
(Technical Contact)

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Enter into the FY2020 Service Funding Agreements with the Municipal Funding Partners

**Date:** 9/19/2019

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Municipal Funding Partners (City of Altamonte Springs and City of Sanford) for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2020 Budget.

### **BACKGROUND:**

The Cities of 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 Municipal 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).

The funding partner agreement for FY2020 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.

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 2020 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding

# LYNX Finance & Audit Cmmittee Agenda

partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX' fiscal year.

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

## **FISCAL IMPACT:**

LYNX staff included the revenues in Exhibit C in the preliminary FY2020 Operating budget.

# LYNX Finance & Audit Committee Agenda

## EXHIBIT C:

Local Funding	FY2020 Funding Agreement
<b>Operating:</b>	
Orange County	\$ 53,758,012
Osceola County	9,196,097
Seminole County	8,468,010
	<hr/>
	\$ 71,422,119
City of Orlando	\$ 4,003,006
City of Orlando – Study for Autonomous Vehicles (Prepaid)	100,000
City of Orlando – LYMMO	2,310,500
FDOT SunRail Feeder Service	1,507,449
Reedy Creek	342,995
Altamonte Springs	120,900
City of Sanford	93,000
	<hr/>
	\$ 8,477,850
<b>Total Operating Funding</b>	<b>\$79,899,968</b>
<b>Capital Contributions:</b>	
Orange County	\$ 1,806,724
Osceola County	253,172
Seminole County	218,352
	<hr/>
	\$ 2,278,248
<b>Total Local Funding</b>	<b>\$82,178,216</b>

**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, *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 13, 2018 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for



fiscal year from October 1, 2018 to September 30, 2019 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, 2019; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

**"Current Fiscal Year"** shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.

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

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

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

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

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2019 and ending the following September 30, 2020.

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

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

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

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2020 and ending the following September 30, 2021.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2019 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2020 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

**9. Public Records. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

City of Altamonte Springs  
City Clerk's Office  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701  
407-571-8000  
[cityclerk@altamonte.org](mailto:cityclerk@altamonte.org)

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of 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. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be 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, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

**CITY OF ALTAMONTE SPRINGS,  
FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Patricia Bates, Mayor

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

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

\_\_\_\_\_  
Deputy Clerk

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

James E. Harrison, Esq., P.E.

Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

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

**AKERMAN LLP,**  
Counsel for LYNX

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

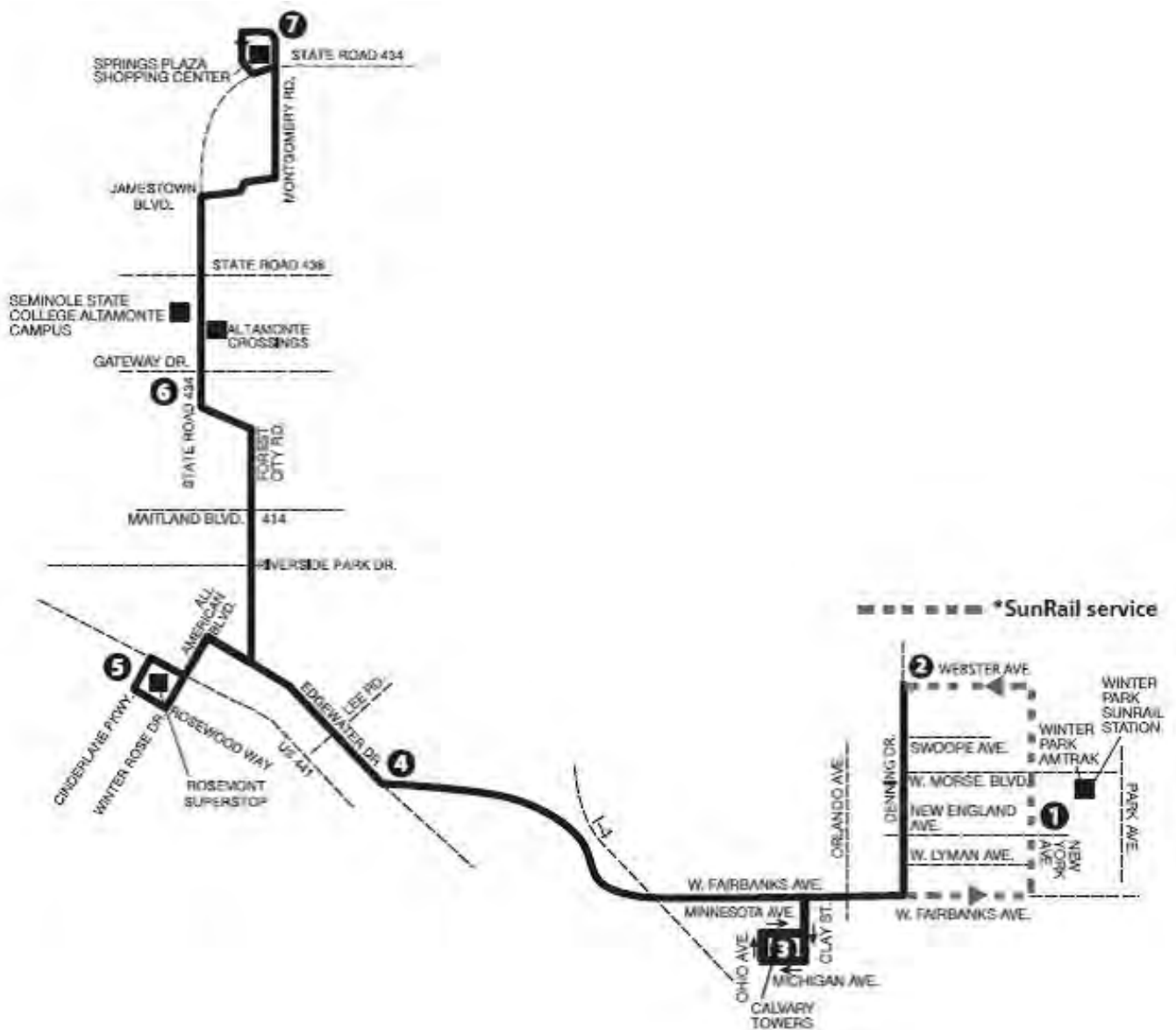
Patrick T. Christiansen, Esq.

## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

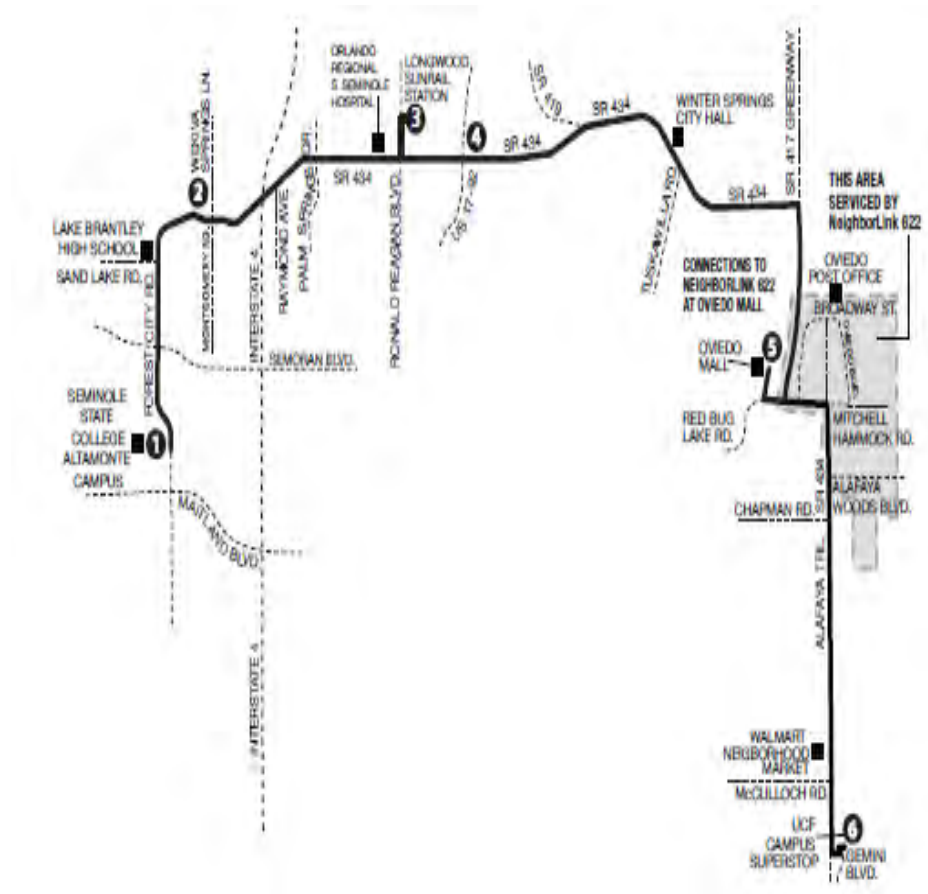
#### **LINK 23** Winter Park/Springs Plaza

