

Meeting Date: 9/24/2020 Meeting Time: 1:00 PM Central Florida Regional Transportation Authority 455 N. Garland Ave. 2nd Floor Board Room

Orlando, FL 32801

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

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

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

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

- 1. Call to Order
- 2. Approval of Minutes
 - Board of Directors Meeting Minutes 8.27.20

Pg 4

- 3. Public Comments
 - Citizens who would like to speak under Public Comments shall submit a request form to the Assistant Secretary prior to the meeting. Forms are available at the door.
- 4. Chief Executive Officer's Report
- 5. Oversight Committee Report
- 6. Consent Agenda
 - A. Request for Proposal (RFP)

	i.		Authorization to Release a Request for Proposal (RFP) for Construction Improvements to the Florida Mall Transfer Center	Pg 8
	ii.		Authorization to Release a Request for Proposal (RFP) for Transit Planning Software-As-A-Service	Pg 10
В.	Award C	Contra	cts	
	i.	1312 A	Authorization to Award and Negotiate a Contract to Data Transfer Solutions (DTS), LLC	Pg 12
	ii.	1362	Authorization to Award and Negotiate Contract #20-C74 to Aramark Uniform & Career Apparel, LLC, to Provide LYNX With Uniform Rental and Laundering Services	Pg 14
	iii.		Authorization to Award and Negotiate a Contract to ADAride.com, LLC for Functional Assessment Travel Training Services	Pg 16
	iv.		Authorization to Award and Negotiate a Contract to Mansfield Oil Co. Gainesville, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline through the End of FY2021	Pg 18
	٧.		Authorization to Award and Negotiate a Contract to Colonial Oil Industries, Inc. for Fuel Delivery of Ultra Low Sulfur Diesel through the End of FY2021	Pg 20
	vi.	1372 A	Authorization to Award and Negotiate a Contract to Colonial Oil Industries, Inc. for Fuel Delivery of Biodiesel through the End of FY2021	Pg 22
	vii.	1362 A	Authorization to Award and Negotiate Contract #20-C80 for Auditing Services to MSL, PA	Pg 2 4

i. Authorization to Exercise the Second Option Year of Contract #18-C130 & #18-C128 Pg 27 with City Cab Company of Orlando, LLC d/b/a Mears & UZURV Holdings, Inc. for the Purchase of Transportation Services Provided by Taxi and Transportation Network Company (TNC) Suppliers D. Miscellaneous i. Authorization to Approve Insurance Renewal Pq 29 ii. Authorization to Reject A Worker's Compensation Settlement Agreement Proposal and Pg 31 Approve Alternative Settlement Proposal Pursuant to Administrative Rule 6 iii. Authorization to Auction Surplus Capital Items and Obsolete Parts Pg 33 iv. Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 36 ٧. Authorization to Execute MetroPlan Orlando's FY2020-2021 Unified Planning Work Pg 39 Program (UPWP) Pass-Thru Funding Agreement -Attachments vi. Authorization to Execute Transportation Disadvantaged Coordination Contract between Pg 58 Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2021 Pq 60 Authorization to Initiate Public Outreach Process for Fiscal Year 2021 Proposed Service vii. Changes viii. Authorization to Approve Changes to the LYNX Reserve Policy to Establish a Budget Pq 62 Stabilization Fund -Attachments **Action Agenda** 7. Approval of the Proposed FY2021 Operating and Capital Budgets Pg 69 В. Authorization to Enter into the FY2021 Service Funding Agreements with the Regional Funding Pq 74 **Partners** -Attachments PUL PUL C. Authorization to Enter into the FY2021 Service Funding Agreements with the Municipal Funding Pg 161 **Partners** -Attachments PDA PDA D. Authorization to Execute FY2021 Bus Service Agreements Pg 224 -Attachments PDF PDF PDF 8. Information Items Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 284

C. Extension of Contracts

Other Business

10. Monthly Reports



11. Adjourned

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

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

LYNX

Central Florida Regional Transportation Authority Board of Directors' Meeting Minutes

PLACE: LYNX Central Station

455 N. Garland Avenue

Virtual and Board Room, 2nd Floor

Orlando, FL 32801

DATE: August 27, 2020

TIME: 1:00 p.m.

Members in Attendance:

Buddy Dyer, Mayor, City of Orlando, Chair Jerry Demings, Mayor, Orange County, Vice-Chair Jared Perdue, Secretary, Florida Department of Transportation – District 5, Secretary Lee Constantine, Commissioner, Seminole County BoCC Viviana Janer, Commissioner, Osceola County BoCC

1. Call to Order

Chair Dyer called the meeting to order at 1:00 p.m.

Mr. Harrison read a statement that allows for this meeting to be held virtually pursuant to an order by the Office of the Governor Executive Order #20-69 and subsequently extended which suspends the in-person forum for this meeting and allows for video and teleconferencing. All Board members, senior LYNX staff, and general counsel, Pat Christiansen are present. There is a direct video feed in the LYNX Board Room for public comments, and a conference phone number allows the public to listen to this meeting.

Chair Dyer asked Commissioner Janer to lead the Pledge of Allegiance.

2. Approval of Minutes

Commissioner Janer moved to approve the Board of Directors meeting minutes of July 23, 2020. Commissioner Constantine seconded. The minutes were unanimously approved as presented.

3. Public Comments

Joanne Counelis said "Thank you" via email to public comments on the LYNX website.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer, stated that the installation of the driver protection shields has been completed. The temporary shields that were constructed by our Maintenance team were donated to Escambia County and Citrus Connection.

The LYNX Board has been very helpful with advancing a number of projects. The new fareboxes and the automated passenger counters have been installed and will help with contactless payments, a regional fare payment system and will help with decision making on stop placement and bus shelters.

On August 7, the Federal Transit Administration awarded LYNX \$2.8 million for the LYMMO line to transition to electric buses. Our appreciation goes to Representatives Demings, Murphy and Soto for their support of this grant.

The consent agenda contains an item to award a contract for the Rosemont Superstop construction that will provide safety, security and aesthetic improvements.

5. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier that morning. She stated that the committee approved the minutes from the July 23, 2020, Oversight Meeting. Amanda Clavijo, Chair of the Finance and Audit Committee meeting provided an update on the Finance and Audit Committee dated August 20, 2020.

The Oversight Committee recommends approval of all Consent Agenda items.

The Oversight Committee received a report on the Pine Hills transfer center, the FY2021 Operating and Capital budgets and proposed changes to the reserve policy.

6. Consent Agenda:

Chair Dyer asked Mr. Harrison if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.iv.

Mr. Harrison stated that he recommends all Consent Agenda items.

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for the Installation, Repair and Removal of LYNX Transit Shelters and Associated Amenities
- ii. Authorization to Release a Request for Proposal (RFP) for the Purchase, Installation, and Maintenance of Surveillance Cameras with DVRs for ACCESS LYNX, Paratransit and NeighborLink Service Vehicles
- iii. Authorization to Release a Request for Proposal (RFP) of the Construction Phase for the LYMMO Orange Line State of Good Repair (LYMMO OL SGR)

B. Award Contracts

i. Authorization to Negotiate and Award a Contract to R. L. Burns, Inc. for the Construction of Safety, Security, and Aesthetic Improvements at the Rosemont Transfer Center

C. Extension of Contracts

- i. Authorization to Exercise the First Option Year of Contract #18-C02 with Bridgestone Americas Tire Operations, LLC for Tire Leasing
- ii. Authorization to Exercise the First Option Year of Contract #18-C48 with TJ's Quality Construction Clean-Up Inc., for Pressure Washing LYNX Central Station and Facilities
- iii. Authorization to Exercise the Second Option Year of Contract #17-C05 with Helping Hand Lawn Care, LLC for Landscape Maintenance at LYNX Central Station (LCS), LYNX Facilities, and Transfer Facilities
- iv. Authorization to Exercise the Second Option Year for Third Party Claims Administration Services Contract #17-C10 Preferred Government Claims Solutions (PGCS) and Increase the Contract Not-To-Exceed (NTE) Amount to \$1,200,000

D. Miscellaneous

- i. Authorization to Submit an Application to the State of Florida, Division of Emergency Management for Funding Authorized by the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program
- ii. Authorization to Submit the FY2021 Transit Development Plan Annual Minor Update
- iii Authorization to Negotiate and Enter into Agreements Related to the Construction of the Pine Hills Transfer Center
- iv. Authorization to Auction Surplus Capital Items and Obsolete Parts

Chair Dyer asked for a motion on the Consent Agenda items. Commissioner Constantine made a motion to approve Consent Agenda items 6.A.i through 6.D.iv. Seconded by Mayor Demings. Motion passed unanimously

7. Work Session

A. Update on the FY2021 Proposed Operating and Capital Budgets

Chair Dyer recognized Leonard Antmann, Director of Finance, to make the presentation. Mr. Antmann stated that the local funding partner's contributions will remain the same as last year.

Fare revenues are projected at sixty percent of last year. Advertising revenues are forecasted to generate \$2.2 million. Material supplies and wages are expected to increase for cleaning and disinfecting due to COVID.

Mayor Demings asked about the collecting of fares. Mr. Harrison stated that fare collection will resume on September 1. This coincides with the completion of the driver protection shields installation.

Mr. Antmann continued with the Capital budget. The majority of funds are for fleet replacement and construction and maintenance of bus stops and Superstops. We have also budgeted for a bus disinfecting system. The majority of the funds are Federal funds. The rest is from grants and our funding partners.

Mayor Demings asked if vehicles are ordered in one year, and delivered in another year, are the buses current manufacturing year or the year the bus was ordered. Mr. Slot, Chief Innovation and Sustainability Officer, replied that it depends on the vehicle and the manufacturer.

8. Information Items:

There was one item for review purposes only, no action was requested.

A. Notification of Settlement Agreements Pursuant to Administrative Rule 6

9. Monthly Reports: (For review purposes only)

There were five reports in the packets for review purposes only. No action was required.

- A. Communications Report July 2020
- B. Mobility Service Report
- C. Monthly Financial Report June 2020
- D. Planning and Development Report August 2020
- E. Ridership Report June 2020

10. Other Business

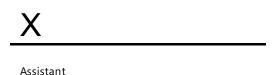
No other business was discussed.

11. Adjourned:

The meeting adjourned at 1:11 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the August 27, 2020 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.





Consent Agenda Item #6.A. i

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance

Jeffrey Reine

(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release a Request for Proposal (RFP) for Construction

Improvements to the Florida Mall Transfer Center

Date: 9/24/2020

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 the Construction Improvements to the Florida Mall Transfer Center.

BACKGROUND:

LYNX has been working over the past two years with Simon Properties, the owners of the Florida Mall, for improvements to the transfer center located here. The last time that this facility was improved was 13 years ago with the installation of additional shelters. Since that time, the amount of buses and the sizes of buses have both increased. This has created the need for an extension of the facility to the south of its existing location by approximately 450 feet. This extension will allow for each bus route to have its own area to board and alight passengers. Additionally, this project will tie into pedestrian improvements that LYNX was able to partner with Orange County Public Works for construction.

The currently proposed improvements will include the manufacture and installation of custom shelters, installation of sidewalk and ADA bus pads, increased lighting, conduit for future ITS and CCTV components and improved landscaping. LYNX plans to use our existing contract with Spencer Fabrication (19-C46) for the manufacturing and installation of the custom shelters. The balance of the improvements will be performed as part of the scope of work of this RFP.



DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal of 5% is assessed for this procurement. LYNX's procurement policy requires the proposer to submit documented good faith efforts to subcontract portions of their work for material, supplies and services to Small and Disadvantaged Business Enterprise (DBE) Firms.

FISCAL IMPACT:

The FY2021 Proposed Capital Budget includes \$1,945,413 for this project. This project is Federal 5307 Capital Funded.



Consent Agenda Item #6.A. ii

To: LYNX Board of Directors

From: Tomika Monterville

Director Of Plan And Development

Myles Okeefe

(Technical Contact) **Bruce Detweiler**(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Release a Request for Proposal (RFP) for Transit Planning

Software-As-A-Service

Date: 9/24/2020

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 Transit Planning Software-As-A-Service (SaaS).

BACKGROUND:

Since 2017, the LYNX Planning and Development Department staff have utilized the transit planning software known as Remix. The cloud-based, SaaS became integral to the Service Planning process for modifying existing routes and developing new routes, as the needs of the Central Florida region changed. Staff and its contractors leveraged the platform as part of the Major Update to the Transit Development Plan (TDP) in 2017 and continued to leverage the Remix platform as part of the agency's Route Optimization Study (ROS). More recently, Staff and its contractors utilized Remix to support the funding partners' plans for future transit services.

LYNX Staff values the ability to quickly modify and create new routes, respond to changes in the operating environment – be they short-term detours or longer-term enhancements – and to quickly share this information internally and with external partners and stakeholders. More importantly, Staff values data-driven decision making and recommendations.

Over the years, SaaS platforms have grown and new ones have been produced. As such, LYNX staff are seeking proposals from all available transit planning SaaS providers to support the



agency's ability to provide quick responses to service inquiries, situational needs, and its triannual service change process.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2021 Proposed Operating budget includes \$70,000 for transit planning software.



Consent Agenda Item #6.B. i

To: LYNX Board of Directors

From: Tomika Monterville

Director Of Plan And Development

Myles Okeefe

(Technical Contact)
Patricia Whitton
(Technical Contact)

Jane Tkach

(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Award and Negotiate a Contract to Data Transfer

Solutions (DTS), LLC

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and negotiate a contract to Data Transfer Solutions (DTS), LLC for an amount not-to-exceed \$129,975 to develop the LYNX Geographic Information Systems (GIS) and Intelligent Transportation System (ITS) Strategic Plan Updates.

BACKGROUND:

The GIS and ITS Strategic Plans will update the current plans that were developed in 2016 and be used as the technological foundation of the LYNX Transit Asset Management (TAM) Plan. The GIS and ITS Strategic Plans are based on a five-year horizon and will identify key technology advancements necessary for LYNX to operate and maintain a secure and safe transit system. The plans will provide a roadmap for implementing dynamic software and hardware systems and services in keeping with state, local and federal standards and requirements associated with the delivery of efficient transit services.

PROCUREMENT PROCESS

Request for Proposal #20-R16 for development of the LYNX GIS and ITS Strategic Plan updates was released on June 2, 2020, with proposals due no later than July 14, 2020. A pre-proposal meeting was held on June 11, 2020.



A total of four (4) responses to the RFP requirements were received from the following firms:

- Acroton
- Data Transfer Solutions, LLC
- Intueor Consulting, Inc.
- Ross Baruzzini

The Source Evaluation Committee (SEC) consisted of the following individuals:

- Ed Flynn, Senior Manager of Facilities Maintenance
- Brian Anderson, Senior Human Resources Generalist
- Julia James, Manager of Sustainability

The proposals were evaluated by the SEC members on the following criteria:

- Points (35) Proposer's qualifications, experience, and references
- Points (35) Project understanding and work approach to scope of services
- Points (20) Staffing and project organization
- Points (10) Fee proposal

The Source Evaluation Committee met via Zoom Video Communications on Tuesday, August 25, 2020 at 2:00pm to discuss and rank the proposal responses. The meeting was publicly noticed.

Based on the total scores for the proposal responses, the Source Evaluation Committee passed a motion to recommend that the LYNX Board of Directors authorize award of a contract to Data Transfer Solution, LLC.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this procurement.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$130,000 for this project to develop the LYNX Geographic Information Systems (GIS) and Intelligent Transportation System (ITS) Strategic Plan Updates.



Consent Agenda Item #6.B. ii

To: LYNX Board of Directors

From: Elvis Dovales

Director Of Maintenance

Elvis Dovales

(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Award and Negotiate Contract #20-C74 to Aramark

Uniform & Career Apparel, LLC, to Provide LYNX With Uniform Rental

and Laundering Services

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contract # 20-C74 to Aramark Uniform & Career Apparel, LLC, to provide LYNX with uniform rental and laundering services through September 30, 2023. The Not-to-Exceed (NTE) for this contract is \$111,543.

BACKGROUND:

On January 20, 2020, LYNX staff is requested the Board of Directors' authorization to release a Request for Proposal (RFP) for uniform rental and laundering services. Laundered uniforms must be supplied to Maintenance Bargaining Unit Employees as per the Labor Agreement between LYNX and the Amalgamated Transit Union Local 1596. The RFP was for a period of three (3) years with two (2) one-year options.

The RFP required suppliers to submit a fixed fee cost to provide services and supplies in accordance with the scope of work.

This is a contract to provide LYNX the following services and supplies on an on-going basis:

- Vehicle Maintenance Mechanics Uniforms, Shop Rags, Floor Mats
- Finance Material Control Clerk and Supervisor Uniforms, Revenue Clerk Smocks
- FDOT Highway Assistance Program (Road Ranger) Road Ranger Uniforms



The LYNX Selection Evaluation Committee (SEC) determined that Aramark Uniform & Career Apparel, LLC provided the most viable proposal based on their methodology, experience, references, and pricing.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal applicable for this activity.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$123,591 for Maintenance Uniform Rental and Laundering services.



Consent Agenda Item #6.B. iii

To: LYNX Board of Directors

From: Norman Hickling

Director Of Mobility Services

Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Award and Negotiate a Contract to ADAride.com, LLC

for Functional Assessment Travel Training Services

Date: 9/24/2020

ACTION REQUESTED:

LYNX staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to award and negotiate a contract with ADAride.com, LLC for paratransit eligibility functional assessments and travel training. The Not-to-Exceed (NTE) for this contract is \$874,113.

BACKGROUND:

On May 26, 2010, the LYNX Board of Directors approved the award of contract (#10-R03) to ADAride.com, LLC to perform functional assessments and travel training for a total of five years. On March 26, 2015, the Board authorized staff to release a Request for Proposal (RFP) for ADA Functional Assessments and Travel Training. The contract (#15-C11) was executed on July 23, 2015, for the term beginning August 16, 2015 to August 15, 2018, with two one year renewal option years, which were exercised. At the July 25, 2019 Board of Directors meeting, staff was authorized to exercise the second option year of contract (#15-C11) with ADArides.com, LLC, for Functional Assessments and Travel Training. Also, at the same meeting, the Board authorized staff to issue a Request for Proposal (RFP) for Functional Assessments and Travel Training services.

Two (2) organizations responded to RFP 20-R17 ADA Functional Assessment and Travel Training.

- IPS-LYNX
- ADARide.com, LLC



The Source Evaluation Committee (SEC) consisted of the following LYNX staff:

- Robert Carey Safety Officer
- Jeff Reine Senior Project Manager
- Alena Dvornikova Project Manager

The SEC met on August 13, 2020, to review and evaluate the proposals based on the following criteria:

- 1. Respondent's Approach 35%
- 2. Respondent's Experience and Technical Competence 25%
- 3. Respondent's Qualifications and Experience of the Firm and Key Personnel 20%
- 4. Price 20%

The final tabulation of the SEC scoring resulted in a total Ordinal Ranking score of 3 for ADAride.com and a score of 6 for IPS-LYNX. The SEC unanimously voted ADAride.com, LLC as the successful proposer for contract negotiation.

Functional assessments are in-person physical and cognitive assessments that screen ACCESS LYNX applicants' ability to use the fixed route system or NeighborLink service. In addition to the written application, the functional assessment provides an opportunity for new and recertification applicants to explain their circumstances and abilities. The purpose of travel training is to assist individuals who may have been denied eligibility and/or who want to learn how to access the LYNX fixed route or NeighborLink service.

By providing travel training, LYNX is able to offer additional mobility solutions not only to applicants who have been denied ADA paratransit service, but also to our ADA paratransit eligible customers who want to use the ACCESS Plus+ program for part of their rides.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this procurement.

FISCAL IMPACT:

The FY2020 Amended Operating Budget included \$168,000 and the FY2021 Proposed Operating Budget includes \$300,000 for functional assessment and travel training.



Consent Agenda Item #6.B. iv

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance Christopher Plummer (Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award and Negotiate a Contract to Mansfield Oil Co.

Gainesville, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline through

the End of FY2021

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and negotiate a contract to Mansfield Oil Co. Gainesville, Inc. for fuel delivery of 87 Octane Unleaded Gasoline through the end of FY2021.

BACKGROUND:

On August 4, 2020 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel, 87 Octane Unleaded, and Biodiesel. The bids were due back on September 4, 2020, with seven (7) suppliers' submitting bids for fuel delivery of 87 Octane Unleaded Gasoline.

The current contract expires on September 30, 2020. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

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



The bid results are as follows:

Bid Proposals		87 Octane Gasoline		Pump off Fee	
Mansfield Oil Co. Gainesville, Inc.	\$	0.0384	\$	100.000	
Colonial Oil Industries, Inc.	\$	0.0830	\$	75.000	
Papco, Inc.		0.0860	\$	60.000	
Palmdale Oil Company, Inc.	\$	0.1172	\$	-	
Campbell Oil and Gas Company		0.1346	\$	50.000	
Indigo Energy Partners, LLC		0.1459	\$	75.000	
SEI Fuels Services, Inc.		0.1829	\$	50.000	

The ordinal ranking for the 87 Octane unleaded gasoline bidders was:

Rank	87 Octane Gasoline	
1	Mansfield	
2	Colonial	
3	Papco	
4	Palmdale	
5	Campbell	
6	Indigo	
7	SEI	

LYNX recommends awarding the contract for 87 Octane Unleaded Gasoline Fuel Transportation Services to Mansfield Oil Co. Gainesville, Inc. for the period of October 1, 2020 – September 30, 2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this procurement.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$9,188,746 for unleaded and diesel fuel purchases.



Consent Agenda Item #6.B. v

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance Christopher Plummer (Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award and Negotiate a Contract to Colonial Oil

Industries, Inc. for Fuel Delivery of Ultra Low Sulfur Diesel through the

End of FY2021

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and negotiate a contract to Colonial Oil Industries, Inc. for fuel delivery of Ultra Low Sulfur Diesel through the end of FY2021.

BACKGROUND:

On August 4, 2020 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel, 87 Octane Unleaded, and Biodiesel. The bids were due back on September 4, 2020, with seven (7) suppliers submitting bids for fuel delivery of Ultra Low Sulfur Diesel.

The current contract expires on September 30, 2020. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

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



The bid results were received as follows:

Bid Proposals	Ultra Lo	w Sulfur Diesel	Pui	mp off Fee
Colonial Oil Industries, Inc.	\$	0.0617	\$	75.000
Mansfield Oil Co. Gainesville, Inc.	\$	0.1307	\$	100.000
Palmdale Oil Company, Inc.	\$	0.1359	\$	-
Campbell Oil and Gas Company	\$	0.1367	\$	50.000
Indigo Energy Partners, LLC	\$	0.1376	\$	75.000
Papco, Inc.	\$	0.1447	\$	60.000
SEI Fuels Services, Inc.	\$	0.2400	\$	50.000

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

Rank	Ultra Low Sulfur Diesel	
1	Colonial	
2	Mansfield	
3	Palmdale	
4	Campbell	
5	Indigo	
6	Рарсо	
7	SEI	

LYNX recommends awarding the contract for Ultra Low Sulfur Diesel (ULSD) Fuel Transportation Services to Colonial Oil Industries, Inc. for the period of October 1, 2020 – September 30, 2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this procurement.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$9,188,746 for unleaded and diesel fuel purchases.



Consent Agenda Item #6.B. vi

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance Christopher Plummer (Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award and Negotiate a Contract to Colonial Oil

Industries, Inc. for Fuel Delivery of Biodiesel through the End of FY2021

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and negotiate a contract to Colonial Oil Industries, Inc. for fuel delivery of Biodiesel through the end of FY2021.

BACKGROUND:

On August 4, 2020 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel, 87 Octane Unleaded, and Biodiesel. On September 4 2020, two (2) suppliers submitted bids for fuel delivery of Biodiesel.

The current contract expires on September 30, 2020. The bid required suppliers to provide a price per gallon that should be determined by Oil Price Information Services (OPIS) daily average price per gallon for Orlando, Florida; and is determined at the close of business on the date of fuel delivery as published at www.opisnet.com. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

This is a contract to supply the services to LYNX on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of approximately 250,000 gallons Biodiesel.



The bid results are as follows:

Bid Proposals		B-99	В9	9-Pump Off
Palmdale Oil Company, Inc.	\$	0.05930		
Colonial Oil Industries, Inc.		(0.55430)	\$	75.00

The ordinal ranking for the B-99 bidders was as follows.

Rank	B-99
1	Colonial Oil Industries, Inc.
2	Palmdale

LYNX recommends awarding the contract for B-99 Fuel Transportation Services to Colonial Oil Industries, Inc. for the period of October 1, 2020 – September 30, 2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this procurement.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$9,188,746 for unleaded and diesel fuel purchases.



Consent Agenda Item #6.B. vii

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance Christopher Plummer (Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Award and Negotiate Contract #20-C80 for Auditing

Services to MSL, PA

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award and negotiate the auditing services Contract #20-C80 to MSL, P.A. to perform services outlined in LYNX Request for Proposal (RFP) #20-R04 "Auditing Services" for three (3) years with two (2) one-year options to renew, with a contract not to exceed (NTE) amount of \$491,000.

BACKGROUND:

At the September 30, 2019, LYNX Board of Director's meeting, staff received authorization to issue a Request for Proposal (RFP) for Auditing Services. The RFP was released January 10, 2020, and responses were due February 28, 2020. Eight (8) proposals were received from the following firms:

- Carr, Riggs & Ingram, LLC
- Cherry Bekaert, LLP
- CliftonLarsonAllen, LLP
- Crowe, LLP
- Mauldin & Jenkins, LLC
- MSL, P.A.
- Plante & Moran, PLLC
- RSM US, LLP

LYNX B@ard Agenda

The auditor selection committee consisted of the following local Funding Partner representatives:

- Commissioner Janer (Osceola County Auditor Selection Committee, Chairwoman)
- Kurt Petersen (Orange County)
- Lorie Bailey Brown (Seminole County)
- Michelle McCrimmon (City of Orlando)
- Jo Santiago (Florida Department of Transportation, 5th District)

The proposals were evaluated by each member of the auditor selection committee based on the following criteria set forth in the RFP:

- Qualification of the Accounting Firm (30%) evaluation of proposer's qualifications as determined by professional qualifications, experience, and expertise.
- Staff Knowledge (25%) evaluation of the proposer's governmental auditing staff including level of effort by position.
- Methodology / Approach (25%) the tasks to be undertaken and the methodology for performing such tasks.
- Proposer Cost / Fee Schedule (20%) was evaluated for reasonableness.

The auditor selection committee met on July 21st, 2020 at 10:00am to discuss the eight (8) proposals from the aforementioned bidders. The meeting was publicly noticed in accordance with the Florida Sunshine Law.

The initial scoring and ordinal ranking occurred as follow:

Proposer	Score	Ordinal Ranking
Cherry Bekaert, LLP	454	12
MSL, P.A.	449	16
Mauldin & Jenkins, LLC	449	20
CliftonLarsonAllen, LLP	438	21
Crowe, LLP	433	22
Plante & Moran, PLLC	441	25
RSM US, LLP	432	29
Carr, Riggs & Ingram, LLC	412	35

After the initial ordinal rankings were memorialized, the auditor selection committee voted to shortlist the top 3 proposers. The selection committee meeting was held on Tuesday, September 15, 2020. Requested of the proposers was a short PowerPoint presentation and to be available for a live question and answer (Q&A) session regarding each firm's bid. Cherry Bekaert, LLP, MSL, P.A., and Mauldin & Jenkins, LLC each participated, and showcased their unique qualifications to determine the committee's suggested contract winner.



After the PowerPoint presentation and Q&A session, each SEC member voted using an ordinal ranking system 1-3; with the lowest total score, MSL, P.A. as the committee's recommendation for contract approval (shown below).

Proposer	Ordinal Ranking
MSL, P.A.	6
Cherry Bekaert, LLP	10
Mauldin & Jenkins, LLC	14

MSL, P.A.'s proposed fee schedule is as follows:

Fiscal Year Ending	Total Maximum Fee
9/30/2020	\$95,000
9/30/2021	\$95,000
9/30/2022	\$95,000
9/30/2023	\$97,000
9/30/2024	\$99,000

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this activity.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$118,000 for Auditing Services.



Consent Agenda Item #6.C. i

To: LYNX Board of Directors

From: Norman Hickling

Director Of Mobility Services

Norman Hickling (Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Exercise the Second Option Year of Contract #18-C130 &

#18-C128 with City Cab Company of Orlando, LLC d/b/a Mears & UZURV Holdings, Inc. for the Purchase of Transportation Services Provided by Taxi

and Transportation Network Company (TNC) Suppliers

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of Contract #18-C130 & #18-C128 with City Cab Company of Orlando, LLC d/b/a Mears & UZURV Holdings, Inc. for purchased transportation services provided by Taxi and Transportation Network Company (TNC) suppliers.

BACKGROUND:

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

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

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



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

On September 30, 2019, the Board of Directors authorized the extension of the contract and allocation of \$8,311,500 for purchase of transportation services provided by Taxi and Transportation Network (TNC) for Mobility Services through the end of FY2020. This makes the total contract not-to-exceed equal to \$16,133,500 which is sufficient for FY2021.

This authorization would authorize the extension of year two of the contract and allocation of funds for the purchase of transportation services through the end of FY2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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



Consent Agenda Item #6.D. i

To: LYNX Board of Directors

From: Albert Francis

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

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Approve Insurance Renewal

Date: 9/24/2020

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, 2020 to October 1, 2021 for a Not-to-Exceed amount of \$570,463.

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's 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 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.



Premiums	FY2020	FY2021	Change
GL	\$34,310	\$65,458	\$31,148
Crime	\$1,175	\$1,175	\$0
Public Officials & EPL	\$92,821	\$58,369	(\$34,452)
APD	\$253,725	\$351,328	\$97,603
Road Ranger Auto Liabil	\$47,141	\$61,056	\$13,915
Road Ranger APD	\$25,507	\$33,077	\$7,570
TOTAL	\$454,679	\$570,463	\$115,784

The Auto Physical Damage rate, which is a flat charge, has increased. This is due to an increase in values and exposures resulting from higher values for new buses (Artic) added to the fleet while older ones (fully depreciated) at a lesser value were being retired. In addition, in 2020, one catastrophic loss has had a substantial impact on this year's loss ratio, resulting in significant increase.

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 2021 Board Meeting for authorization to bind coverage for those insurance policies that renew on April 1, 2021.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2021 Proposed Operating Budget includes \$465,506 for the insurance renewal above. Staff will include this adjustment in the mid-year budget adjustment.



Consent Agenda Item #6.D. ii

To: LYNX Board of Directors

From: Albert Francis

Chief Financial Officer

Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Reject A Worker's Compensation Settlement Agreement

Proposal and Approve Alternative Settlement Proposal Pursuant to

Administrative Rule 6

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO), or designee to reject a preliminary settlement for workers' compensation claim #0464-WC-00-0500001 in the amount of \$285,000 and approve an alternate settlement proposal of \$245,418 pursuant to LYNX Administrative Rule 6.

BACKGROUND:

On May 2, 2000, a LYNX employee suffered a compensable Workers' Compensation injury resulting in two surgical procedures to her cervical spine.

A formal claim, or Petition for Benefits, was filed on September 25, 2019. The benefits sought were Permanent Total Disability benefits. Mediation was conducted on April 17, 2020. At that time a settlement was reached for \$285,000, contingent upon Centers for Medicare Services (CMS) and LYNX Board of Directors to approve or deny the agreement. Given that the claimant is now a Medicare recipient, we are required to obtain a Mediated Settlement Agreement (MSA) in order to settle this claim. Subsequently, a reduced MSA was received from the Center for Medicare and Medicaid Services (CMS), which is the agency responsible for negotiating Medicare liens. The MSA was reduced from \$138,499 to \$59,335. An offer was made to the employee to split the savings between LYNX and herself, which would have been in the total settlement amount of \$245,418 for the claim. That offer was refused. A mediation has been scheduled for November 3, 2020 to further negotiate. The prior offer of \$245,418 will be presented for further consideration.



On July 20, 2020, the Risk Management Committee Members provided review and input in the "shade meeting" in accordance with Section 768.28, Subsection (16), Florida Statutes. They did not recommend approval of the settlement in the amount of \$285, 000 which the members felt was excessive in light of the reduction in the MSA and accompanying annuity to satisfy the costs.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

At the close of Fiscal Year 2019, a reserve liability was booked for this claim.



Consent Agenda Item #6.D. iii

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance

Warren Hersh

(Technical Contact)

Edward Velez

(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Auction Surplus Capital Items and Obsolete Parts

Date: 9/24/2020

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for October 2020. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Computer Equipment:

Surplus and obsolete computer equipment, including desktop computers and monitors with a total net book value of \$0.

Furniture, Fixtures and Equipment:

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

Support Vehicles

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



Revenue Vehicles

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

Categorical Totals

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

Surplus Equipment

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



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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2021.



Consent Agenda Item #6.D. iv

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance

Warren Hersh

(Technical Contact)

Edward Velez

(Technical Contact)

Phone: 407.841.2279 ext: 6125

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

Found Process

Date: 9/24/2020

ACTION REQUESTED:

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

BACKGROUND:

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

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

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



Lost and Found Articles

Items to Donate or Auction

Article	Count of Article
Apron	9
Baby Stroller	8
Backpack	280
Bag	461
Bible	33
Bike	472
Books	75
Cane	48
Case	69
CD, DVD, Tape	6
Cellphone	790
Clothing	100
Container	2
Cooler	3
Electronic Device	280
Envelope	25
Folder/Binder	74
Footwear	52
Glasses	453
Gloves	36
Hat	189
Jacket/Hoodie	168
Jewelry	51
Laptop/Tablet	5
Luggage	21
Lunch Bag	100
Other (See	
Description)	261
Planner	1
Purse	58
Sweater/Sweatshirt	35
Thermos/Mug	67
Tools	30
Toy	23
Umbrella	213
Watch	35
Total	4533



Items to Discard or Recycle

Article	Count of Article
Card	333
Check/Checkbook	4
I.D.	632
Keys	387
Mail	13
Medication	39
Money	1
Wallet	274
Total	1683

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2021 non-operating revenue.



Consent Agenda Item #6.D. v

To: LYNX Board of Directors

From: Tiffany Homler Hawkins

Chief Administrative Officer

Belinda Balleras (Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Execute MetroPlan Orlando's FY2020-2021 Unified

Planning Work Program (UPWP) Pass-Thru Funding Agreement

Date: 9/24/2020

ACTION REQUESTED:

Authorization to execute MetroPlan Orlando's FY2020-2021 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement for Transit Planning Projects and the Florida Commission for Transportation Disadvantaged Funding in the Amount of \$1,353,530.

BACKGROUND:

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

Annually, the Federal Transit Administration (FTA) and the Commission for the Transportation Disadvantaged (CTD) appropriate planning funds to MetroPlan Orlando. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to conduct transit planning tasks as set forth in the FY2020/2021 Unified Planning Work Program (UPWP). This agreement includes the FY 2020/21 planning funds in the amount \$900,000 and carry forward funds in the amount of \$383,530 that comprise the Federal Transit Administration (FTA) Section 5303 program. The Florida Commission for the Transportation Disadvantaged appropriated planning funds to the MetroPlan Orlando in the amount of \$70,000 in FY 2021. A portion of the Federal Metropolitan Planning Program (Section 5303) grant funds and Florida State funds are passed through to LYNX to specifically address planning activities identified according to the three (3) major sections of the MetroPlan

LYNX B@ard Agenda

Orlando Unified Planning Work Program (UPWP), which include: (1) MPO Plans and Administration; (2) Regional Planning /Public Participation and; (3) Transportation Planning. Additionally, state planning funds for transportation disadvantaged services managed by MetroPlan Orlando are passed through to LYNX.

LYNX staff has coordinated with MetroPlan Orlando to define certain transit planning tasks and their funding levels which have been incorporated into the 2020/2021 fiscal year UPWP. The UPWP has been adopted by the MetroPlan Orlando Board and is the regional document defining various transportation planning activities programmed annually by federal, state and local governments.

The 2020/2021 fiscal year LYNX planning activities included in MetroPlan Orlando's Metropolitan Planning Program and State grants include:

- Origin Destination Studies
- Transit Asset Management (TAM) Plan
- Security and Safety Plan Updates
- Sustainability Initiatives
- ITS GIS Next Generation Implementation

Attached to this Consent Agenda Item is a copy of the FY2020 – 2021 agreement with MetroPlan Orlando for transit planning activities. The proposed agreement is a recurring agreement with terms based on the annual funding allocations included in the regionally adopted Unified Planning Work Program.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Proposed FY2021 Operating Budget includes \$1,353,530 for planning projects eligible for FTA's 5303 and the Florida Commission for the Transportation Disadvantaged funding.

THIS CONTRACT, by and between the <u>Orlando Urban Area Metropolitan Planning Organization</u>, <u>d/b/a MetroPlan Orlando</u>, <u>A Regional Transportation Partnership</u>, hereinafter referred to as "METROPLAN ORLANDO" and the <u>Central Florida Regional Transportation Authority</u>, <u>d/b/a LYNX</u>, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

That for and in consideration of the mutual undertakings of the parties to this contract, METROPLAN ORLANDO and the CONTRACTOR hereby covenant and agree, each with the other, as follows:

- 1. That the CONTRACTOR hereby covenants and agrees to render professional services in carrying out and completing certain elements of the FY 2020/2021 Orlando Urban Area Unified Planning Work Program as outlined in the Scope of the Project and Budget which are attached to and made a part of this contract as Exhibit A, provided, however, that the total amount of the reimbursable costs to the CONTRACTOR shall not exceed One Million Three Hundred Fifty-Three Thousand Five Hundred Twenty-Nine Dollars and Ninety-Five Cents (\$1,353,529.95). Of this amount, Nine Hundred Thousand Dollars (\$900,000.00) shall be provided from the FTA FL-80-X015-00 grant for FY 2020/2021.
- 2. Ninety-Eight Thousand Six Hundred Fifty-Two Dollars and Sixty-Five Cents (\$98,652.65) shall be provided as carryforward funds from the FTA FL-80-X014-00 grant for FY 2019/2020 as of June 30, 2020.
- 3. Two Hundred Eighty-Four Thousand Eight Hundred Seventy-Seven Dollars and Thirty Cents (\$284,877.30) shall be provided as carryforward funds from the FTA FL-80-X013-00 grant for FY 2018/2019 as of June 30, 2020.
- 4. Seventy Thousand Dollars (\$70,000.00) shall be provided from the Florida Commission for the Transportation Disadvantaged FY 2020/2021 planning grant.
- 5. That the CONTRACTOR hereby covenants and agrees as follows:

A. Audit and Inspection

The CONTRACTOR shall permit, and require its subcontractors to permit, the Federal Transit Administration (FTA), Florida Department of Transportation (FDOT), Florida Commission for the Transportation Disadvantaged (TD) or their authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and account of the CONTRACTOR, pertaining to the development of the Project. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to FTA, FDOT, TD or their authorized representatives at all times during the period of a specific Unified Planning Work Program and for five (5) years after final payment is made on a specific Unified Planning Work Program. Copies of these documents and records shall be furnished to FTA, FDOT, TD or their authorized representatives upon request.

The CONTRACTOR shall be responsible for obtaining Project audits in accordance with the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also known as the Super Circular) 2 CFR 200, as well as Section 215.97, Florida

Statutes (Florida Single Audit Act). CONTRACTOR shall provide a copy of any audit report and any management letters to METROPLAN ORLANDO, and shall provide copies of audit reports for audits conducted in accordance with 2 CFR 200 to:

Federal Audit Clearinghouse (for Federal audits) Bureau of the Census 1201 East 10th Street Jeffersonville, IN 47132

State of Florida Auditor General (for Florida Single Audit) Room 574, Claude Pepper Building 111 West Madison Street Tallahassee, FL 32302-1450

B. Supplemental Agreements

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

C. Restrictions, Prohibitions, Controls, and Labor Provisions

- (1) <u>Compliance with Regulations</u>. The CONTRACTOR shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation 49 CFR Part 21, as amended, which are herein incorporated by reference and made a part of this Agreement.
- (2) Equal Employment Opportunity. There shall be no discrimination against any employee who is employed in the work covered by this Contract, or against any applicant for such employment, because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, advertising, layoff or termination, rates of pay or other forms of compensation or selection for training, including apprenticeship. The CONTRACTOR shall insert a similar provision in all subcontracts for services covered by this Contract.
- (3) Non-Discrimination. The CONTRACTOR, with regard to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The CONTRACTOR will not participate either directly or indirectly in discrimination prohibited by 49 CFR §21.5, including employment practices when the contract covers a program set forth in 49 CFR Part 21, Appendix A.
- (4) <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>. In all solicitations made by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials and

leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CONTRACTOR of obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, age or national origin.

- (5) <u>Disadvantaged Business Enterprises</u>. Participation by Disadvantaged Business Enterprises: The CONTRACTOR shall agree to abide by the statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONTRACTOR and any sub-consultant or contractor.
 - a. Policy: It is the policy of METROPLAN ORLANDO that disadvantaged businesses, as defined by 49 Code of Federal Regulations, shall have an opportunity to participate in the performance of METROPLAN ORLANDO contracts in a non-discriminatory environment. The objectives of the Disadvantaged Business Enterprise program are to ensure non-discrimination in the award and administration of contracts, ensure firms fully meet eligibility standards, help remove barriers to participation, create a level playing field, assist in development of a firm so it can compete successfully outside of the program, provide flexibility, and ensure narrow tailoring of the program.
 - b. METROPLAN ORLANDO, its contractors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that disadvantaged businesses have an opportunity to compete for and perform the contract work of METROPLAN ORLANDO in a non-discriminatory environment.

The CONTRACTOR shall require its contractors, suppliers, and consultants to not discriminate on the basis of race, color, national origin, religion, gender, age, or disability in the award and performance of its contracts. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as METROPLAN ORLANDO deems appropriate. This policy covers in part the applicable federal regulations and the applicable statutory references contained therein for the *Disadvantaged Business Enterprise Program Plan, Chapters* 337 and 339, Florida Statutes, and Rule Chapter 14-78, Florida Administrative Code.

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

(6) <u>Sanctions for Noncompliance</u>. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this contract, sanctions may be imposed as determined by the Secretary of Transportation, United States Department of

Transportation or designate. Such sanctions may include withholding of funds, cancellation or termination or suspension of the contract in whole or in part.

(7) <u>E-Verify.</u>

Vendors/Contractors:

- Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- b. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- (8) Information and Reports. The CONTRACTOR shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the FHWA, the FTA, and METROPLAN ORLANDO to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the Department, the FHWA, the FTA, and METROPLAN ORLANDO, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (9) Exhibit B. A "Third Party Subcontractor" letter shall be completed as appropriate and forwarded to all subcontractors providing goods or services funded by Transportation Disadvantaged Trust Fund monies. Distribution of the letters should coincide with the execution date of the grant or contract. A copy of each letter shall be provided to METROPLAN ORLANDO and to the Commission for the Transportation Disadvantaged.
- (10) Incorporation of Provisions. The CONTRACTOR will include the provisions of Paragraphs (1) through (9) above in every contract, including procurement of materials and leases of equipment, unless exempt by the regulations, order, or instruction issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the State to enter into such litigation to protect the interests of the State, and in addition, may request the United States to enter into such litigation to protect the interests of the United States.

D. Interest of Members of Congress.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

E. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that, in the performance of this Contract, no person having any such interest shall be knowingly employed.

F. Prohibited Interests.

The CONTRACTOR shall insert in all contracts entered into in connection with the Project or any property included or planning to be included in the Project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

This provision shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories, or to any agreement for utility services, the rates for which are fixed or controlled by a governmental agency.

G. Assignability.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of METROPLAN ORLANDO thereto: provided, however, that claims for money due or to become due to the CONTRACTOR from METROPLAN ORLANDO under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished.

- 6. <u>Funds Available</u>. It is expressly understood and agreed that METROPLAN ORLANDO shall be bound by the terms of this contract only to the extent that there are FTA Section 5305(d) Funds or Transportation Disadvantaged planning funds available to perform its obligations hereunder.
- 7. The Project Budget. Prior to the execution of this agreement, a Project Budget shall be prepared and attached to this agreement as "Exhibit A." The CONTRACTOR shall maintain said budget, carry out the Project, and incur obligations against Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget or revision thereof shall be effective unless and until METROPLAN ORLANDO and the CONTRACTOR shall have approved the same in writing.

8. Accounting Records.

A. <u>Costs Incurred for the Project</u>. The CONTRACTOR shall charge to the Project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of METROPLAN ORLANDO shall not be considered eligible costs. Determination of eligible costs shall meet all requirements of Federal Procurement Regulations Part 1-15 and 2 CFR 200.

B. <u>Documentation of Project Costs</u>. All costs charged to the Project including any approved services contributed by the CONTRACTOR or others, shall be supported as required by records, invoices, or vouchers evidencing in proper detail the nature and propriety of the charges. A work progress report shall be submitted with the invoices by the CONTRACTOR and shall be an indication of that work performed by the CONTRACTOR for that time period.

9. Requisitions and Payments.

A. Preliminary Action by the CONTRACTOR.

In order to obtain any payment, the CONTRACTOR shall submit invoices on at least a quarterly basis to METROPLAN ORLANDO. METROPLAN ORLANDO shall in turn requisition the appropriate State and Federal agencies for CONTRACTOR charges within two weeks after receipt of the invoice. If for any reason payment to the CONTRACTOR cannot be made within sixty (60) days, then METROPLAN ORLANDO shall notify the CONTRACTOR of said reasons.