**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



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



A map showing the proposed toll road route from the Orlando International Airport Landside A Level (marked with a 1) to Red Bug Lake Road. The route is a thick black line with five numbered circular markers (1-5) indicating key locations. The route starts at the airport, goes north through Lee Vista Center, T.G. Lee Blvd., Frontage Rd., Gatlin Ave., Pershing Ave., Curry Ford Rd., Lk. Underhill Rd., and then turns east through Hanging Moss Rd., University Blvd., Scarlet Rd., Aloma Avenue, and Howell Branch Rd. to end at Red Bug Lake Rd. Various other roads are shown as dashed lines, including S.R. 436, Fernwood Blvd., Oxford Rd., and S.R. 436 (Senoran Blvd.). A scale bar at the top left indicates 17.92 miles.



**Exhibit “B”**

**APPROPRIATED AMOUNT**

**October 2019 through September 2020                      \$ 120,900**

<b>Exhibit B City of Altamonte Springs Transit Service Costs For FY2020</b>	
<b>Total County Transit Service Cost</b>	<b>\$ 120,900</b>

<b>FY2020 Billing Schedule:</b>	
October 2019	\$ 30,225
January 2020	\$ 30,225
April 2020	\$ 30,225
July 2020	\$ 30,225
<b>Annual Funding Request from City</b>	<b>\$ 120,900</b>

**Exhibit “C”**

**FUNDING MODEL INFORMATION**

		<b>FY2020 Funding Model Amount</b>
<b>Operating Funding</b>		
Orange County	\$	53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
Subtotal	\$	71,422,119
City of Orlando	\$	4,003,006
City of Orlando (Autonomous Vehicle Study) Prepaid		100,000
City of Orlando - LYMMO		2,310,500
FDOT (SunRail Feeder Routes)		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	8,477,850
Subtotal Operating Funding	\$	79,899,968
<b>Capital Contributions</b>		
Orange County	\$	1,806,724
Osceola County		253,172
Seminole County		218,352
Subtotal	\$	2,278,248
<b>Total Local Funds</b>	\$	82,178,216

**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 November 13, 2018 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2018 to September 30, 2019 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, 2019; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2019 and ending on September 30, 2020 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

**"Current Fiscal Year"** shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.

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

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

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

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

**“Fiscal Year”** or **“Current Fiscal Year”** means the twelve (12) month period commencing October 1, 2019 and ending the following September 30, 2020.

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

**“FDOT”** means the Florida Department of Transportation.

**“FTA”** means the Federal Transit Association.

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

**“Next Fiscal Year”** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2020 and ending the following September 30, 2021.

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2019 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2020 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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



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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

**9. Public Records. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS**

## **AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:**

City of Sanford  
City Clerk's Office  
300 N. Park Avenue  
Sanford, Florida 32771  
407-688-5014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of Sanford  
300 N. Park Avenue  
Sanford, Florida 32771  
Attn: Norton N. Bonaparte, Jr., City Manager

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

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Leonard Antmann, Director of Finance

With a copy to: Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esq.