B. Prompt Payment

- (1) METROPLAN ORLANDO requires that the CONTRACTOR shall, before receipt of any progress payment under the provisions of this contract, certify that the CONTRACTOR has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period, less any retainage withheld by the CONTRACTOR pursuant to an agreement with a subcontractor, as approved by the METROPLAN ORLANDO for payment. The METROPLAN ORLANDO shall not make any such progress payment before receipt of such certification, unless the CONTRACTOR demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors and suppliers.
- (2) METROPLAN ORLANDO requires that the CONTRACTOR shall, within 30 days of receipt of the final progress payment or any other payments received thereafter, except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the METROPLAN ORLANDO and the affected subcontractors or suppliers within such 30day period.
- C. <u>METROPLAN ORLANDO'S Obligations</u>. Subject to other provisions hereof, METROPLAN ORLANDO shall honor such requisitions in amounts and at times necessary to ensure the carrying out of the Project and the payment of all eligible costs thereof. However, not withstanding any other provision of this Agreement, METROPLAN ORLANDO may elect by Notice of Termination issued pursuant to Section 7 to terminate this Agreement if:
 - (1) <u>Misrepresentation</u>. The CONTRACTOR shall have made misrepresentation of material nature with respect to any document or data furnished therewith or pursuant thereto.

- (2) <u>Litigation</u>. There is then pending litigation with respect to the performance by the CONTRACTOR of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project. Pending litigation is defined as including only those lawsuits that have been formally filed.
- (3) Concurrence by METROPLAN ORLANDO. The CONTRACTOR shall have taken any action pertaining to the Project which under the established procedures requires the prior approval of METROPLAN ORLANDO or shall have proceeded to make related expenditures or incur related obligations without having been advised by METROPLAN ORLANDO that the same are satisfactory.
- (4) <u>Conflict of Interests</u>. There has been any violation of the conflict of interest provisions contained herein.
- (5) <u>Default</u>. The CONTRACTOR shall be in default under any of the provisions of the Agreement.
- (6) <u>Unavailability of Funds</u>. FTA or TD funds are not available to perform their obligations hereunder.
- D. <u>Disallowed Costs</u>. In determining the amount of the financing payment, METROPLAN ORLANDO will exclude all Project costs incurred by the CONTRACTOR prior to the effective date of this agreement, costs incurred by the CONTRACTOR which are not provided for in the latest approved budget for the Project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by METROPLAN ORLANDO.
- E. <u>Cash Reimbursement</u>. Cash reimbursement made for work accomplished on a Project element shall be made after the satisfaction by the CONTRACTOR of the in-kind contributions, if any, pledged to the Project.
- F. <u>Audit Findings</u>. The CONTRACTOR shall be responsible for those audit findings assessed against the CONTRACTOR'S elements of the Unified Planning Work Program.

10. Termination or Suspension

- A. <u>Termination or Suspension Generally</u>. If the CONTRACTOR abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in this Agreement or for any other reason, the commencement, prosecution, or timely completion of the Project by the CONTRACTOR is rendered improbable, unfeasible, impossible, or illegal, METROPLAN ORLANDO may, by written notice to the CONTRACTOR, terminate this Agreement. In the event of such termination, the CONTRACTOR shall be paid for all eligible costs and charges incurred up to the time notice of termination is received, and for any action received, and for any action required pursuant to the final termination notice.
- B. <u>Action Subsequent to Notice of Termination or Suspension</u>. Upon receipt of any final termination notice under this Section, the CONTRACTOR shall proceed promptly to carry out the actions required therein, which may include any or all of the following:

- (1) Cease from obligating new costs after the notice, except for incurring non-calculative costs for close-out of the Project.
- (2) Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed;
- (3) Furnish a statement of the status of the Project activities and of the Project account as well as a proposed schedule, plan, and budget for terminating or suspending and closing out Project activities and contracts, and other undertakings the costs of which are otherwise includable as Project costs; and
- (4) Remit to METROPLAN ORLANDO such portion of the financing and any advance payment previously received as is due METROPLAN ORLANDO under the provisions of the Agreement. The closing out shall be carried out in conformity with the latest schedule, plan, and budget as approved by METROPLAN ORLANDO or upon the failure of the CONTRACTOR to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the CONTRACTOR or the closing out of Federal financial participation in the Project shall not constitute a waiver of any claim which METROPLAN ORLANDO may otherwise have arising out of this Agreement.
- 11. Remission of Project Account upon Completion of Project. Upon completion of the Project and, after payment, provision for payment, or reimbursement of all Project costs is made, the CONTRACTOR shall remit to METROPLAN ORLANDO any unexpended balance in the Project budget.
- 12. Reports, Maps and Other Documents. All reports, maps, and other documents completed through this Contract funded by FTA, other than documents prepared exclusively for internal use, shall carry the following notation:

"The preparation of this report has been financed in part through a grant from the United States Department of Transportation under the provisions of Section 5305(d) of the Urban Mass Transportation Act of 1964 (as amended)"

together with the date (month and year) the document was prepared and the name of the planning area concerned. The following statement shall be contained in the credit sheets of any publications prepared by the CONTRACTOR:

"The opinions, findings, and conclusions expressed in this publication are those of the author and not the Department of Transportation, Federal Transit Administration."

- 13. <u>Ownership of Documents</u>. While this Contract and any subsequent amendments are in force, all original documents and calculations produced by the CONTRACTOR in performing the services herein set forth shall remain the property of METROPLAN ORLANDO.
- 14. <u>Effective Date</u>. This contract establishes the effective date of October 1, 2020, for the FTA funded work task items, and July 1, 2020, for the TD funded work task item, and recognizes the effective date of October 21, 2013, for the reapportionment of the Orlando Urban Area

MetroPlan Orlando/Central Florida Regional Transportation Authority Fiscal Year 2020/2021 Unified Planning Work Program Pass-thru Funding Agreement

Metropolitan Planning Organization as a legal entity under Florida Statutes 339.175 in accordance with Federal Guidelines. No funds, however, shall be expended until a Notice to Proceed is issued by METROPLAN ORLANDO.

15. <u>Term and Termination</u>. The provisions of this Agreement for the FTA funds shall terminate at midnight, September 30, 2021, unless a grant extension is approved by the FTA or FDOT. For the TD and Local funds, this Agreement shall terminate at midnight, June 30, 2021. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, METROPLAN ORLANDO has caused its name to be subscribed hereunto by its Executive Director, and the CONTRACTOR has caused this contract to be executed in its name by its Chief Executive Officer, being duly authorized to do so.

MetroPlan Orlando	Central Florida Regional Transportation Authority
By: Gary Huttmann, Executive Director	By:
Date:	Date:

MetroPlan Orlando/Central Florida Regional Transportation Authority Fiscal Year 2020/2021 Unified Planning Work Program Pass-thru Funding Agreement

Exhibit A - Project Scope & Budget

Central Florida Regional Transportation Authority Participation FY 2020/2021 Orlando Urban Area Unified Planning Work Program

FTA and TD-Funded Tasks

Task 350 – LYNX Planning Activities

Purpose

To conduct basic planning studies needed to assist in further implementation of transit service development in the Orlando and Kissimmee Urbanized Areas, using FTA Section 5305, 5307, 5309 and 5339 funds with local match and CTD funds.

Previous Work	Adoption Date / Status
The TDP (LYNX FORWARD) - planning horizon of 2028	FY 2018/19
Conducted a system-wide on-board origin and destination surveys of fixed route, neighbor links and SunRail.	FY 2018/19
Completed conceptual designs for the Rosemont and Florida Mall Superstops.	FY 2019/20
Completed design for Pine Hills Transfer Center.	FY 2019/20
Completed conceptual designs for the LYNX Operations Center (LOC Expansion) expansion	FY 2019/20
Completed Mobility Management planning, design and implementation	FY 2019/20
Redesignated as the Community Transportation Coordinator in 2018. LYNX has contracted with MV Transportation to operate a restructured delivery system.	FY 2019/20
Completed SR 436 Transit Corridor Study.	FY 2019/20

Required Activities & Products	Milestone / Target Date
Autonomous Vehicle/Connected Vehicle Phase II Pilot	FY 2020 /21
Autonomous Vehicle/Connected Vehicle Implementation	FY 2021/22
Monthly meetings with LYNX and FDOT on multi-modal Coordination	Ongoing
Consultant Support for Future Transit Service Needs, Analysis and Plans (Supports Orange, Osceola, Seminole Counties and the City of Orlando) to include but not be limited to: 1.) Transit Needs Assessments 2.) Transit Oriented and Affordable Housing Transit Studies	FY 2020/ 21-FY 2021/22 (Ongoing)
Corridor Studies and related STOPS Modeling	FY 2020/21- FY 2021/22
LYNX Origin & Destination Studies (Annually)	FY 2020/21- FY 2021/22
ADA Transition Plan & Bus Stop Facilities Assessment	FY 2021 / 22
Transit Asset Management (TAM) Plan	FY 2020 /21
Station Area Planning	FY 2020 /21
Maintenance and Operations Base Conceptual Design, Engineering and Design	FY 2020/21- FY 2021/22

Required Activities & Products	Milestone / Target Date
Security and Safety Plan Updates that include new Public Transportation Agency Safety Plan with Target Setting for annual Performance Monitoring.	FY 2020/21- FY 2021/22
5310 Performance Reports and Impact Surveys	FY 2020 /21
5310 Transit Monitoring Reports	FY 2020 /21
TDP & TDSP Update	FY 2020/21- FY 2021/22
ITS/GIS Next Generation Implementation	FY 2020/21- FY 2021/22
Project Development (Premium Corridors- SR 50, SR 436)	FY 2020/21- FY 2021/22
Security Planning	FY 2020/21- FY 2021/22
Fleet Management Plan (Fixed Route and 5310 Program)	FY 2020/21- FY 2021/22
Sustainability Initiatives	FY 2021/22
Design Guidelines for Transit Stops and Amenities	FY 2020 /21

Responsible Staff	Responsible Agency
Director of Transportation Planning	MetroPlan Orlando
Director of Regional Partnerships	
LYNX Staff	Central Florida Regional
	Transportation Authority (LYNX

					*		Task 3	50	- LYNX	(Pla	nning /	Activ	rities							•					
							Estim	ate	d Budge	et De	tail for F	Y 20	21												
	Budget October 1981			FTA :	5305(d) - X	015			Ī	TA 53	05(d) - X	014				FTA E	5305(d) - X	013		Trar	nsportation	Ľ	YNX	-	otal
	Budget Category/Description	F	Federal	Sta	ate Match	Loca	al Match	F	ederal	State	Match	Loca	al Match	Fed	leral	Sta	te Match	Loca	al Match	Disa	advantaged	5307	/5309		otell
A. Person	nel Services																								
	MPO staff salaries, fringe benefits, and other			l																					
	deductions																							\$	
	Subtotal:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$	-
B. Consul	3. Consultant Services/Pass Thru																								
	Contract/Consultant Services																							\$	-
	Pass Thru	\$	720,000	\$	90,000	\$	90,000	\$	78,923	\$	9,865	\$	9,865	\$ 2	27,902	₩	28,488	\$	28,488	\$	70,000	\$ 1	750,000	\$ 3,	,103,531
	Subtotal:	\$	720,000	\$	90,000	\$	90,000	\$	78,923	\$	9,865	\$	9,865	\$22	7,902	49	28,488	\$	28,488	\$	70,000	\$1,7	50,000	\$3,1	03,531
C. Travel																									
	Travel Expenses																							\$	
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D. Indired	ct Expenses																								
	Actual indirect expenses allocated based on salary,																								
	leave and finge costs - See Appendix B - Cost			l																					
	Allocation Plan for more details																							\$	-
	Subtotal:	\$	-	\$		\$	-	\$	•	\$	-	\$		\$		4	•	\$	-	\$		\$		\$	-
	Total:	\$	720,000	\$	90,000	\$	90,000	\$	78,923	\$	9,865	\$	9,865	\$22	7,902	\$	28,488	\$	28,488	\$	70,000	\$1,7	50,000	\$3,1	03,531

				1	Гask 3	50 - L\	/NX	Planning	Activ	vities								
					Estim	ated Bu	ıdge	et Detail for F	Y 20)22								
Budget Category/Description		F	TA 5305(d) - 2	X016			F	TA 5305(d) - X	015			ŀ	TA 5305(d) - 2	(014	Tra	nsportation	LYNX	Total
Budget Category/Description	Fede	ral	State Match	Local	l Match	Federa	1	State Match	Loc	al Match	Federa	1	State Match	Local Matc	h Dia	sadvantaged	5307/5309	Total
A. Personnel Services																		
MPO staff salaries, fringe benefits, and other																		
deductions																		\$ -
Subtota	: \$		\$ -	\$	-	\$		\$ -	\$	-	\$		\$ -	\$ -	\$	-	\$ -	\$ -
B. Consultant Services/Pass Thru	s. Consultant Services/Pass Thru																	
Contract/Consultant Services																		\$ -
Pass Thru	\$ 576	5,000	\$ 72,000	\$	72,000	\$ 88,	000	\$ 11,000	\$	11,000	\$		\$ -	\$ -	\$	70,000	\$ 1,750,000	\$ 2,650,0
Subtota	\$ 576,	000	\$ 72,000	\$	72,000	\$ 88,0	000	\$ 11,000	\$	11,000	\$		\$ -	\$ -	\$	70,000	\$1,750,000	\$2,650,00
C. Travel																		
Travel Expenses																		\$ -
Subtotal	: \$	-	\$ -	\$	-	\$.		\$ -	\$	-	\$ -		\$ -	\$ -	\$	-	\$ -	\$ -
D. Indirect Expenses																		
Actual indirect expenses allocated based on salary,																		
leave and finge costs - See Appendix B - Cost																		
Allocation Plan for more details																		\$ -
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Total	: \$576,	000	\$ 72,000	\$	72,000	\$ 88,0	000	\$ 11,000	\$	11,000	\$ -		\$ -	\$ -	\$	70,000	\$1,750,000	\$2,650,00

Exhibit A - Project Scope & Budget Updated as of Budget Amendment #1

Central Florida Regional Transportation Authority Participation FY 2020/2021 Orlando Urban Area Unified Planning Work Program FTA & TD Funded Tasks for FY 2020/2021

					Estimate	d W	Vork/Cash Rein	nbur	sement	
Element	Element Description		FTA X013-00	F	TA X014-00		FTA X015-00		TD	Total
350	LYNX Planning Activities	\$	284,877.30	\$	98,652.65	\$	900,000.00	\$	70,000.00	\$ 1,353,529.95
	TOTALS	: \$	284,877.30	\$	98,652.65	\$	900,000.00	\$	70,000.00	\$ 1,353,529.95

MetroPlan Orlando/Central Florida Regional Transportation Authority Fiscal Year 2020/2021 Unified Planning Work Program Pass-thru Funding Agreement

Exhibit B Form Letter

July 1, 2020 Third Party Subcontractor Address City, State, Zip

Dear Subcontractor:

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

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

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

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

Sincerely,

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

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

EXHIBIT C

STATE AGENCY: Florida Commission for the Transportation Disadvantaged

CSFA #: 55.002

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

Funds

AMOUNT: \$70,000

COMPLIANCE REQUIREMENTS:

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

The TD grant pass-through funds are intended to fund the preparation of the Annual Operating Report, the updating of the Memorandum(s) of Agreement, the preparation of the Transportation Disadvantaged Service Plan, and the application for the Trip Equipment Grant from the FCTD, as enumerated in UPWP Task Number 350.

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

Cash Management: N/A

Eligibility:

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

Beneficiary eligibility:

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

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

Matching: There is no matching requirement under this grant.

EXHIBIT D

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

FEDERAL AGENCY: Federal Transit Administration, Department of Transportation

AUTHORIZATION: 49 U.S.C. 5303

CFDA #: 20.505 Federal Transit Metropolitan Planning Grants

COMPLIANCE REQUIREMENTS:

Allowed Activities: The FTA Federal Transit Metropolitan Planning Grant provides financial assistance to accomplish the duties and responsibilities of the Official Planning Agency (MPO,) as set forth in Chapter 427, Florida Statutes.

The FTA grant pass-through funds are intended to fund work performed on a number of UPWP tasks

Allowable Cost: \$284,877.30 from FTA FL-80-X013-00, \$98,652.65 from FTA FL-80-X014-00, \$900,000 from FTA FL-80-X015-00 and Exhibit "A" attached hereto.

Cash Management: N/A

Eligibility:

Applicant eligibility: FTA Metropolitan Planning Grant Funds are administered and disbursed to metropolitan planning organizations under the current FAST Act Federal legislation.

Beneficiary eligibility:

The recipient of the pass-through funds, the Central Florida Regional Transportation Authority (LYNX), is eligible for such Federal funds by virtue of being the region's transportation authority, the Community Transportation Coordinator, and having access to data and manpower to complete a number of tasks in the UPWP, as follows:

- 1. Collect data regarding bus route passengers carried, operating costs, travel time, vehicle miles, and headways by hour of the day, as well as additional criteria established by FTA.
- 2. Update the 5-yr. Short-Range Transit Development Plan to accurately reflect existing and future conditions:
- 3. Promote safety and security in the transportation planning process;
- 4. Update evaluation of data collection and measurement in the TRB Transit Capacity and Quality of Service Manual and the FDOT Florida MPO Transit Ouality of Service Evaluation Guide.
- 5. Review and update the Continuity of Operations Plan (COOP).
- 6. Comply with the requirements of the Americans with Disabilities Act of 1990 to provide paratransit services to individuals who cannot access the fixed route system as well as look at employment, facilities and communications needs.
- 7. Plan updates, training and recertification, community outreach and marketing in connection with specialized transit services planning.
- 8. perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system, and to take all steps and actions necessary or convenient for the conduct of its business

 $\textbf{Matching:} \ \ \text{METROPLAN ORLANDO will provide the 10\% Local match for all UPWP work tasks performed by the beneficiary under this contract.}$



Consent Agenda Item #6.D. vi

To: LYNX Board of Directors

From: Norman Hickling

Director Of Mobility Services

Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Execute Transportation Disadvantaged Coordination

Contract between Central Florida Regional Transportation Authority, d/b/a

LYNX, and Human Service Agencies for FY2021

Date: 9/24/2020

ACTION REQUESTED:

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

BACKGROUND:

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



Coordinated Agencies:

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

Note: Upon re-implementation of the LYNX directly funded 5310 Vanpool Program via the Grants Department, additional agencies may be added throughout the fiscal year.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation is not applicable for this activity.

FISCAL IMPACT:

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



Consent Agenda Item #6.D. vii

To: LYNX Board of Directors

From: Tomika Monterville

Director Of Plan And Development

Bruce Detweiler (Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Initiate Public Outreach Process for Fiscal Year 2021

Proposed Service Changes

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for proposed service changes scheduled to occur in Fiscal Year 2021.

BACKGROUND:

Three times per year, LYNX conducts service changes. LYNX proactively informs and involves the Central Florida public in the planning and implementation of LYNX new services, routing adjustments, passenger fare adjustments, new facility construction, capital projects, and planning activities in accordance with Federal and State regulations. In Fiscal year 2021, these service changes are tentatively scheduled to occur in April, August, and December.

The LYNX Public Participation Program includes utilizing a continuous communication program with various outreach techniques appropriate to both the proposed action and the affected public. LYNX staff members inform customers and members of the public of proposed changes through the LYNX website, social media, newspaper advertisements, posted flyers, as well as public meetings and workshops. LYNX Public Participation Program mandates public notice and public hearings for any service reduction impacting more than 25 percent of an individual route's total revenue hours or revenue miles and any proposed route eliminations. The exception to this reduction of service threshold are routes that have existed less than two years or have been introduced as service development or experimental service. Public notices and public hearings are also required for any proposed alternatives that have the potential to create a disparate impact or disproportionate burden of plus or minus 10 percent, if implemented, on minority or lower income populations in LYNX's service area.



DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2021 Operating Budget or additional funding, if necessary, from FDOT and/or LYNX's Local Funding Partners upon their approval of the proposed service changes.



Consent Agenda Item #6.D. viii

To: LYNX Board of Directors

From: Albert Francis

Chief Financial Officer **Leonard Antmann** (Technical Contact) **Michelle Daley** (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Approve Changes to the LYNX Reserve Policy to Establish

a Budget Stabilization Fund

Date: 9/24/2020

ACTION REQUESTED:

Approval of the changes to the LYNX Reserve Policy to establish a Budget Stabilization Fund.

BACKGROUND:

LYNX's Reserve Policy is based on sound fiscal principles designed to allow the Authority's continuity of operations during uncertain conditions. LYNX must maintain an adequate level of reserve to mitigate revenue shortfalls, weather related natural disasters, pandemic, and other acts of God.

CARES funding, combined with current funding from the funding partners, allows LYNX to create a budget stabilization fund for future operations. In order to formalize this process and appropriately address the establishment and use of the Budget Stabilization Fund, LYNX staff presented a revised Reserve Policy to the Finance and Audit Committee for consideration and review on July 16, 2020. The Finance and Audit Committee recommended changes and reviewed and approved those changes on August 20, 2020. The Oversight Committee reviewed and approved the policy changes on August 27, 2020. The proposed policy updates are being presented to the LYNX Board for approval.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.



Policy: Reserve Policy	Approved By:
Issuing Dept.: Finance	
Effective Date: 9/24/20	James E. Harrison, Esq., P.E. Chief Executive Officer

SCOPE

To document the reserve policy which applies to the LYNX reserves in order to formalize the process and appropriately address the establishment and use of reserves. LYNX' Reserve Policy is based on sound fiscal principles designed to allow LYNX to maintain continuation of operations in adverse conditions. The LYNX Board realizes that it is essential for governments to maintain adequate levels of reserves to mitigate current and future risks such as revenue shortfalls, emergencies, natural disasters, and unanticipated expenditures.

SUMMARY

The Reserve Policy is essential to maintain adequate levels of reserves to mitigate current and future risks and is based on sound fiscal principles. LYNX' Reserves categories are as follows:

- Reserves for Operations (Cash Reserves) to be used for short term cash flow purposes.
- Reserves for Contingency (Emergencies) to be used in the case of a major storm or other unforeseen disaster. This contingency may also be used to protect the Authority from unexpected cost increases or significant revenue declines which may impact on-going operations.
- Reserves for Capital Funds and Debt Service to fund the future infrastructure pertaining to items and/or projects included in the annual capital budget.
- Reserves for Self-Insurance Programs to ensure financial viability for Workers Compensation and General Liability Claims.
- Reserves for Fuel Stabilization to eliminate some of the pricing volatility and provided budget stabilization in combination with a fuel hedging program.
- <u>Budget Stabilization Fund</u> to offset the impact of revenue decline or cost increase during periods of economic uncertainty, natural disaster, pandemic or a declared state of emergency.

AUTHORITY:

Board of Directors



OBJECTIVE: To create a Reserve Fund Policy.

POLICY: This Reserve Fund Policy applies to reserves of the Central Florida Regional Transportation Authority ("LYNX" or "Authority").

RULE: Administrative Rule 12

WHEREAS, the LYNX Board of Directors realize that it is essential for LYNX to maintain adequate levels of reserves to mitigate current and future risks such as revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable customer fares; and

WHEREAS, LYNX' reserve policies are based on sound fiscal principles designed to allow LYNX to maintain continuity of operations in adverse conditions while being mindful of our fiduciary responsibility to Federal, State, and local funding partners; and

WHEREAS, LYNX realizes that adequate reserve fund balance levels are an essential component of LYNX' overall financial management strategy and a key factor in external agencies' measurement of LYNX' financial strength; and

WHEREAS, the Government Finance Officers Association of the United States and Canada (GFOA) recommends a minimum general fund reserve of no less than five to fifteen percent of operating revenues, or no less than one to two months of regular operating expenditures; and

WHEREAS, LYNX lies within a central zone susceptible to hurricane and storm damage; and

WHEREAS, there exists uncertainty in the economic markets around the world, especially in regards to the cost of fuel, taxes, personnel costs, medical insurance costs, and general inflation; and

WHEREAS, LYNX' facilities and fleet require increasing repair and replacement; and

WHEREAS, LYNX wishes to mitigate other forms of uncertainty such as:

- Unanticipated changes in taxes and spending policies of federal, state, and county governments:
- Imposition of mandates by federal, state, and county governments or the courts;
- Financial impacts of labor agreements, particularly those stemming from collective bargaining;
- Financial impacts of workers compensation, general liability, and medical claims;
- Unforeseen increases in energy and fuel costs; and

WHEREAS, clarification is needed as to the amounts to be set forth in each reserve fund balance, reserves, stabilization funds, and rainy day funds, are all used interchangeably, thus leading to misinterpretations.



NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LYNX, AS FOLLOWS:

SECTION 1. The LYNX Board of Directors hereby establishes the following Reserves Fund Policy, pursuant to this Rule and as set forth below. The use of such reserves must be approved by the LYNX Board of Directors.

SECTION 2. Enterprise Fund

The components of the Enterprise Fund Reserves are the following:

1. Reserves for Operations (Cash Reserves)

This Reserve Fund should maintain a reserve of forty-five to sixty days of regular operating expenditures, or fifteen to twenty percent of regular operating expenditures, and can be used for short term cash flow purposes, or to ensure adequate resources for operating purposes at the beginning of the LYNX fiscal year. The cash reserve also helps to protect LYNX in the event it must respond to a natural or man-made disaster. This reserve may also be used to fund one-time capital outlay.

2. Reserves for Contingency (Emergencies)

This Reserve Fund should maintain a contingency reserve at a not to exceed 5% of the total LYNX annual budget. The contingency is commonly known as the emergency reserve to be used in the case of a major storm or other unforeseen disaster. The contingency reserve may also be used to cover unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, and to temporarily maintain service levels in the event that an economic downturn should cause a shortfall in revenues.

3. Reserve for Capital Funds and Debt Service

In the event that the Operating Reserve balance exceeds the amount set forth in this policy, the excess will be transferred to Reserves for Capital. The goal of this Reserve will be to fund future infrastructure that are included in LYNX' annual capital budget. To the extent LYNX is required to maintain any debt service reserves as a part of any loan covenants, this Reserve for Capital could also be used to meet those requirements.

4. Reserve for Self-Insurance Programs

A. Workers Compensation and General Liability Claims

LYNX should maintain, in regard to workers compensation and general liability claims, a reserve equal to 80% to 90% undiscounted confidence level of the annual actuarial study. Risk management programs include workers compensation, bus and auto liability, general liability, and property claims. Due to the nature of workers compensation claims, i.e. extended time frames and uncertainty regarding resolution, the actuary must develop recommended reserves for the fund based on percentage levels of confidence. Because of the inherent risk of catastrophic losses associated with the operation of vehicles, a conservative approach should be taken when establishing the amount of



reserves. LYNX holds to the conservative side of the recommendations, 80%. In addition, should a claim be made against LYNX that is identified subsequent to the actuarial report and prior to the issuance of the Comprehensive Annual Financial Report that is financially material to the fund and highly likely to succeed, additional monies should be added to these reserves to provide adequate funds in reserve. Insurance and safety industry best practices will be employed to militate against these risks.

B. Medical Benefit Claims

Recent history has shown that medical costs for LYNX are escalating at a rate beyond normal growth. The reserve for Medical Benefits Claims should be maintained in accordance with the annual actuarial analysis to ensure financial viability. The State of Florida reserve for self-insured plans is two months (or 16.67%) of projected claims. LYNX should establish a reserve to assist in offsetting the increasing cost of health insurance, with the reserve to be funded via reserving excess revenues to meet the minimum of two months of projected claims. LYNX will procure an actuarial study annually and will take a conservative approach when establishing the amount of reserves required.

5. Reserves for Fuel Stabilization

In 2011, LYNX establish a fuel hedging program to curtail some of the extreme volatility experienced in the price of fuel. The hedging program is not meant to "outguess" the market for fuel, but rather is an attempt to eliminate some of the pricing volatility and provided budget stabilization. In addition to this hedging program, LYNX should establish a Fuel Stabilization Reserve to provide LYNX, and ultimately our funding partners, some assurance of price and funding stability, as it pertains to the costs of fuel. The reserve will be funded via reserving excess revenues and generally be equal to \$1,000,000.

6. Compensated Absence Reserve

The liability for Compensated Absences (payments to employees who retire or leave LYNX for accumulated benefits) will be fully funded on a current basis unless deemed impractical or unavailable for accounting reasons by the Chief Executive Officer or designee.

7. Replenishment of Reserve Balance

If the reserves are less than the amounts per this Policy, the Chief Executive Officer or designee shall submit a plan to the Board for expenditure reductions and/or revenue increases. The Board shall review and amend the plan as a part of the annual budget review.

All corresponding calculations and interpretation of calculations of a definitive nature will be determined by the Chief Executive Officer or designee.

The policy will be reviewed internally every three years or when deemed necessary by the Finance Department for the possibility of amendments to be presented to the Board.



8. Budget Stabilization Fund

The Budget Stabilization Fund balance equals the aggregate unrestricted net position adjusted for long term liabilities greater than the annual fully funded Authority Reserve (denoted as sections 1-7 above). This stabilization fund was created to:

- Provide liquid financial reserves which could be drawn upon to counteract the risk of serious disturbance to the United States economy or its supporting financial systems,
- Limit the need for LYNX to request funding partner payment advances or borrow operating capital under distressed circumstances with unfavorable repayment terms,
- Allow the budget stabilization fund's resources to remain in interest bearing accounts along with any investment returns which may help to decrease future funding partner annual budgetary contributions,
- Promote a permanent framework which will allow critical operations to continue in the event of natural disaster, pandemic, war or other act of God. This framework should consider possible outcomes from increased reliance on public transportation during and after a root causation event, and after a root causation event,
- Provide flexibility to make emergency purchases to support the essential nature of the Authority's business for the traveling public and LYNX staff; pending Board of Director approval.

By establishing a separate fund from the existing LYNX Reserve, the Authority will ensure resources are readily available during uncertain times. During periods when LYNX's actual expenditures exceed the adopted operating budget staff would seek Board approval to utilize the Reserve balance before requesting Authorization to balance the budget with stabilization funds. Furthermore, balances held between LYNX Reserve and the Budget Stabilization Fund would be reviewed annually, and any transfers required will be approved by the LYNX Board of Directors. By establishing Board oversight of deposits, withdrawals, and savings targets, the Authority will ensure budget stabilization funds in excess of the LYNX reserve requirement are closely held, adequately managed, and properly monitored.

ED AND DULY day of	HE BOARD OF DIRECTORS OF LYNX
	BOARD OF DIRECTORS OF LYNX
	Ву:
	Chairman



ATTE	EST:			
By: _		 	_	



Action Agenda Item #7.A

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Approval of the Proposed FY2021 Operating and Capital Budgets

Date: 9/24/2020

ACTION REQUESTED:

LYNX Staff is requesting the Board of Director's to adopt the FY2021 Operating and Capital Budgets as presented.

BACKGROUND:

On March 11, 2020, staff presented a Preliminary Operating Budget to LYNX Finance and Audit Committee for discussion and input. On March 13, 2020 Florida declared a state of emergency in response the world-wide COVID-19 pandemic. LYNX proceeded to reduce services and suspend fares on March 30, 2020 in coordination with the counties it serves. Based on these events, LYNX staff needed to go back and review the original assumptions for the FY2021 Operating Budget.

LYNX staff presented a revised FY2021 Preliminary Operating Budget to the Finance and Audit Committee on July 16, 2020. The following were the overall assumptions:

- Maintain 2020 level of service
 - > Service hours for Fixed Route and NeighborLink
 - ➤ Continue Paratransit cost containment strategies
- Maintain Local Funding Partner contributions at FY2020 levels
- Continue to maintain and replace the current fleet as necessary
- Maximize the use of CARES Act funding
- Continue to respond to the CDC requirements
- Ability to respond to Federal and State Agency funding challenges
- Maintain ability to respond to Funding Partner challenges
- Creation of a budget Stabilization Fund



OVERVIEW:

The FY2021 Proposed Operating Budget totals \$157,536,165 in revenues and \$157,536,165 in expenses. The Proposed Operating Budget is funded by a combination of LYNX - generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased transportation expenses, leases and miscellaneous expenses. This proposed budget does not include a fare increase.

Specifically, this budget includes funds from the following sources:

		PROPOSED
	_	FY21 Budget
REVENUES		
Customer fares	\$	15,283,345
Contract services		7,710,314
Advertising		2,200,000
Interest & Other income		1,032,100
Federal Revenue		14,054,144
State Revenue		13,776,728
Local Revenue		8,785,244
Local Revenue Funding Partner		71,422,119
CARES Funding		16,000,000
Use of Stabilization Funds	_	7,272,171
TOTAL REVENUE	\$	157,536,165

The funds are programmed to fund the following types of expenses:

		PROPOSED
	_	FY21 Budget
EXPENSE	_	
Salaries, Wages & Fringe Benefits	\$	84,790,997
Other services		12,560,032
Fuel		12,158,746
Materials and supplies		9,822,116
Utilities		1,581,528
Casualty & Liability		2,734,701
Taxes and licenses		598,048
Purchased transportation services		31,637,695
Leases & Miscellaneous		1,646,267
Interest Expense	_	6,035
TOTAL EXPENSE	\$	157,536,165

LYNX is continuing the utilization of its regional funding model to allocate each jurisdiction's share of the costs of operations in FY2021.



With the financial challenges from COVID-19, and the award of Federal CARES funding to LYNX, the local funding partner contributions will be kept at the FY2020 Contribution levels. The following chart shows the local funding breakdown:

	_	FY 2021 Proposed	_	FY 2020 Approved
Operating Contribution	ф	F2 7F0 012	ф	F2 7F0 012
Orange Osceola	\$	53,758,012	\$	53,758,012
Seminole		9,196,097 8,468,010		9,196,097 8,468,010
Serrinole	\$	71,422,119	\$	71,422,119
	Ψ -	71,122,117	Ψ -	71,122,117
Capital Contribution				
Orange	\$	1,806,724	\$	1,806,724
Osceola		253,172		253,172
Seminole	_	218,352	_	218,352
	\$	2,278,248	\$	2,278,248
Total Contribution				
Orange	\$	55,564,736	\$	55,564,736
Osceola	4	9,449,269	*	9,449,269
Seminole		8,686,362		8,686,362
	\$	73,700,367	\$	73,700,367

LYNX staff has included approximately \$1,800,000 in feeder services funded by the Florida Department of Transportation (FDOT) and other operating expenses to support SunRail in FY2021.

At the July 16, 2020 Finance and Audit Committee meeting, staff presented the FY2021 Preliminary Capital Budget in the total amount of \$90,908,149. Since then, staff discussed capital priorities for FY2021 and applied amounts for projects that would be completed by September 30, 2021. Additionally, staff worked with grants to clarify the funding available for FY2021.

LYNX staff will present the revised FY2021 Capital Budget in the amount of \$92,472,403.

The FY2021 Capital Budget, will be presented to the Board of Directors for final consideration and approval at the September 24, 2020 Board meeting.

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget, 90% is funded through federal grants, the remainder comes from state and local sources.



The table below identifies capital expenditures by program:

Description	FY2021 Proposed Capital Budget
Vehicles	\$ 52,914,780
Facilities	16,185,010
Passenger Amenities	14,410,316
Support Equipment	3,114,320
Technology	2,692,500
Safety & Security	2,295,000
LYMMO State of Good	860,477
Repair	
TOTAL	\$ 92,472,403

The following are the details of each category:

- 1) <u>Vehicles:</u> include expansion and replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
 - 1) (34) 40 Ft CNG Buses (Carryover from FY20)
 - 2) (25) 40 Ft CNG Buses
 - 3) (7) 35 Ft Electric Buses (Carryover from FY20)
 - 4) (6) 35 Ft Electric Buses (pending grant award)
 - 5) (5) Paratransit Vehicles
 - 6) (81) Van Pool Vehicles (Carryover from FY20)
 - 7) Sub-recipient 5310 Vehicles
 - 8) Road Ranger, Support and leased vehicles
- 2) <u>Support equipment:</u> includes the bus disinfecting system, maintenance equipment, road ranger equipment, marketing camera equipment and furniture.
- 3) Passenger amenities: include shelter installations, and Superstop construction.
 - 1) Pine Hills Superstop
 - 2) Rosemont Superstop
 - 3) Florida Mall Superstop
 - 4) New and Rehab Shelters in the system (94)
- 4) <u>Facilities:</u> include funds to complete the LOC expansion; site selection for the southern operations facility and other facility improvements.
- 5) <u>Technology:</u> includes items to improve communication and information delivery such as the GTFS project to connect SunRail, software enhancement for paratransit, network improvements, server replacements, software upgrades, and hardware upgrades.



- 6) Security: includes equipment to enhance security and surveillance at LYNX.
 - 1) Camera system upgrades at the Superstops
 - 2) Security gate improvements
 - 3) Camera system upgrades on paratransit fleet

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.



Action Agenda Item #7.B

To: LYNX Board of Directors

From: Albert Francis

Chief Financial Officer Leonard Antmann (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Enter into the FY2021 Service Funding Agreements with

the Regional Funding Partners

Date: 9/24/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2021 Budget.

BACKGROUND:

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

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

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



The funding partner agreement for FY2021 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2021 is attached. The proposed addendums for each of the partners is also attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX's fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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



EXHIBIT C:

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.

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, <u>inter alia</u>, that specific public facilities and services must be available concurrently with the impacts of development; and
- WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and
- WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and
- WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and
- WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and
- **WHEREAS,** pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and
- WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and
- **WHEREAS,** pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and
- WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 12, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and
- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- **WHEREAS,** the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") to support LYNX's Public Transportation services for such fiscal year; and
- WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and
- WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).
- **NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:
- 1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
 - 2. <u>**Definitions**</u>. The following capitalized terms shall have the following meetings:
- "<u>Access LYNX</u>" means LYNX's van transit service for medically-qualified, physically challenged transit customers.
 - "ADA" means the Americans with Disabilities Act of 1990.
 - "Agreement" means this Service Funding Agreement and its Exhibits and Addenda.
- "Appropriated Amount" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.
- "Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.
- "<u>Deadhead Hours</u>" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).
- "<u>Deadhead Miles</u>" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

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

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.
 - "FDOT" means the Florida Department of Transportation.
 - "FTA" means the Federal Transit Association.
- "New Appropriated Amount" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.
- "Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.
- "Passenger Fares" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).
- "Passenger Trips" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.
- "Public Transportation" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.
- "Revenue Hours" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.
- "Revenue Miles" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.
- "Revenue Service" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

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

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

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

- (i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.
- (ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2020 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.
- (iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.
- (iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.
 - (b) <u>Next Fiscal Year</u>. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:
- (i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "<u>Post-Termination Payment</u>") shall be paid as provided herein.

- (ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.
- (iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.
- (iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.
 - (c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. <u>LYNX Obligations</u>.

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

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

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

- (b) <u>Quarterly Reporting</u>. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:
 - (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
 - (A) All of LYNX's funding partners;
 - (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
 - (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
 - (viii) The amount of fund balance allocated to reserves.
 - (ix) Any other information the Funding Partner reasonably requests.
 - (c) <u>Additional Reporting</u>. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.
- 5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions

of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

- 8. <u>Audit</u>. The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.
- 9. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

Orange County Comptroller's Office 109 E. Church Street, Suite 300 Orlando, FL 32801 407-836-5115 comptroller@occompt.com LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records required by the Funding Partner to perform the service.
- (b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.
- (d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.
- (e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.
- 10. Record Keeping Procedure. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

- 11. <u>Compliance with FTA/FDOT Requirements</u>. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.
- 12. <u>Litigation and Venue</u>. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.
- 13. <u>Remedies.</u> No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 14. <u>Severability</u>. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.
- 15. <u>Waiver</u>. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 16. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.
- 17. <u>Construction</u>. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 18. <u>Notices.</u> All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Orange County

P.O. Box 1393

Orlando, Florida 32802-1393

Attn: Byron W. Brooks, AICP, County Administrator

With copy to: Orange County Office of Management and Budget

P.O. Box 1393

Orlando, Florida 32802-1393

Attn: Manager, OMB

As to LYNX: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

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

With copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Leonard Antmann, Director of Finance

With a copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

- 19. <u>Binding Agreement</u>. This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date</u>. The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
- 22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.
- 23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.
- 24. <u>Addendum</u>. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:	FUNDING PARTNER:		
	BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA		
By:			
Deputy Clerk	By:		
	Jerry L. Demings, County Mayor		
For the use and reliance of Orange County			
only. Approved as to form and legal sufficiency.	Date:		
County Attorney			

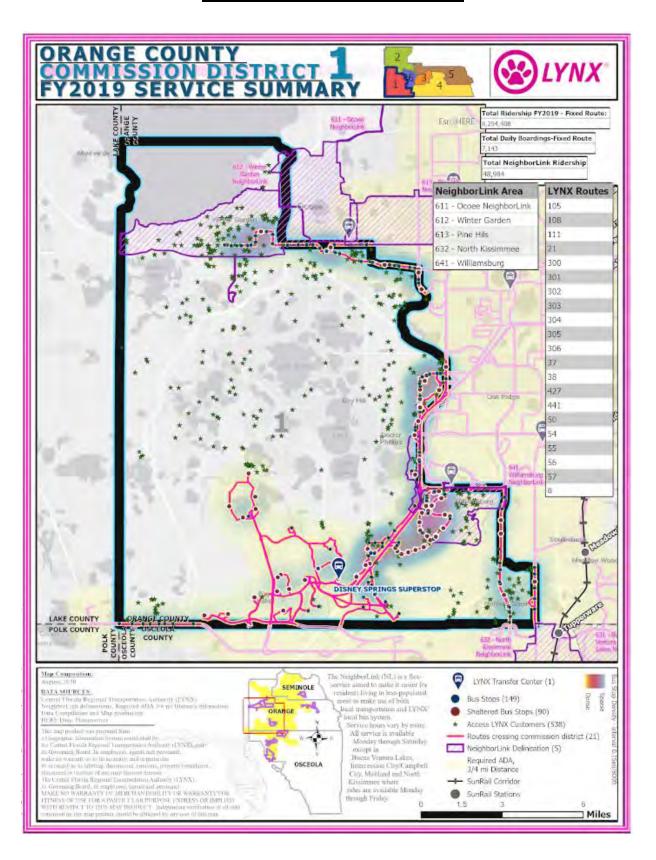
SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

	By:		
	Date:		
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.			
By:			
Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney			
Date:			

Exhibit "A"

DESCRIPTION OF SERVICE AREA

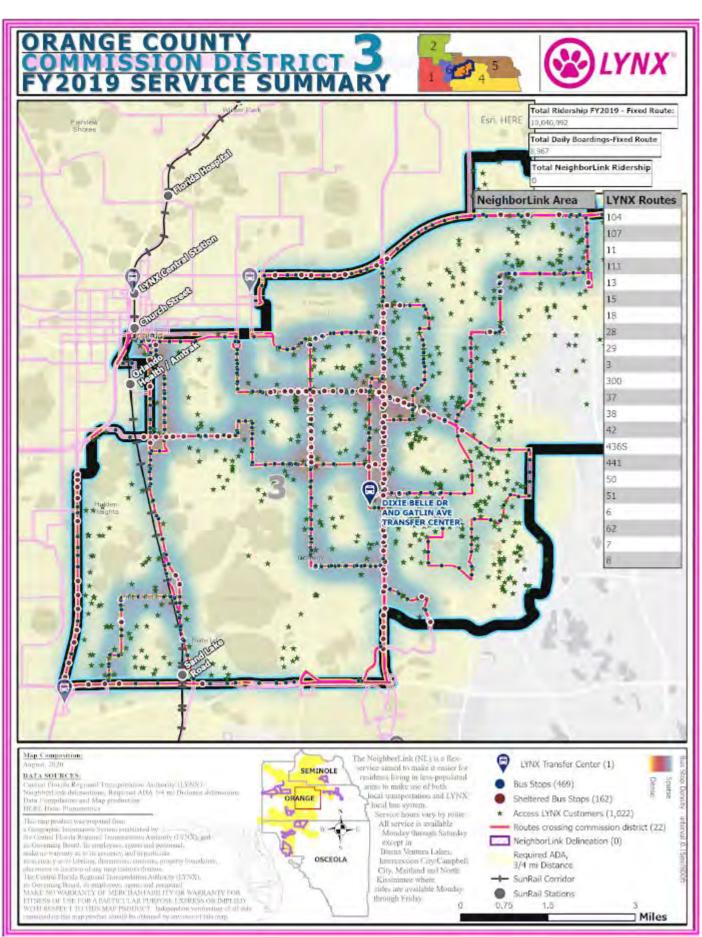


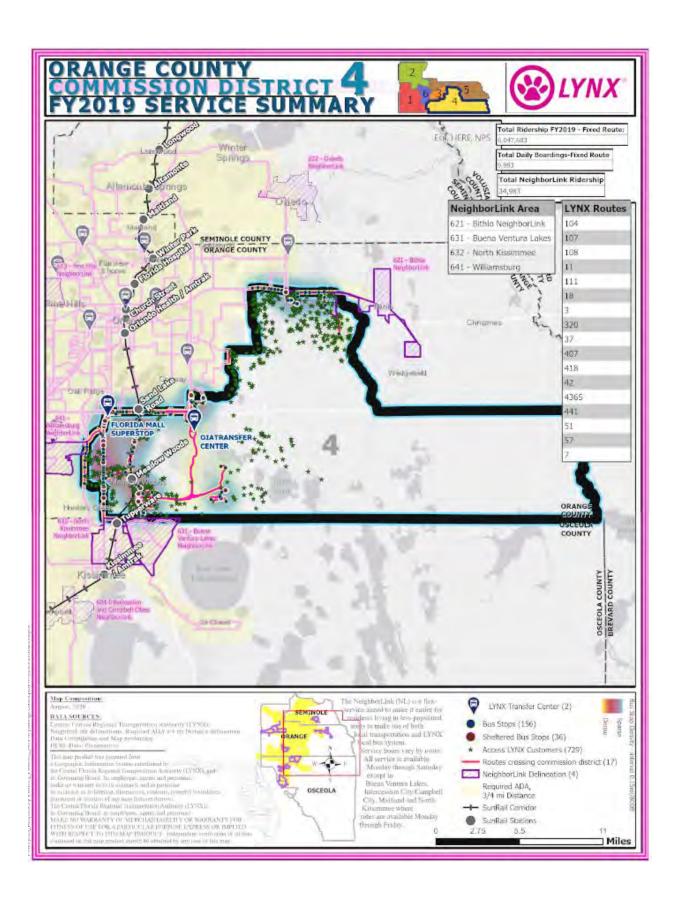
ORANGE COUNTY 2 2 COMMISSION DISTRICT 2 FY2019 SERVICE SUMMARY Total Ridership FY2019 - Fixed Route: in Dero EST, HERE, NPS 406.001 M. Plymach Total Daily Boardings-Fixed Route Total NeighborLink Ridership NeighborLink Area LYNX Routes 611 - Ocoee NeighborLink 612 - Winter Garden 105 106 613 - Pine Hils 175 23 25 301 302 405 436N 443 48 49 SUPERSTOR 54 SEMINOLE COUNTY **ORANGE COUNTY** INE HILL TRANSFER CENTER No obligation Links SUPERSTOP Ortowell Map Composition The NeighborLink (NL) is a flex-LYNX Transfer Center (4) service aimed to make it entier for SEMINOLE DATA SOURCES: esidenti living in less-populated areas to make use of both A SOUNCES AND THE PROPERTY OF A STATE OF THE PROPERTY OF THE Bus Stops (437) Incal temsportation and LYNX ORANGE Sheltered Bus Stops (61) local bus system. Service hours vary by route. 6 * Access LYNX Customers (1,067) law teap produce to an promised from All service is available Monday through Sanuday no map position was experient area. See agric information System established by Leithal Flowids Reported Transferacion destroots (173488, 164Transming Boart, the problem 1984) can proceed a control kke no controlly see to encounty and in positiona. Routes crossing commission district (16) except in NeighborLink Delineation (3) Buena Ventura Lakes, Required ADA, OSCEOLA listercesson City Campbell City, Manland and North o carry our catedrag, dimension, contrars, property roundation, 3/4 mi Distance Reputed to the tree of all may may be the tree. The County Florida Regional Transportation Audiorry (1978X). - SunRail Corridor Kissimmoe where ndes me available Monday E Governing Book is employees, quant indipendently of the Market SunRail Stations through Fenley