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

20. **Effective Date.** The effective date of this Agreement shall be 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, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

**CITY OF SANFORD, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Jeff Triplett, 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: \_\_\_\_\_

James E. Harrison, Esq., P.E.

Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

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

**AKERMAN LLP,**  
Counsel for LYNX

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

Patrick T. Christiansen, Esq.



## Exhibit “A”

### DESCRIPTION OF SERVICE AREA

### DESCRIPTION OF SERVICE AREA

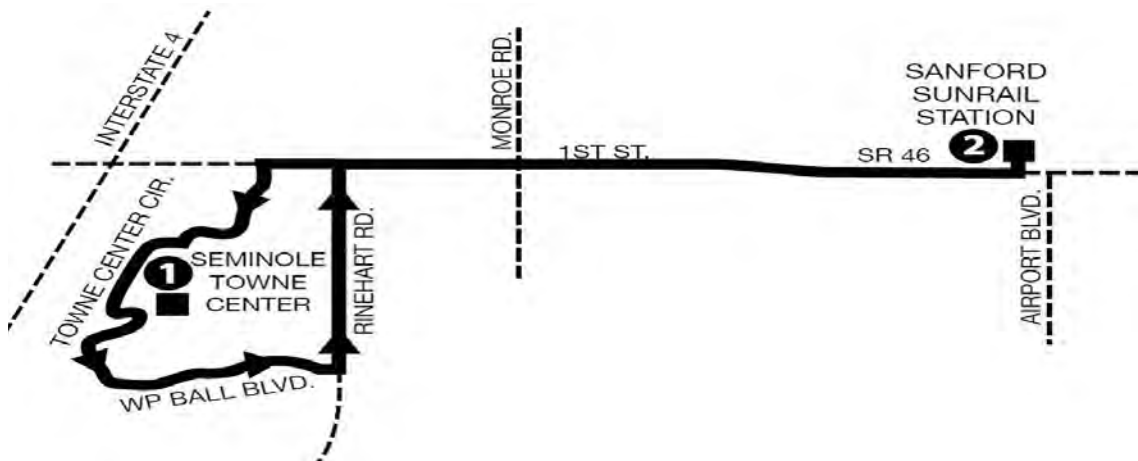
#### **LINK 46 East SR 46/Downtown Sanford**

**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 2019 through September 2020      \$ 93,000**

<b>Exhibit B City of Sanford Transit Service Costs For FY2020</b>	
<b>Total City Transit Service Cost</b>	<b>\$ 93,000</b>

<b>FY2020 Billing Schedule:</b>	
October 2019	\$ 7,750
November 2019	\$ 7,750
December 2019	\$ 7,750
January 2020	\$ 7,750
February 2020	\$ 7,750
March 2020	\$ 7,750
April 2020	\$ 7,750
May 2020	\$ 7,750
June 2020	\$ 7,750
July 2020	\$ 7,750
August 2020	\$ 7,750
September 2020	\$ 7,750
<b>Annual Funding Request from City</b>	<b>\$ 93,000</b>

**Exhibit “C”**

**FUNDING MODEL INFORMATION**

		<b>FY2020 Funding Model Amount</b>
<hr/>		
<b>Operating Funding</b>		
Orange County	\$	53,758,012
Osceola County		9,196,097
Seminole County		8,468,010
		<hr/>
Subtotal	\$	71,422,119
City of Orlando	\$	4,003,006
City of Orlando (Autonomous Vehicle Study) Prepaid		100,000
City of Orlando - LYMMO		2,310,500
FDOT (SunRail Feeder Routes)		1,507,449
Reedy Creek		342,995
Altamonte Springs		120,900
City of Sanford		93,000
		<hr/>
Subtotal	\$	8,477,850
Subtotal Operating Funding	\$	<b>79,899,968</b>
<b>Capital Contributions</b>		
Orange County	\$	1,806,724
Osceola County		253,172
Seminole County		218,352
		<hr/>
Subtotal	\$	2,278,248
<b>Total Local Funds</b>	<b>\$</b>	<b>82,178,216</b>