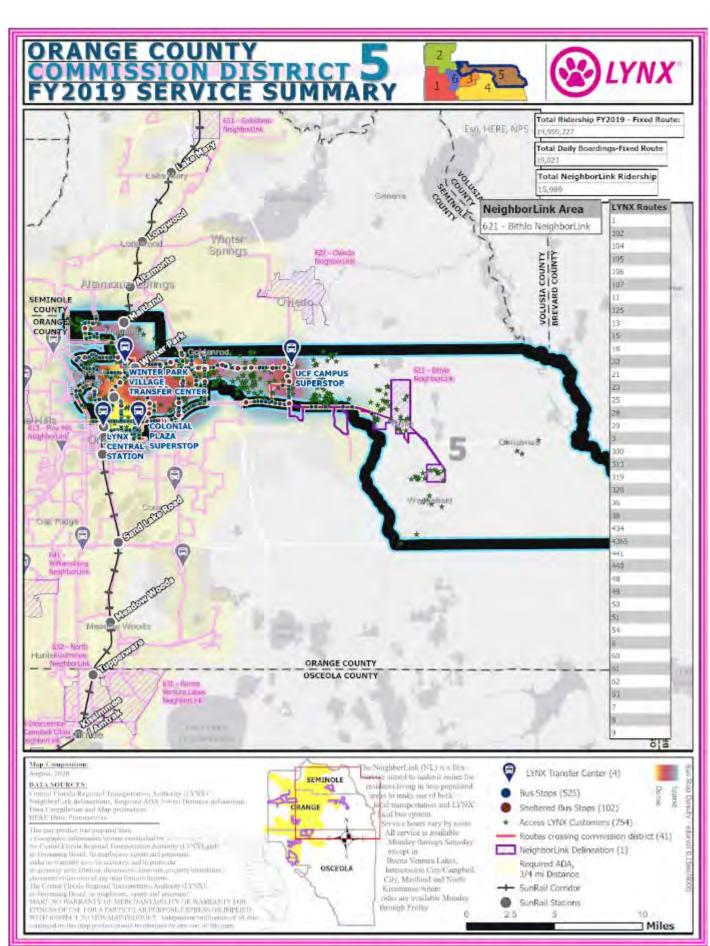
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2.5

Miles







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

Exhibit "B"

Orange County Transit Service Costs

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

FY2021 Billing Schedule

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

Annual Funding Request from County

\$55,564,736

Exhibit "C"

FUNDING MODEL INFORMATION

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.

Service Funding Agreement by and between Osceola County, Florida and

Central Florida Regional Transportation Authority

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 7, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and
- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") to support LYNX's Public Transportation services for such fiscal year; and
- WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and
- WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).
- **NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:
- 1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
 - 2. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.
 - "ADA" means the Americans with Disabilities Act of 1990.
 - "Agreement" means this Service Funding Agreement and its Exhibits and Addenda.
- "<u>Appropriated Amount</u>" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.
- "Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021
- "<u>Deadhead Hours</u>" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).
- "<u>Deadhead Miles</u>" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

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

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.
 - "FDOT" means the Florida Department of Transportation.
 - "FTA" means the Federal Transit Association.
- "New Appropriated Amount" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.
- "Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.
- "Passenger Fares" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).
- "Passenger Trips" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.
- "Public Transportation" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.
- "Revenue Hours" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.
- "Revenue Miles" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.
- "Revenue Service" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

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

3. **Funding Partner Obligations**.

(a) Current Fiscal Year.

- (i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.
- (ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2020 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.
- (iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.
- (iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.
 - (b) <u>Next Fiscal Year</u>. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:
- (i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "<u>Post-Termination Payment</u>") shall be paid as provided herein.

- (ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.
- The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.
- (iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.
 - (c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations**.

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

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

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

- (b) <u>Quarterly Reporting</u>. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:
 - (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
 - (A) All of LYNX's funding partners;
 - (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
 - (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
 - (viii) The amount of fund balance allocated to reserves.
 - (ix) Any other information the Funding Partner reasonably requests.
 - (c) <u>Additional Reporting</u>. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.
- 5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions

of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

- 8. Audit. The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.
- 9. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

Public Information Office 1 Courthouse Square Kissimmee, FL 34741 407-742-0100 BCCPIO@osceola.org LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records required by the Funding Partner to perform the service.
- (b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.
- (d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.
- (e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.
- 10. Record Keeping Procedure. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

- 11. <u>Compliance with FTA/FDOT Requirements</u>. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.
- 12. <u>Litigation and Venue</u>. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.
- 13. Remedies. No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.
- 15. <u>Waiver</u>. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 16. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.
- 17. <u>Construction</u>. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 18. <u>Notices</u>. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Osceola County

1 Courthouse Square, Suite 4700

Kissimmee, Florida 34741

Attn: Don Fisher, County Manager

With copy to: Osceola County

1 Courthouse Square, Suite 4700

Kissimmee, Florida 34741 Attn: County Attorney

With copy to: Osceola County

1 Courthouse Square, Suite 4700

Kissimmee, Florida 34741 Attn: Transportation Planning

As to LYNX: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

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

With copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Leonard Antmann, Director of Finance

With a copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

- 19. **<u>Binding Agreement.</u>** This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. **Effective Date.** The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
- 22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.
- 23. Entirety of the Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

- 24. <u>Addendum</u>. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.
- **IN WITNESS WHEREOF**, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:	FUNDING PARTNER:		
	BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA		
By:	,		
Clerk to the Board of County	By:		
Commissioners	Chair/Vice Chair		
For the use and reliance of Osceola County only. Approved as to form and legal sufficiency.	Date:		
County Attorney			

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

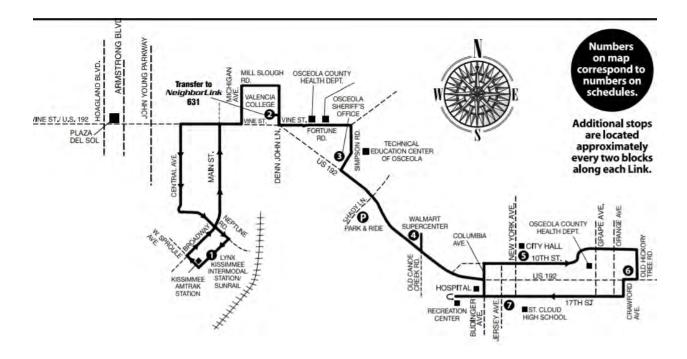
	By:
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.	
By:	
Date:	_

Exhibit "A"

DESCRIPTION OF SERVICE AREA

Link 10 E. US 192/St. Cloud

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



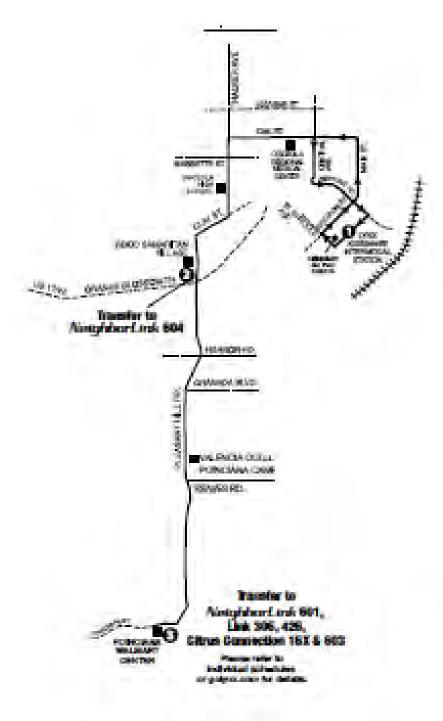
Link 18 S. Orange Ave. /Kissimmee

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



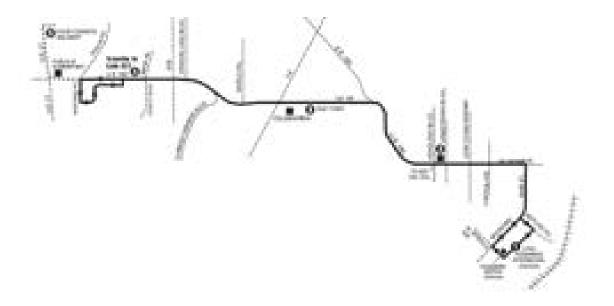
Link 26 Pleasant Hill Road/Poinciana

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



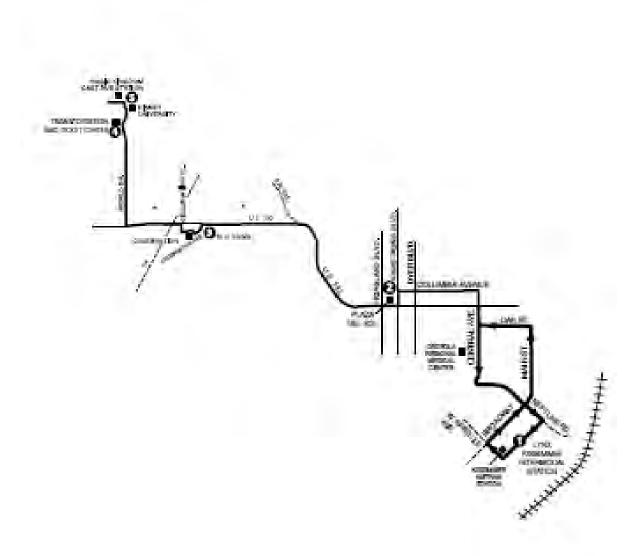
Link 55 W. US 192/Crosstown

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



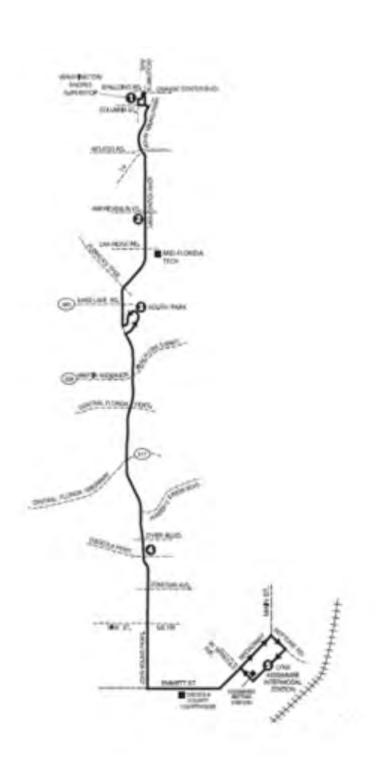
Link 56 W. US 192/ Magic Kingdom

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



Link 57 John Young Parkway

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



Link 108 South US 441/Kissimmee

Serving: Florida Mall Superstop, Gatorland Zoo, Florida Hospital- Kissimmee, LYNX Kissimmee Intermodal Station/SunRail



Link 155

The Loop/Buena Ventura Lakes/Osceola Parkway

Monday–Friday No Saturday-Sunday/Holiday service

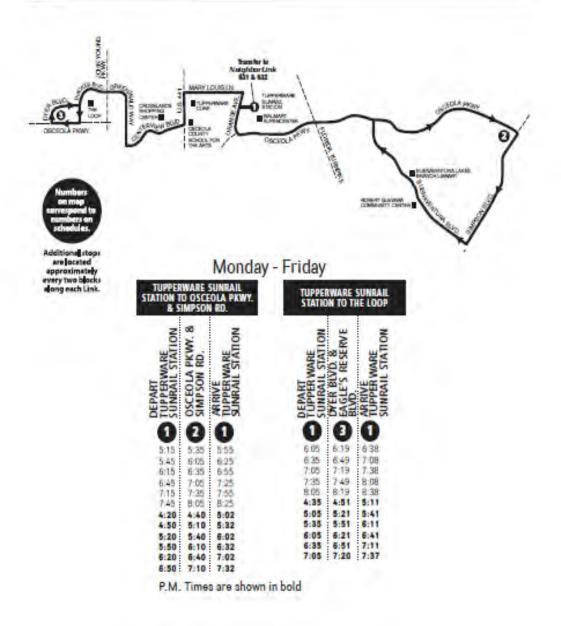
SERVING:

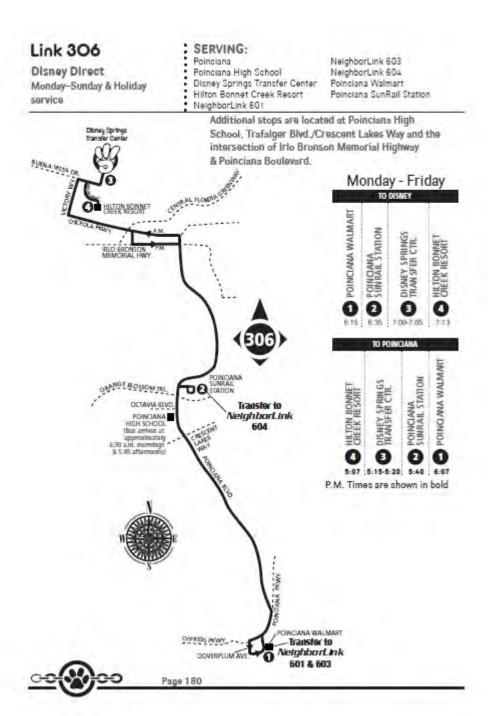
Crosslands Shopping Center Osceola County School for the Arts Walmart Supercenter (Osceola

Pkwy.) The Loop

Tupperware Headquarters

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

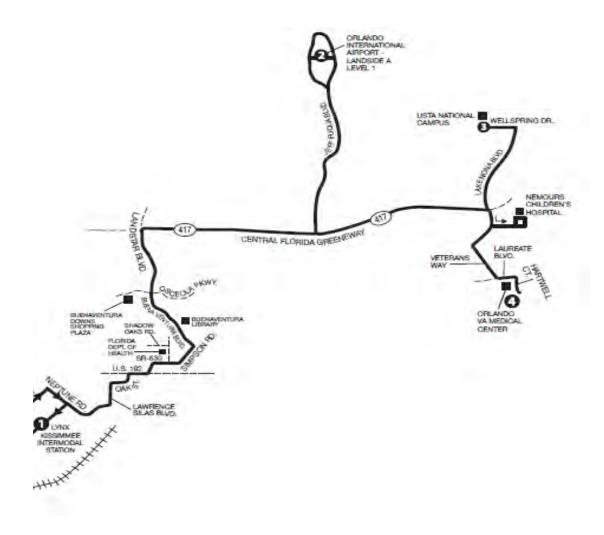




Link

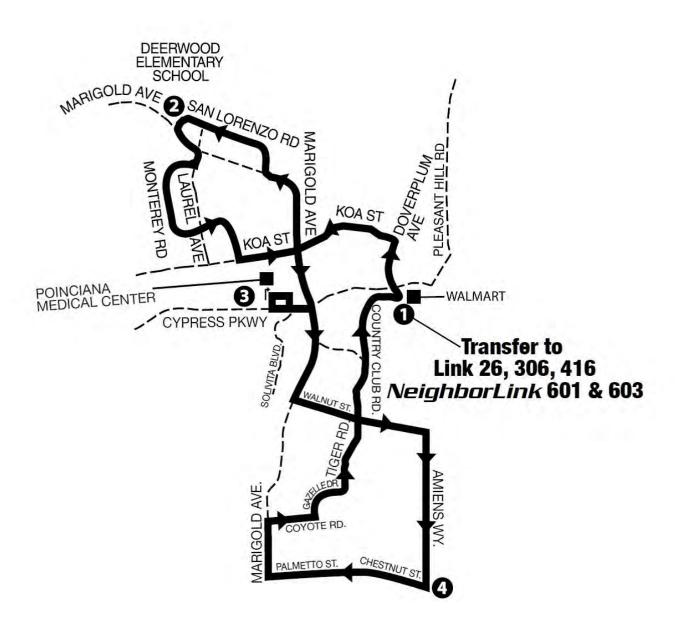
$FastLink\ 407\ Kissimmee/Medical\ City/Orlando\ International\ Airport$

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



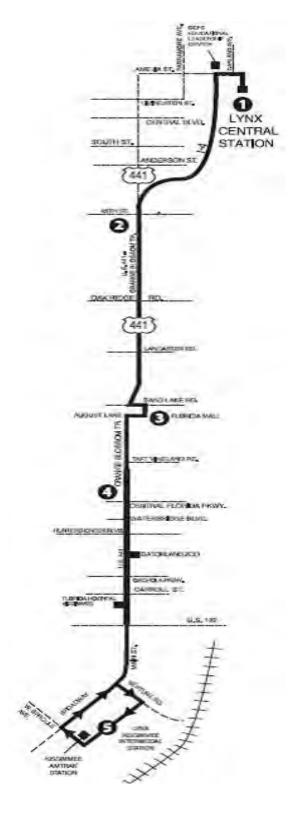
426 Poinciana Circulator

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



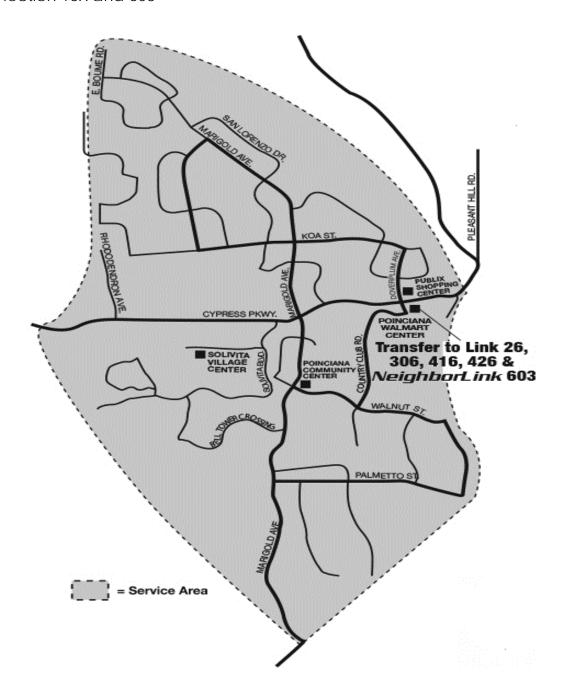
FastLink 441 Kissimmee/Orlando

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



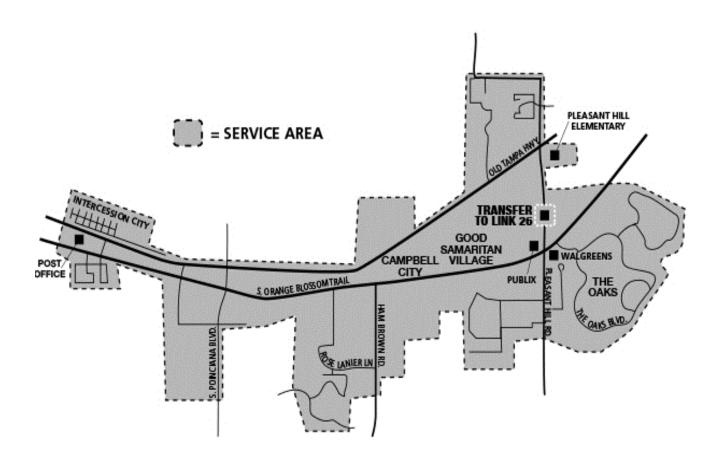
NeighborLink 601 Poinciana

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



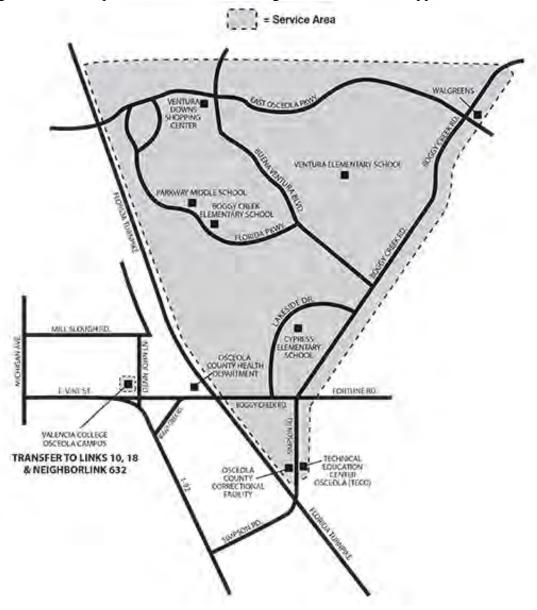
NeighborLink 604 Intercession City/Campbell City

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



NeighborLink 631 Buena Ventura Lakes

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



NeighborLink 632 North Kissimmee

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



Exhibit "B"

Ocseola County Transit Service Costs

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

Fixed Route Operating Costs

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

\$9,941,846

Cost Recoveries Amount

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

(\$4,136,931)

Net Fixed Route Cost \$5,804,915

NeighborLink Operating Costs Amount

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

\$452,907

ParaTransit Operating Costs	Amount
Americans with Disabilities Act (ADA) Funding	\$2,114,691
Transportation Disadvantaged (TD) Funding	\$1,264,268
LYNX Stabilization Fund	(\$440,684)
	\$2,938,275
Total Operating Costs	\$9,196,097
Capital Funding Cost	Amount
\$2 per Hour Capital Funding	\$253,172
	\$253,172

\$9,449,269

FY2021 Billing Schedule

Total County Transit Service Cost

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

Exhibit "C"

FUNDING MODEL INFORMATION

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.

Service Funding Agreement by and between Seminole County, Florida and

Central Florida Regional Transportation Authority

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 12, 2019 (the "Prior Fiscal Year Funding Agreement") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and
- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") to support LYNX's Public Transportation services for such fiscal year; and
- **WHEREAS**, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and
- **WHEREAS**, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).
- **NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:
- 1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
 - 2. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.
 - "ADA" means the Americans with Disabilities Act of 1990.
 - "Agreement" means this Service Funding Agreement and its Exhibits and Addenda.
- "<u>Appropriated Amount</u>" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.
- "Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2019 and ending on September 30, 2020.
- "<u>Deadhead Hours</u>" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).
- "<u>Deadhead Miles</u>" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

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

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.
 - "FDOT" means the Florida Department of Transportation.
 - "FTA" means the Federal Transit Association.
- "New Appropriated Amount" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.
- "Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.
- "Passenger Fares" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).
- "Passenger Trips" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.
- "Public Transportation" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.
- "Revenue Hours" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.
- "Revenue Miles" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.
- "Revenue Service" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

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

3. **Funding Partner Obligations**.

(a) Current Fiscal Year.

- (i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.
- (ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2020 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.
- (iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.
- (iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.
 - (b) <u>Next Fiscal Year</u>. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:
- (i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "<u>Post-Termination Payment</u>") shall be paid as provided herein.

- (ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.
- (iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021
- (iv) until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.
- (v) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.
 - (c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. <u>LYNX Obligations</u>.

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

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

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

- (b) <u>Quarterly Reporting</u>. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:
 - (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile

- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
 - (A) All of LYNX's funding partners;
 - (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
 - (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
 - (viii) The amount of fund balance allocated to reserves.
 - (ix) Any other information the Funding Partner reasonably requests.
 - (c) <u>Additional Reporting</u>. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.
- 5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

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

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

7. **Termination of Agreement.**

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

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

- 8. <u>Audit.</u> The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.
- 9. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

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

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

- (a) Keep and maintain public records required by the Funding Partner to perform the service.
- (b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.
- (d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.
- (e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.
- 10. <u>Record Keeping Procedure</u>. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or

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

- 11. <u>Compliance with FTA/FDOT Requirements</u>. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.
- 12. <u>Litigation and Venue</u>. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.
- 13. <u>Remedies.</u> No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.
- 15. <u>Waiver</u>. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 16. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.
- 17. <u>Construction</u>. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 18. <u>Notices</u>. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: Seminole County

1101 East First Street Sanford, Florida 32771

Attn: Nicole Guillet, County Manager

With copy to: Seminole County Services Building

1101 East First Street Sanford, Florida 32771

Attn: Development Services Director

With copy to: Seminole County Services Building

1101 East First Street Sanford, Florida 32771

Attn: Resource Management Director

As to LYNX: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

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

With copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Leonard Antmann, Director of Finance

With a copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

- 19. **<u>Binding Agreement.</u>** This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date.</u> The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

- 22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.
- 23. <u>Entirety of the Agreement.</u> This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.
- 24. <u>Addendum</u>. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.
- **IN WITNESS WHEREOF**, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:	FUNDING PARTNER:	
	BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA	
By:	,	
Clerk to the Board of County	Ву:	
Commissioners	Jay Zembower, Chairman	
For the use and reliance of Seminole	Date:	
County only. Approved as to form and		
legal sufficiency.		
County Attorney		

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

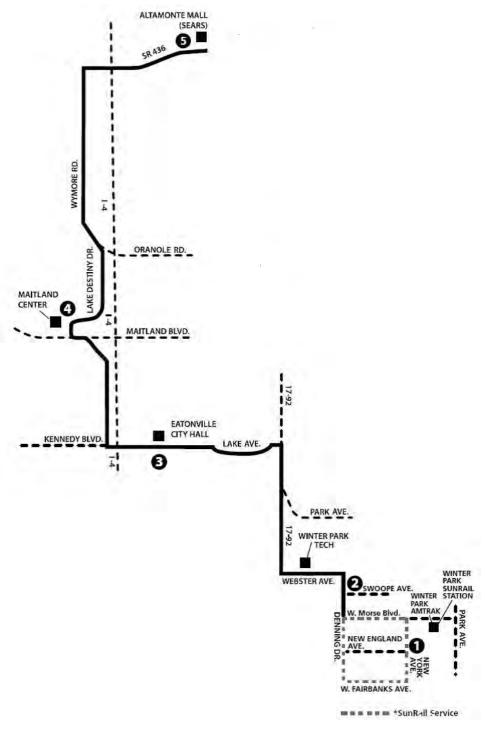
	By:
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.	
By:	
Date:	

Exhibit "A"

DESCRIPTION OF SERVICE AREA

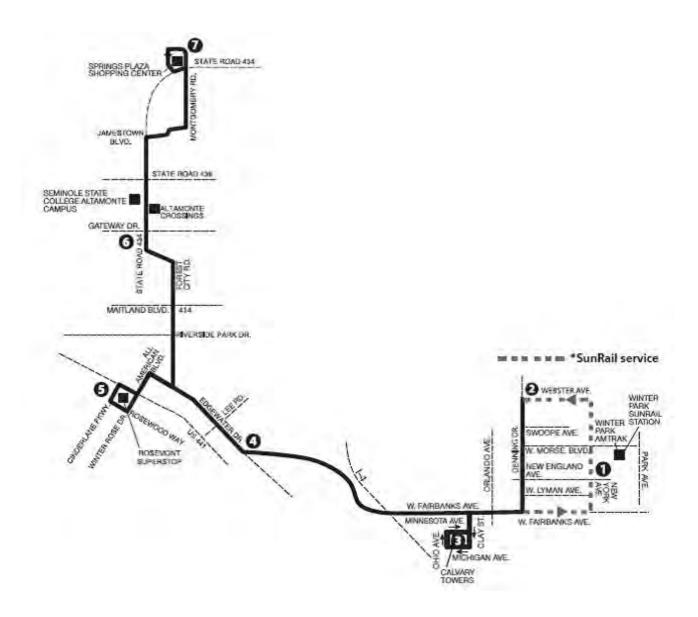
LINK 1 Winter Park/Altamonte Springs

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



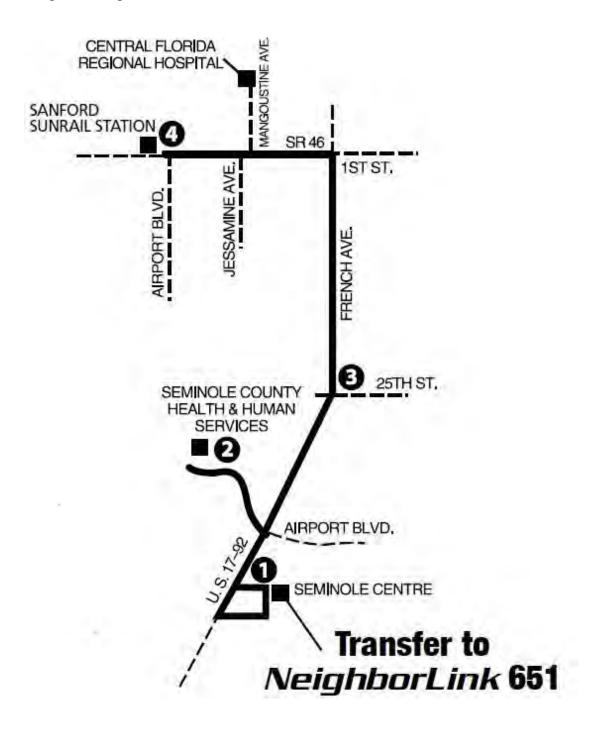
LINK 23 Winter Park/Springs Plaza

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



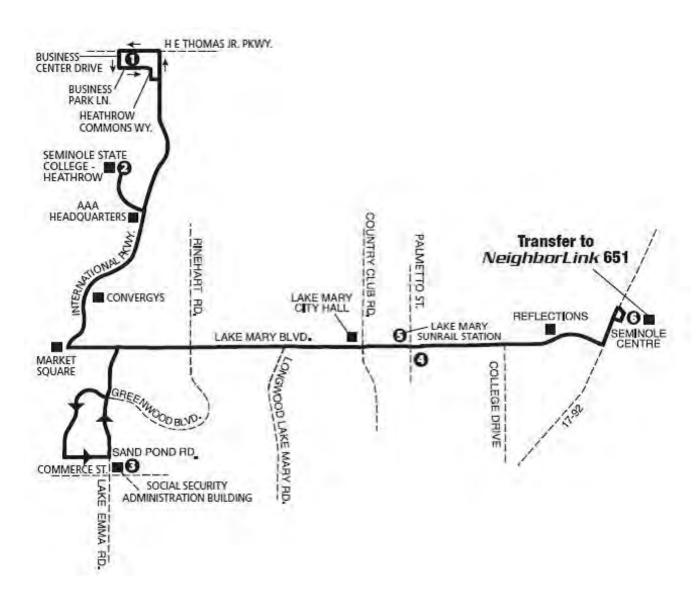
LINK 34 Sanford

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



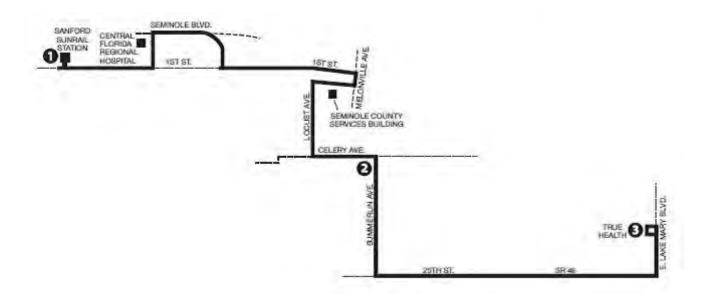
LINK 45 Lake Mary

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



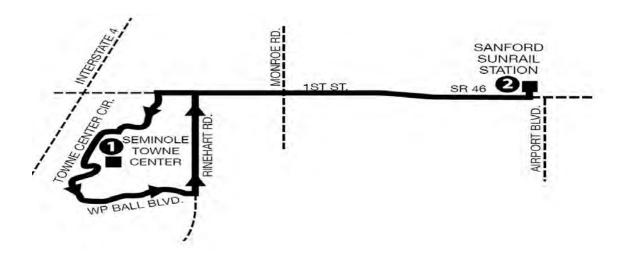
LINK 46 East SR 46/Downtown Sanford

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



LINK 46 West W. SR 46/Seminole Towne Center

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



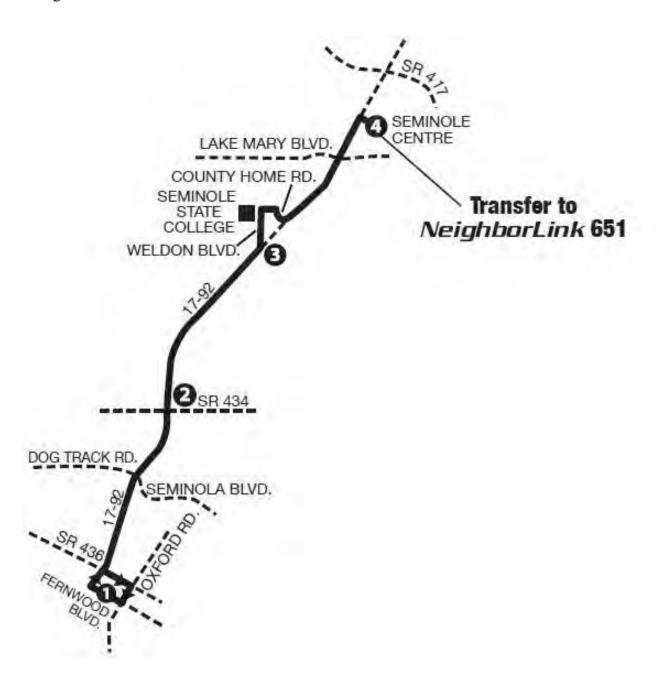
LINK 102 Orange Avenue/ South 17-92

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



LINK 103 North 17-92 Sanford

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



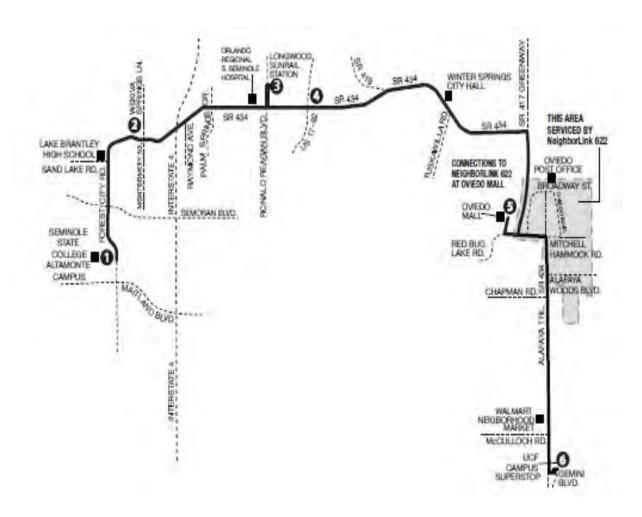
LINK 106 N. US 441/Apopka

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



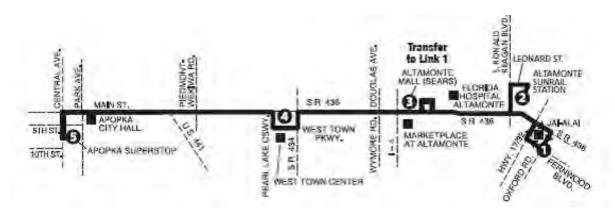
Link 434 SR 434 Crosstown

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



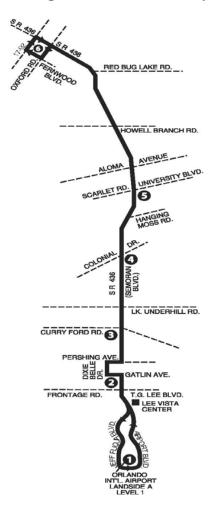
Link 436N SR 436 Crosstown

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



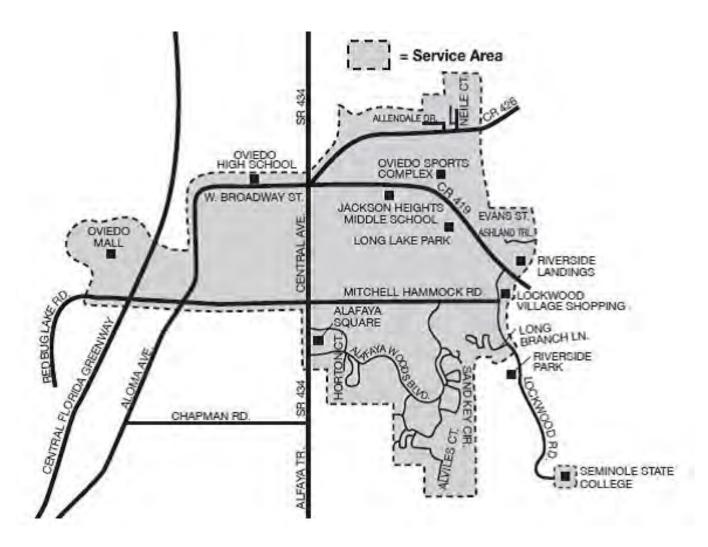
Link 436S SR 436 Crosstown

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



NeighborLink 622 Oviedo

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



NeighborLink 651 Goldsboro

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

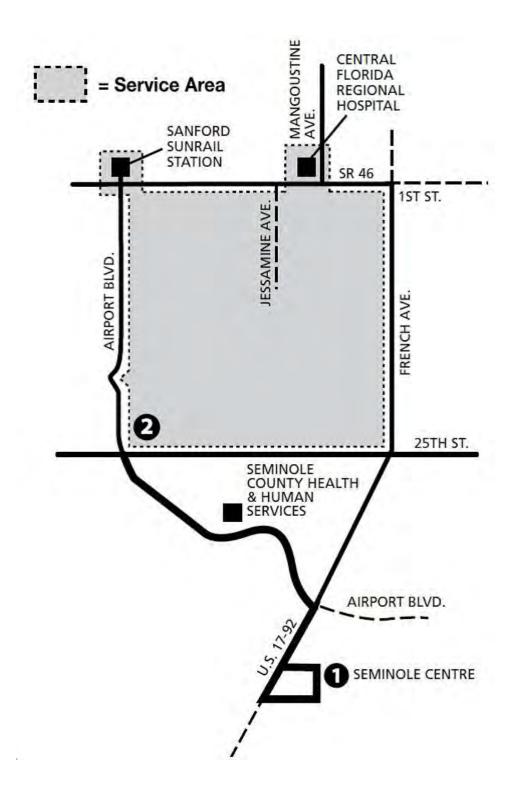


Exhibit "B"

Seminole County Transit Service Costs

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

Fixed Route Operating Costs

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

\$8,595,141

Operating Cost Recoveries Amo	unt
-------------------------------	-----

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

(\$3,922,194)

Net Fixed Route Cost \$4,672,947

NeighborLink Operating Costs	Amount
------------------------------	--------

NL 622	\$180,215
NL 651	\$187,281
LYNX Stabilzation Fund	(\$106,203)

ParaTransit Operating Costs	Amount
Americans with Disabilities Actu (ADA) Funding	\$3,114,861
Transportation Disadvantaged (TD) Funding	\$1,219,860
LYNX Stabilzation Fund	(\$800,951)
	\$3,533,770
Total Operating Costs	\$8,468,010
Capital Funding Cost	Amount
\$2 per Hour Capital Funding	\$218,352
	\$218,352
Total County Transit Service Cost	\$8,686,362

FY2021 Billing Schedule

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

Exhibit "C"

FUNDING MODEL INFORMATION

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.



Action Agenda Item #7.C

To: LYNX Board of Directors

From: Albert Francis

Chief Financial Officer Leonard Antmann (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Enter into the FY2021 Service Funding Agreements with

the Municipal Funding Partners

Date: 9/24/2020

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 listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2021 Budget.

BACKGROUND:

The Cities of Orlando, Altamonte Springs, and Sanford (hereinafter, the Municipal Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system.

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

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



The funding partner agreement for FY2021 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Municipal Funding Partners for Fiscal Year 2021 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX's fiscal year.

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

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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



EXHIBIT C:

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.

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

Central Florida Regional Transportation Authority

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 11, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2019 to September 30, 2020 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") to support LYNX's Public Transportation services for such fiscal year; and
- WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and
- WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).
- **NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:
- 1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
 - 2. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.
 - "ADA" means the Americans with Disabilities Act of 1990.
 - "Agreement" means this Service Funding Agreement and its Exhibits and Addenda.
- "<u>Appropriated Amount</u>" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.
- "Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.
- "<u>Deadhead Hours</u>" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).
- "<u>Deadhead Miles</u>" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

- "Fiscal Year" or "Current Fiscal Year" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.
 - "FDOT" means the Florida Department of Transportation.
 - "FTA" means the Federal Transit Association.
- "New Appropriated Amount" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.
- "Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.
- "Passenger Fares" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).
- "Passenger Trips" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.
- "Public Transportation" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.
- "Revenue Hours" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.
- "Revenue Miles" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.
- "Revenue Service" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.
- "<u>Service Area</u>" means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in <u>Exhibit</u> "A" attached hereto.

3. **Funding Partner Obligations**.

(a) Current Fiscal Year.

- (i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.
- (ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2020 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.
- (iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.
- (iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.
 - (b) <u>Next Fiscal Year</u>. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:
- (i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "<u>Post-Termination Payment</u>") shall be paid as provided herein.

- (ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.
- The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.
- (iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.
 - (c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations**.

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

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

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

- (b) <u>Quarterly Reporting</u>. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:
 - (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile

- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
 - (A) All of LYNX's funding partners;
 - (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
 - (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
 - (viii) The amount of fund balance allocated to reserves.
 - (ix) Any other information the Funding Partner reasonably requests.
 - (c) <u>Additional Reporting</u>. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.
- 5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

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

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

7. **Termination of Agreement.**

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

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

- 8. Audit. The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.
- 9. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

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

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

- (a) Keep and maintain public records required by the Funding Partner to perform the service.
- (b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.
- (d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.
- (e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.
- 10. Record Keeping Procedure. LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement,

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

- 11. <u>Compliance with FTA/FDOT Requirements</u>. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.
- 12. <u>Litigation and Venue</u>. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.
- 13. <u>Remedies.</u> No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 14. <u>Severability</u>. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.
- 15. <u>Waiver</u>. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 16. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.
- 17. <u>Construction</u>. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 18. <u>Notices</u>. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Orlando

Transportation Planning Bureau

400 South Orange Avenue, P.O. Box 44990

Orlando, Florida 32802-4990 Attn: Director of Transportation

With copy to: City of Orlando

400 South Orange Avenue, P.O. Box 44990

Orlando, Florida 32802-4990 Attn: City Attorney's Office

As to LYNX: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

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

With copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Leonard Antmann, Director of Finance

With a copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Carrie L. Saver, Esq, B.C.S., Senior Staff Attorney

- 19. <u>Binding Agreement.</u> This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. Effective Date. The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
- 22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.
- 23. Entirety of the Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

- 24. <u>Addendum</u>. There is attached hereto a certain Addendum consisting of one (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:	By:
City Clerk	Buddy Dyer, Mayor
For the use and reliance of the City of	
Orlando only. Approved as to form and legal sufficiency.	Date:
regar surmerency.	
City Attorney	

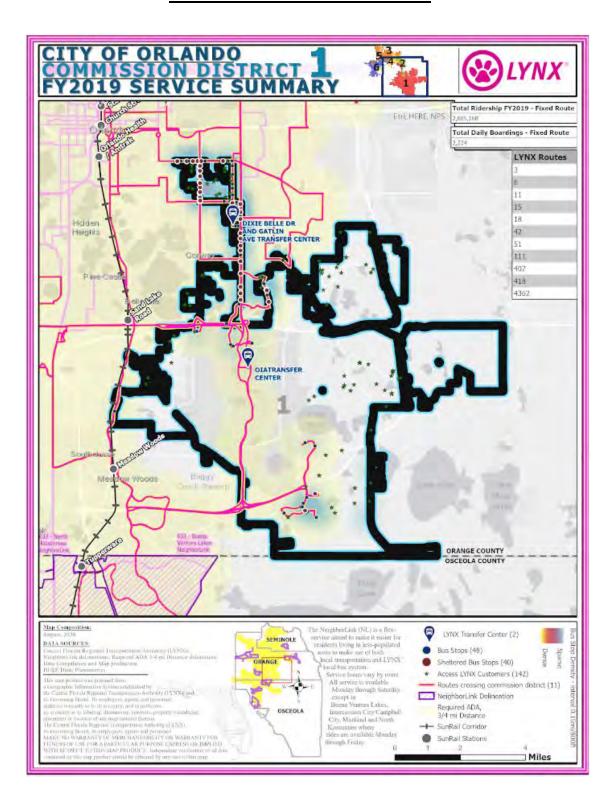
SIGNATURE PAGE FOR LYNX

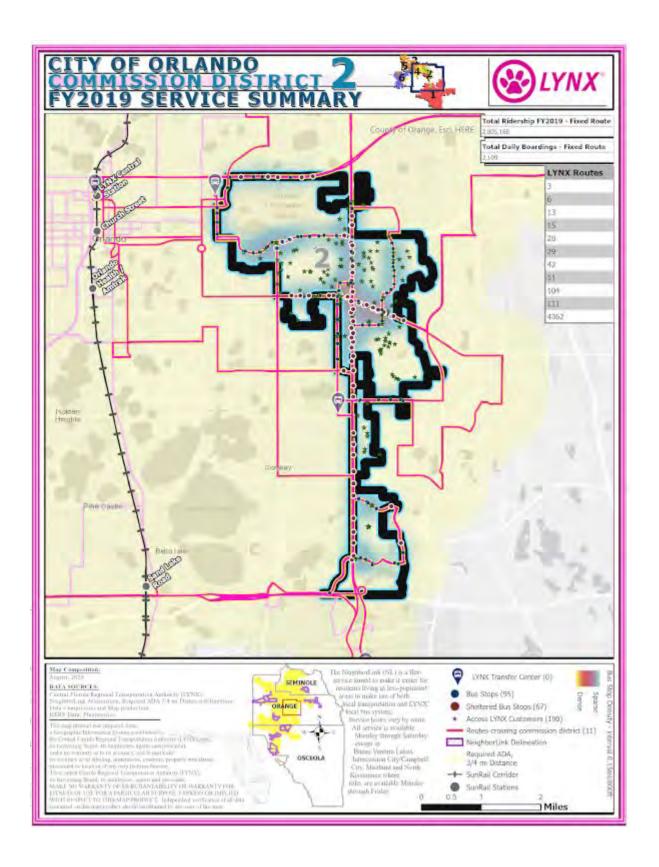
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

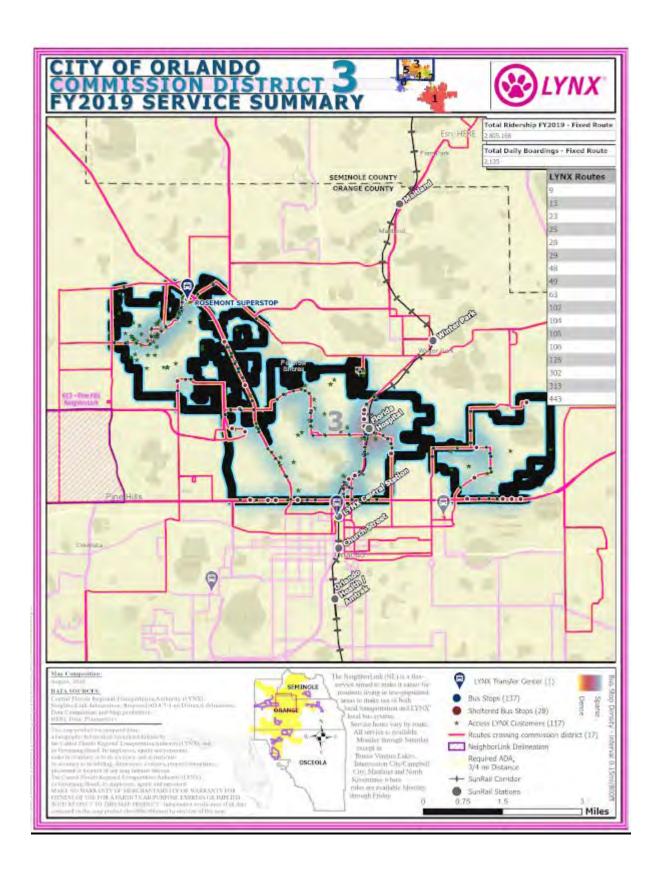
	By:
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.	
By: Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney	
Date:	

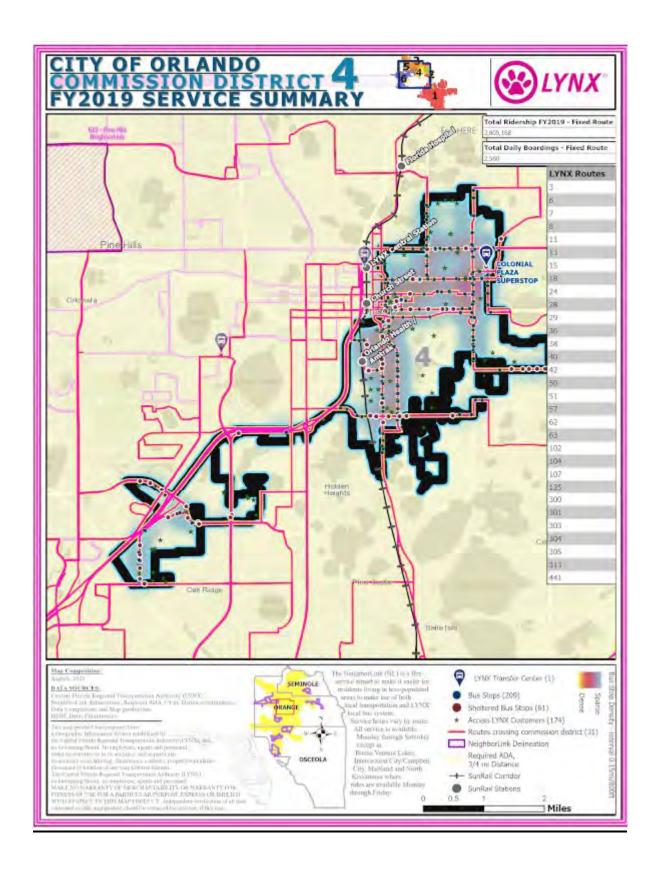
Exhibit "A"

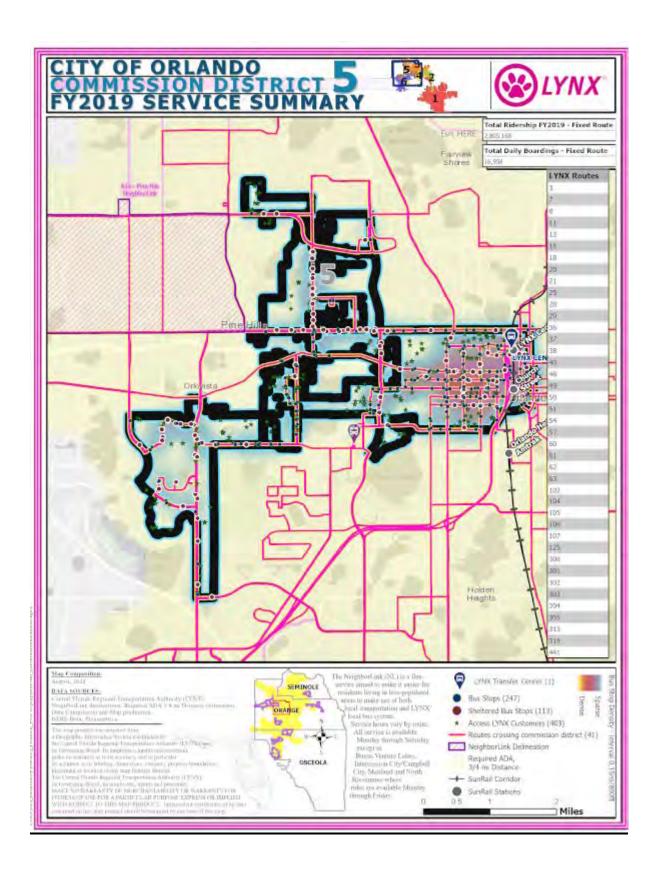
DESCRIPTION OF SERVICE AREA











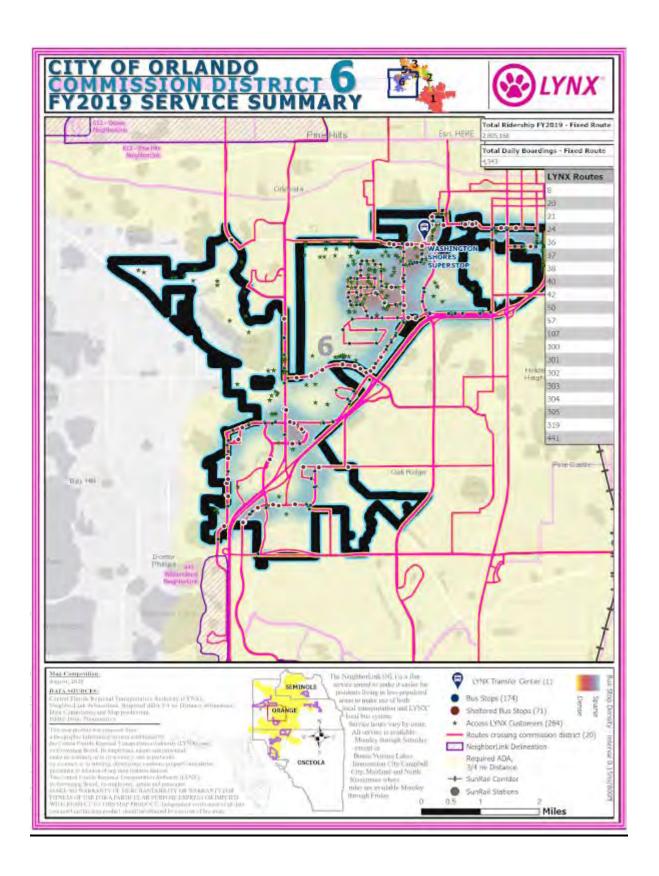


Exhibit "B" APPROPRIATED AMOUNT

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

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

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

Exhibit "C"

FUNDING MODEL INFORMATION

LYNX FY2021 Local Funding Partners

	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement	
Operating Funding				
Orange County	\$ 53,758,012		\$ 53,758,012	
Osceola County	9,196,097	-	9,196,097	
Seminole County	8,468,010		8,468,010	
Subtotal	\$ 71,422,119	\$ -	\$ 71,422,119	
City of Orlando*	\$ 4,003,006	\$ 850,000	\$ 4,853,006	
City of Orlando - LYMMO	2,422,984	-	2,422,984	
FDOT (SunRail Feeder Route)	1,800,000	_	1,800,000	
Reedy Creek	370,325	_	370,325	
Altamonte Springs	120,900	_	120,900	
City of Sanford	93,000	-	93,000	
Subtotal	\$ 8,810,215	\$ -	\$ 2,384,225	
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$ 81,082,334	
Capital Contributions				
Orange County	\$ 1,806,724	\$ -	1,806,724	
Osceola County	253,172	-	253,172	
Seminole County	218,352	-	218,352	
Subtotal	\$ 2,278,248	\$ -	\$ 2,278,248	
Total Local Funds	\$ 82,510,582	\$ 850,000	\$ 83,360,582	
i otai ilocai i unus	Ψ 02,010,002	Ψ 030,000	ψ 05,500,50 <u>2</u>	

^{*}Local match towards vehicle replacement.

ADDENDUM TO AGREEMENT

	25.	The Funding	ng Partner a	grees to app	ropriate ei	ght hun	dred fifty	thousar	nd dollars	s and
zero ce	ents (\$8	50,000) to 1	LYNX for f	iscal year 20	020-2021	for the 1	provision	of loca	l match.	The
local n	natch w	ill assist in	the purchas	e of battery	electric b	uses as	described	in the	support 1	etter
dated A	April 15	, 2019.	_	·						

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 19, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2019 to September 30, 2020 and

- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") to support LYNX's Public Transportation services for such fiscal year; and
- WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and
- WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).
- **NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:
- 1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
 - 2. **Definitions**. The following capitalized terms shall have the following meetings:
- "Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.
 - "ADA" means the Americans with Disabilities Act of 1990.
 - "Agreement" means this Service Funding Agreement and its Exhibits and Addenda.
- "<u>Appropriated Amount</u>" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.
- "Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.
- "<u>Deadhead Hours</u>" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).
- "<u>Deadhead Miles</u>" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

- "Fiscal Year" or "Current Fiscal Year" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.
 - "FDOT" means the Florida Department of Transportation.
 - "FTA" means the Federal Transit Association.
- "New Appropriated Amount" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.
- "Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.
- "Passenger Fares" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).
- "Passenger Trips" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.
- "Public Transportation" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.
- "Revenue Hours" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.
- "Revenue Miles" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.
- "Revenue Service" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.
- "Service Area" means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in Exhibit "A" attached hereto.

3. **Funding Partner Obligations**.

(a) Current Fiscal Year.

- (i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.
- (ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2020 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.
- (iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.
- (iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.
 - (b) <u>Next Fiscal Year</u>. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:
- (i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "<u>Post-Termination Payment</u>") shall be paid as provided herein.

- (ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.
- The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.
- (iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.
 - (c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations**.

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

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

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

- (b) <u>Quarterly Reporting</u>. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:
 - (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile

- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
 - (A) All of LYNX's funding partners;
 - (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
 - (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
 - (viii) The amount of fund balance allocated to reserves.
 - (ix) Any other information the Funding Partner reasonably requests.
 - (c) <u>Additional Reporting</u>. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.
- 5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

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

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

7. **Termination of Agreement.**

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

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

- 8. <u>Audit</u>. The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.
- 9. <u>Public Records</u>. If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Altamonte Springs
City Clerk's Office
225 Newburyport Avenue
Altamonte Springs, Florida 32701
407-571-8000
cityclerk@altamonte.org

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

- (a) Keep and maintain public records required by the Funding Partner to perform the service.
- (b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.
- (d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.
- (e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.
- 10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to

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

- 11. <u>Compliance with FTA/FDOT Requirements</u>. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.
- 12. <u>Litigation and Venue</u>. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.
- 13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 14. <u>Severability</u>. In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.
- 15. <u>Waiver</u>. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 16. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.
- 17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 18. <u>Notices.</u> All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of 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 copy to: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

- 19. <u>Binding Agreement</u>. This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. **Effective Date.** The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
- 22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.
- 23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

- 24. <u>Addendum</u>. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.
- **IN WITNESS WHEREOF**, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:	FUNDING PARTNER:			
	CITY OF ALTAMONTE SPRINGS, FLORIDA			
By:				
Deputy Clerk	By:			
	Patricia Bates, Mayor			
For the use and reliance of City of				
Altamonte Springs only. Approved as to	Date:			
form and legal sufficiency.				
Deputy Clerk				

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

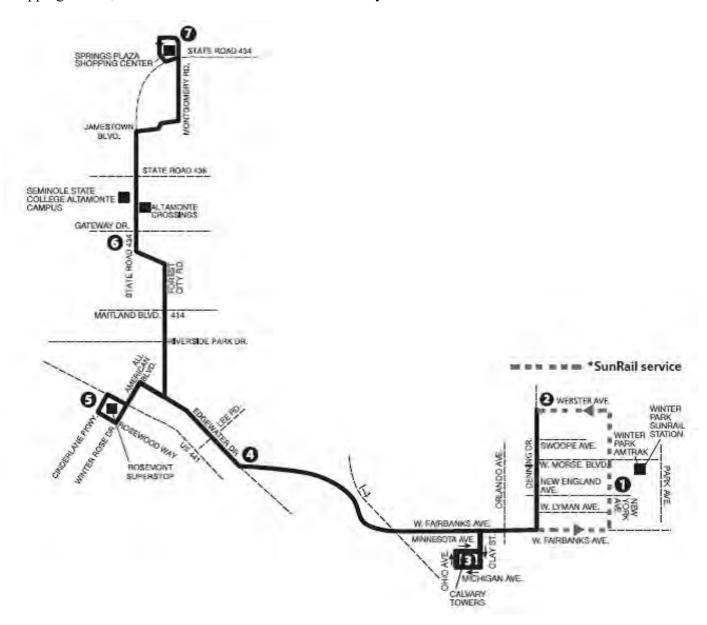
	By:
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.	
By:	
Date:	

Exhibit "A"

DESCRIPTION OF SERVICE AREA

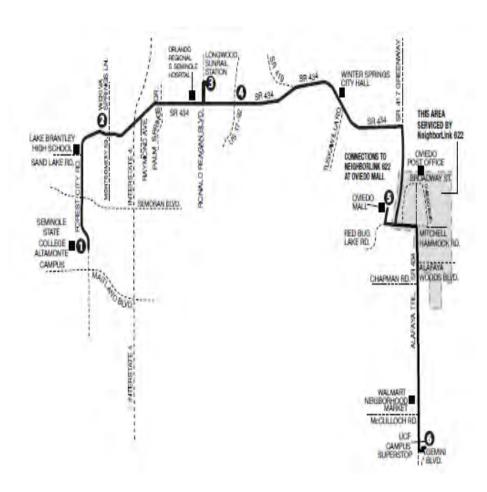
LINK 23 Winter Park/Springs Plaza

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



Link 434 SR 434 Crosstown

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



Link 436N SR 436 Crosstown

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



Link 436S SR 436 Crosstown

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

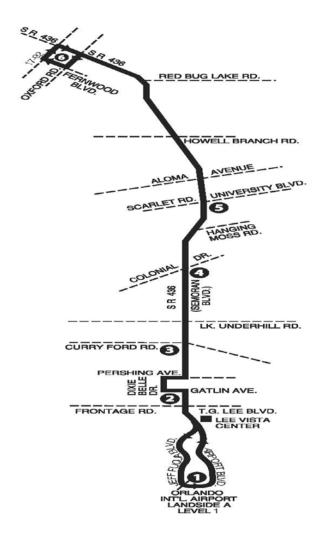


Exhibit "B"

APPROPRIATED AMOUNT

October 2020 through September 2021 \$ 120,900

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

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

Exhibit "C"

FUNDING MODEL INFORMATION

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.

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, <u>inter alia</u>, that specific public facilities and services must be available concurrently with the impacts of development; and

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 10, 2019 (the "<u>Prior Fiscal Year Funding Agreement</u>") pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

- fiscal year from October 1, 2019 to September 30, 2020 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and
- **WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2020; and
- WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2020 and ending on September 30, 2021 ("<u>Fiscal Year</u>") to support LYNX's Public Transportation services for such fiscal year; and
- **WHEREAS**, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and
- WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner's support of the regional Public Transportation System only within the Service Area (as hereinafter defined).
- **NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:
- 1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
 - 2. **<u>Definitions</u>**. The following capitalized terms shall have the following meetings:
- "<u>Access LYNX</u>" means LYNX's van transit service for medically-qualified, physically challenged transit customers.
 - "ADA" means the Americans with Disabilities Act of 1990.
 - "Agreement" means this Service Funding Agreement and its Exhibits and Addenda.
- "<u>Appropriated Amount</u>" means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.
- "Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021
- "<u>Deadhead Hours</u>" means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).
- "<u>Deadhead Miles</u>" means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).
- "<u>Demand Response Service</u>" or "<u>NeighborLink</u>" means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

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

- "<u>Fiscal Year</u>" or "<u>Current Fiscal Year</u>" means the twelve (12) month period commencing October 1, 2020 and ending the following September 30, 2021.
- "<u>Fixed-Route Service</u>" means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.
 - "FDOT" means the Florida Department of Transportation.
 - "FTA" means the Federal Transit Association.
- "New Appropriated Amount" means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.
- "Next Fiscal Year" means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2021 and ending the following September 30, 2022.
- "<u>Operating Expenses</u>" mean the expenses associated with the operations of LYNX, and which are classified by function or activity.
- "Passenger Fares" means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).
- "Passenger Trips" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.
- "Public Transportation" means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.
- "Revenue Hours" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.
- "Revenue Miles" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.
- "Revenue Service" means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

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

3. **Funding Partner Obligations**.

(a) Current Fiscal Year.

- (i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.
- (ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2020 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.
- (iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner's Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner's Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner's Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.
- (iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.
 - (b) <u>Next Fiscal Year</u>. If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:
- (i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the "<u>Post-Termination Payment</u>") shall be paid as provided herein.

- (ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.
- The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2021 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.
- (iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.
 - (c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations**.

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

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

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

- (b) <u>Quarterly Reporting</u>. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:
 - (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip
 - (B) Passengers per trip
 - (C) Passengers per Revenue Hour
 - (D) Passengers per Revenue Mile

- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
 - (A) A comparison of scheduled versus actual Revenue Miles.
 - (B) A comparison of scheduled versus actual Revenue Hours.
 - (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
 - (D) A list of changes to authorized staffing.
 - (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.
- (vii) Funding Model Information. Attached hereto as **Exhibit "C"** is a schedule listing:
 - (A) All of LYNX's funding partners;
 - (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
 - (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
 - (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.
 - (viii) The amount of fund balance allocated to reserves.
 - (ix) Any other information the Funding Partner reasonably requests.
 - (c) <u>Additional Reporting</u>. On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.
- 5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish

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

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

7. **Termination of Agreement.**

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

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

- 8. <u>Audit</u>. The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.
- 9. <u>Public Records.</u> If LYNX has questions regarding the application of Chapter 119, Florida Statues, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Sanford City Clerk's Office 300 N. Park Avenue Sanford, Florida 32771 407-688-5014

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

- (a) Keep and maintain public records required by the Funding Partner to perform the service.
- (b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.
- (d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.
- (e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.
- 10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or

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

- 11. <u>Compliance with FTA/FDOT Requirements</u>. The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.
- 12. <u>Litigation and Venue</u>. In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.
- 13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.
- 15. <u>Waiver</u>. Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
- 16. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.
- 17. <u>Construction</u>. Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 18. <u>Notices</u>. All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: 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: Central Florida Regional Transportation Authority

455 North Garland Avenue Orlando, Florida 32801-1518

Attn: Carrie L. Sarver, Esq., B.C.S., Senior Staff Attorney

- 19. **<u>Binding Agreement.</u>** This Agreement is binding upon the parties and shall inure to their successors or assigns.
- 20. <u>Effective Date</u>. The effective date of this Agreement shall be October 1, 2020. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2021, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.
- 21. <u>Negotiations</u>. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
- 22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.
- 23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.
- 24. <u>Addendum</u>. There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:	FUNDING PARTNER: CITY OF SANFORD, FLORIDA
By: City Clerk	By:Art Woodruff, Mayor
For the use and reliance of City of Sanford only. Approved as to form and legal sufficiency.	Date:
City Clerk	

SIGNATURE PAGE FOR LYNX

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

	Name: James E. Harrison, Esq., P.E.		
	Title: Chief Executive Officer		
	Date:		
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.			
By:Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney			
Date:			

Exhibit "A"

DESCRIPTION OF SERVICE AREA

DESCRIPTION OF SERVICE AREA

LINK 46 East SR 46/Downtown Sanford

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



LINK 46 West W. SR 46/Seminole Towne Center

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

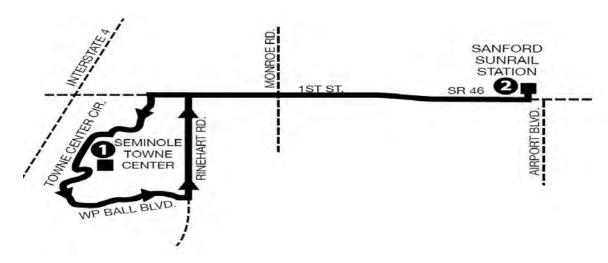


Exhibit "B"

APPROPRIATED AMOUNT

October 2020 through September 2021 \$ 93,000

Exhibit B City of Sanford Transit Service Costs For FY2021				
Total City Transit Service Cost	\$ 93,000			
FY2021 Billing Schedule:				
October 2020	\$ 7,750			
N. 1 2020	\$ 7.750			

Exhibit "C"

FUNDING MODEL INFORMATION

LYNX FY2021 Local Funding Partners

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

^{*}Local match towards vehicle replacement.



Action Agenda Item #7.D

To: LYNX Board of Directors

From: Albert Francis

Chief Financial Officer Leonard Antmann (Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Execute FY2021 Bus Service Agreements

Date: 9/24/2020

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

BACKGROUND:

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



Reedy Creek Improvement District: LYNX operates service on Links 50: Downtown Orlando/Magic Kingdom, Link 56: Kissimmee/Magic Kingdom, and Link 306: Disney Direct per an agreement with the Reedy Creek Improvement District (RCID). The agreement calls for the daily operation of four (4) evening trips on the Link 50 and Link 56 and all service (two trips) on the Link 306.

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

<u>Universal Boulevard Property Owners Association, Inc.:</u> LYNX has operates service on Link 58 in the International Drive/Destination Parkway area, operating from Destination Parkway Superstop via I-Drive, Pointe Plaza Ave., Universal Blvd. to Rosen Shingle Creek Resort. Designed as a circulator route to primarily shuttle workers from Rosen Creek to I-Drive and Destination Parkway, the route runs daily at various times. Under this Bus Service Agreement, the Association reimburses LYNX an agreed-upon amount.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the Entities for Fiscal Year 2021 is attached. Authorization is requested from the Board for LYNX staff to complete the bus service agreement with each Entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the bus service agreements to be executed more quickly after the beginning of LYNX' fiscal year. Nonsubstantive changes will be permitted to the bus service agreements by way of changes through an addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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

BUS SERVICE AGREEMENT 20-C001

by and between

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

and

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

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

October 1, 2020

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement.)

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15.	COMPLETE AGREEMENT	7

Schedule of Exhibits

Exhibit "A" – Description and Map of Bus Routes

Exhibit "B" – Service Schedule and Annual Service Costs

BUS SERVICE AGREEMENT

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

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

and

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

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

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, ERHS has expressed a need for additional or new public transportation service in and to certain portions of the Orange County identified and set forth in **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. <u>**DEFINITIONS**</u>. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement shall mean this Bus Service Agreement, as the same may be

amended from time to time.

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

to the Service Area as set forth in this Agreement.

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

Service, which for the LYNX fiscal year ending September 30, 2021, will be based on an estimated hourly rate of \$101.58 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as

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

<u>Client</u> shall mean Econ River High School – Greater Orlando Campus,

Inc.

Farebox Revenue shall mean the revenue derived from LYNX from passengers

utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the

Farebox Revenue for the Bus Service in the Service Area.

FDOT shall mean the Florida Department of Transportation.

FTA shall mean the Federal Transit Administration.

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

Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this

Agreement.

Revenue

of Bus Service

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

the Bus Service during each and every month during the term of this Agreement.

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

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

provided in paragraph 6 below.

Net Monthly Cost shall mean the net cost to provide the Bus Service on a monthly

basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue

for that same month.

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

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

provided by LYNX, as set forth and described in paragraph 5

below.

- 2. **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX:
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the Client to the extent LYNX can accommodate such needs; and
- (d) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.
- 3. <u>TERM.</u> This Agreement shall be effective on October 1, 2020 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2021 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30 fiscal year), the Client and LYNX shall meet in good faith to discuss each Party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. <u>TERMINATION</u>.

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- (b) <u>Termination for Breach</u>. Unless breach is waived by the Client or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Client's or LYNX's right to remedies at law or to damages. At the sole option of the Client, if Orange County enters into an agreement with LYNX, Client may terminate this agreement and join the agreement entered into with Orange County.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "B"</u> is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is

proposed to run during the school year, estimated at 41 weeks/year. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the Client, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular bus stop provides a safety hazard, then LYNX, in cooperation with the Client, could move that bus stop to a safer location.

- 6. <u>PAYMENT FOR BUS SERVICE</u>. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ERHS paying to LYNX the Net Monthly Cost of Bus Service. Net In that regard, the Parties do hereby agree as follows:
- (a) Within thirty (30) days after the end of each and every month, LYNX shall provide to ERHS an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. The Client shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- (b) To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to ERHS for that month will be zero, and neither Party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.
- (c) For the purpose of invoicing ERHS, invoices and related matters will be sent to ERHS or received in person at the following address:

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

- (d) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- (e) This agreement shall obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
- 7. <u>ADVERTISING</u>. The Parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

(b) LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

- 8. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 9. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Client under this Agreement shall be that of an independent contractor and not an agent.
- 10. **NO THIRD PARTY BENEFICIARY**. This Agreement is solely between the Parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third Party beneficiary or otherwise.
- 11. <u>NOTICE</u>. Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Leonard Antmann, Director of Finance

LYNX

455 North Garland Avenue Orlando, Florida 32801

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

LYNX

455 North Garland Avenue Orlando, Florida 32801

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

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

Orlando, FL 32822 Attn: President

with a copy to: ALS Education, Inc.

2636 Elm Hill Pike, Suite 500

Nashville, TN 37214

Attn: Chief Financial Officer

Either Party may change the address to which any notices are to be given by so notifying the other Parties to this Agreement as provided in this paragraph.

12. **GOVERNING LAW**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each Party expressly waives any right to a jury trial.

13. MISCELLANEOUS CLAUSES.

- (a) <u>Sovereign Immunity</u>. Each Party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.
- (b) <u>Force Majeure</u>. The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- (c) <u>Time of Essence</u>. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.
- (f) <u>Benefits of Service</u>. The Payments to be paid by ERHS to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (g) <u>No Oral Modification</u>. The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (h) <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (i) <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

- (j) <u>Adjustment of Bus Routes</u>. The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (k) <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ERHS such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the Parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- (1) <u>Default/Notice/Procedure to Resolve Disputes</u>. The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.
- (m) <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the Parties through an amendment to this Agreement.
- (n) <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 14. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 15. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

[Signatures Begin On Following Page]

SIGNATURE PAGE FOR LYNX

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: Name: James E. Harrison, Esq., P.E. Title: Chief Executive Officer Date:				
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.					
By:					

EXHIBIT "A"

Description of Bus Service

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

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

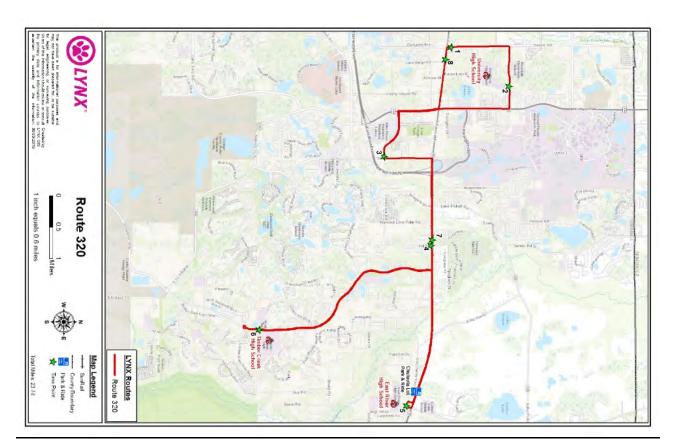


EXHIBIT "B"

Proposed Service Schedule and Annual Service Costs

LINK 320 - PROPOSED SCHEDULE

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

P.M. Times are shown in bold

FY2021 ECON RIVER HIGH SCHOOL SERVICE

HOURS - LINK 320

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

Hourly Rate \$ 101.58

Gross Annual \$ 222,216.41

Estimated Fares \$ (3,000.00)

Estimated cost, Net of Fares \$ 219,216.41

FY2021 ECON RIVER HIGH SCHOOL SERVICE

HOURS - LINK 320

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

Hourly Rate \$ 101.58

Gross Annual \$ 222,216.41

Estimated Fares \$ (3,000.00)

Estimated cost, Net of Fares \$ 219,216.41

FY2021 ECON RIVER HIGH SCHOOL SERVICE HOURS - LINK 320

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

Hourly Rate \$ 101.58

Gross Annual \$ 222,216.41

Estimated Fares \$ (3,000.00)

Estimated cost, Net of Fares \$ 219,216.41

BUS SERVICE AGREEMENT No. 18-C145

by and between

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

and

REEDY CREEK IMPROVEMENT DISTRICT (RCID)

relating to the providing of bus service in the Reedy Creek Improvement District Service Area

October 1, 2020

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

<u>Paragraph</u>	<u>Caption</u>	Page Number
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Schedule of Exhibits and Appendices

Exhibit "A" - Sketch of Reedy Creek Improvement District Service Area

Exhibit "B" - Description of Service and Bus Routes

Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

BUS SERVICE AGREEMENT

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

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a LYNX, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "LYNX")

and

REEDY CREEK IMPROVEMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**RCID**").

RCID and LYNX shall sometimes be referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, RCID is the governmental authority having jurisdiction over the lands of the Reedy Creek Improvement District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, RCID has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for LYNX to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "B"** and as graphically depicted on **Appendix 1** thereof, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

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

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

Service Area as set forth in this Agreement and on Exhibit

"B".

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

Commuter Rail shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be

to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail

Funds are not within the defined term "Contributions".

Commuter Rail shall mean the Commuter Rail Project presently being

Project contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point

in Volusia County to a point in Taft in Orange County, Florida.

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

Agreement.

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

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

on the dates set forth.

FDOT shall mean the Florida Department of Transportation.

FTA shall mean the Federal Transit Administration.

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

Agreement.

Matching shall mean any matching grants or matching contributions, if

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

RCID Contributions as set forth and described in paragraph 7

below.

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

attached hereto.

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

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

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

to be provided by LYNX, as set forth and described in

Paragraph 4 below.

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

Paragraph 3 below.

- 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. <u>TERM.</u> This Agreement shall be effective as of October 1, 2020 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein, continue through September 30, 2021 (the "<u>Expiration Date</u>"). 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. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "B"</u> 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 Seventy Thousand Three Hundred Twenty-Five Dollars (\$370,325) payable in two payments of One Hundred Eighty-Five Thousand One Hundred Sixty-Three Dollars (\$185,163) upon the effective date of Agreement and One Hundred Eighty-Five Thousand One Hundred Sixty-Tro Dollars (\$185,162) on or before September 30, 2021. No additional fees shall be due from RCID for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

- 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. <u>ADVERTISING</u>. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
 - (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Reedy Creek Improvement District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.
 - (b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

- 9. <u>BOND</u>. RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.
- 10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.
- 11. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and RCID under this Agreement shall be that of an independent contractor and not an agent.
- 12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.
- 13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: James E. Harrison, Esq, P.E.

Chief Executive Officer

Central Florida Regional Transportation

Authority d/b/a LYNX 455 North Garland Avenue Orlando, Florida 32801 Telephone: (407) 254-6063 Telecopy: (407) 254-6137

with a copy to: Attn: Leonard Antmann

Director of Finance

Central Florida Regional Transportation

Authority d/b/a LYNX 455 North Garland Avenue Orlando, Florida 32801 Telephone: (407) 254-6125 Telecopy: (407) 254-6138

As to RCID: Ann Blakeslee, Deputy District

Administrator

Reedy Creek Improvement District

1900 Hotel Plaza Boulevard Post Office Box 10170

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

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. MISCELLANEOUS CLAUSES.

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

- (b) <u>Force Majeure</u>. The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- (c) <u>Time of Essence</u>. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (f) <u>Benefits of Service</u>. The RCID monies to be paid by RCID to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (g) <u>No Oral Modification</u>. The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (h) <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (i) <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- (j) <u>Adjustment of Bus Routes</u>. The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (k) <u>Default/Notice/Procedure to Resolve Disputes</u>. The Parties understand and are aware that this Agreement is between two entities who mutually

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

- (l) <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in <u>Exhibit "B"</u>. Thus, the Contributions may be used for all of said Bus Service.
- 16. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 17. **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]

SIGNATURE PAGE FOR LYNX

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

	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY By: Name: James E. Harrison, Esq., P.E. Title: Chief Executive Officer
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose. By:	
	REEDY CREEK IMPROVEMENT DISTRICT
	By:
	<u>District Administrator</u> (Print Title of Person Signing)

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area

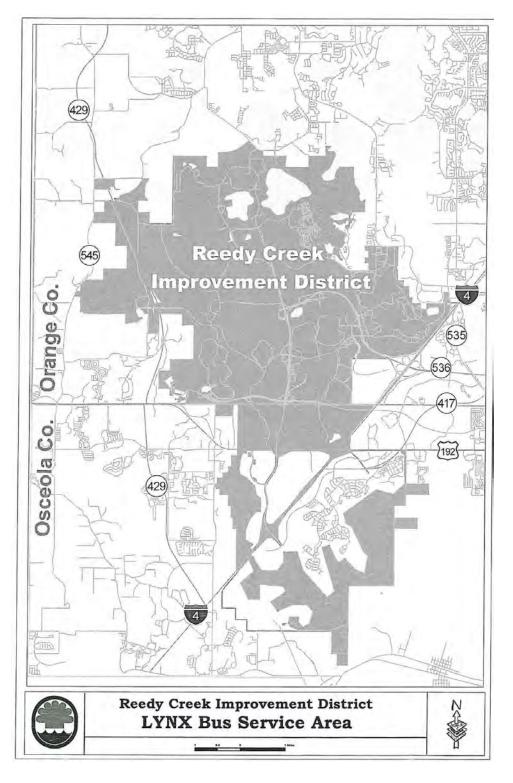


Exhibit "B"

Reedy Creek Improvement District Transit Service Costs

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

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

EXHIBIT "B"

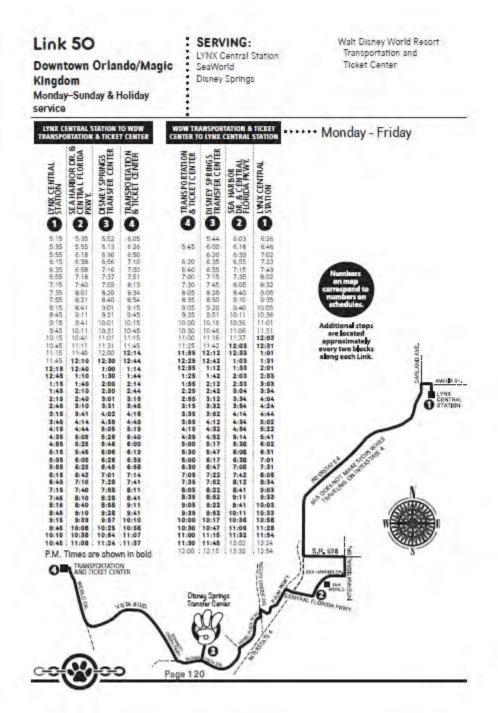
<u>Description of Lynx Bus Service, Times and Lynx Bus Routes</u> Effective August 25, 2019

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

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

END EXHIBIT "B"

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



Link 56

W. U.S.192/Magic Kingdom

Monday-Sunday & Holiday service

SERVING:

Plaza Del Sol Old Town Celebration

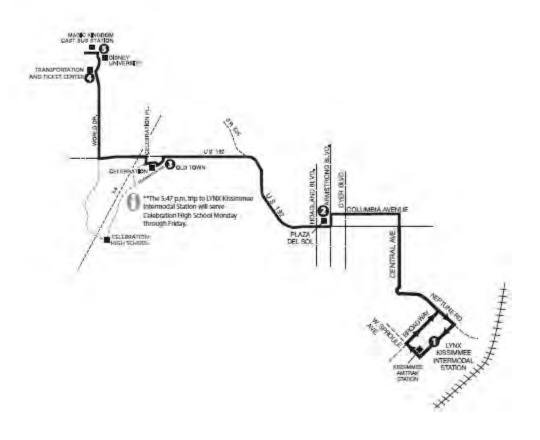
Walt Disney World Resort Transportation and

Ticket Center

Magic Kingdom Cast Bus Station Disney University

LYNX Kissimmee Intermodal

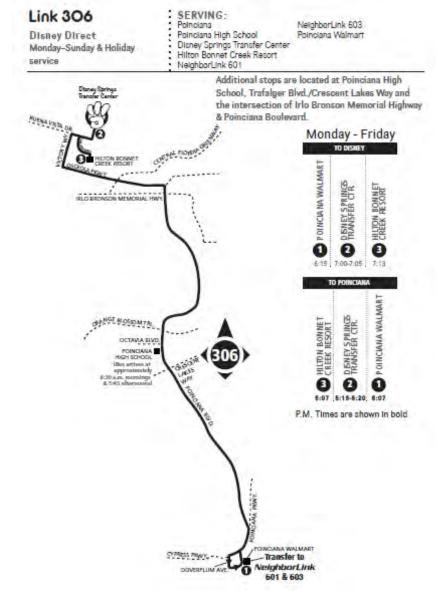
Station



Service Monday-Sunday & Holidays

5:30 AM to 11:00 PM

Frequency 30 minutes



END APPENDIX 1

BUS SERVICE AGREEMENT No. 18-C144

by and between

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

and

LAKE COUNTY

October 1, 2020

BUS SERVICE AGREEMENT

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

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

and

LAKE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (hereinafter referred to as "**LAKE COUNTY**") whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778.

LAKE COUNTY and LYNX shall sometimes each be referred to as a "party" and collectively as the "parties".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, LAKE COUNTY has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified and set forth in <u>Exhibit</u> "A" (the "<u>Service Area</u>"), attached hereto; and

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

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

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

greement, as the same may be amended
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from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and

to the Service Area as set forth in this Agreement.

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

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

3 below.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers

utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue

for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

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

Monthly Cost of
Bus Service

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

Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

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

Agreement.

Monthly Payment

Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Service Area Service Schedule Shall have the meaning set forth in the preamble to this Agreement. Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

- 2. **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX:
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- (c) The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and which are either consistent with the terms of the Agreement or, if inconsistent with the terms of the Agreement are part of a contract modification approved in accordance with paragraph 16.

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

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

No later than six (6) months before the end of each fiscal of this Agreement (based on a September 30 fiscal year), LAKE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

- a. <u>Termination at Will</u>. This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 12.
- b. <u>Termination Due to Lack of Funds</u>. In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAKE COUNTY or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party and to the LAKE COUNTY Board of Directors. Notice shall be delivered in accordance with paragraph 12.
- C. Termination for Breach. Unless breach is waived by LAKE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and the LAKE COUNTY Board of Directors written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit LAKE COUNTY's or LYNX right to remedies at law or to damages.
- 5. <u>SCHEDULE OF BUS SERVICE</u>. Attached hereto as <u>Exhibit "A"</u> is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the LAKE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAKE COUNTY, could move that Bus Stop to a safer location.
- 6. <u>PAYMENT FOR BUS SERVICE</u>. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the LAKE COUNTY paying to LYNX the Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:
- a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the LAKE COUNTY an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service, which would show for that month the required actual payment to be made to LYNX which would be the Monthly Cost for Bus Service to be paid. LAKE COUNTY shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.
- b. For the purpose of invoicing, invoices and related matters will be sent to the LAKE COUNTY at the following address:

Lake County PO Box 7800 Tavares, Florida 32778

- c. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- d. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
- e. The anticipated Monthly Cost of Bus Service is set forth on **Exhibit "B"** attached hereto.
- 7. **ADVERTISING**. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

- 8. <u>BOND</u>. LAKE COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the LAKE COUNTY under this Agreement.
- 9. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 10. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and LAKE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

- 11. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.
- 12. <u>NOTICE</u>. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Director of Finance

455 North Garland Avenue Orlando, Florida 32801

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

455 North Garland Avenue Orlando, Florida 32801

LAKE COUNTY: Lake County Manager

PO Box 7800

Tavares, Florida 32778

Copy: Lake County Attorney

PO Box 7800

Tavares, Florida 32778

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

14. MISCELLANEOUS CLAUSES.

- a. <u>Sovereign Immunity</u>. Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAKE COUNTY of its rights to invoke sovereign immunity as a governmental entity.
- b. <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

- c. <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. <u>Legal Obligations</u>. This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. <u>Benefits of Service</u>. The Payments to be paid by the LAKE COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- g. <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- j. <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- i. <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the LAKE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

- k. <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the LAKE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available by it, is based upon the amount and it receiving the Thus, for example, if LAKE COUNTY should fail to pay the requisite Payments, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- l. <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in <u>Exhibit "A"</u>. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.
- m. <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 15. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.
- 16. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:
- a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAKE COUNTY Executive Director.
- b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAKE COUNTY Board of County Commissioners.

SIGNATURE PAGE FOR LYNX

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

	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
	By:
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.	
By:	
Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney	
Date:	-
Attest:	LAKE COUNTY By LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
	By:(Signature of Authorized Official)
By:	(Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:

EXHIBIT "A"

Description of Bus Route(s)

Effective: July 2020

Link 55

W. U.S. 192/Crosstown

Monday-Sunday & Holiday service

SERVING:

LYNX Kissimmee Intermodal

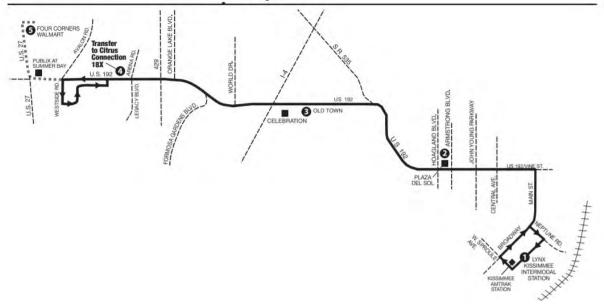
Station/SunRail

Old Town

Celebration

Orange Lake

Four Corners Walmart Plaza Del Sol Citrus Connection 18X



"Exhibit B"

Lake County Transit Service Costs

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

Fixed Route Operating Costs	Amount
Link 55	\$306,885
	\$306,885
Net Funding Request from County	\$306,885
FY2021 Billing Schedule	Amount
October-20	\$25,574
November-20	\$25,574
December-20	\$25,574
January-21	\$25,574
February-21	\$25,574
March-21	\$25,574
April-21	\$25,574
May-21	\$25,574
June-21	\$25,574
July-21	\$25,574
August-21	\$25,574
September-21	\$25,571

Annual Funding Request from County

BUS SERVICE AGREEMENT

by and between

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

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

(the Association)

relating to the providing of bus service in the International Drive, Orange County, Florida, area

October 1, 2020

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement.)

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Schedule of Exhibits

Exhibit "A" - Sketch of POA Area

Exhibit "B" – Description of Service or Bus Route Exhibit "C" – Schedule of Service Times and Stops

Exhibit "D" - Schedule of Fee Payments

BUS SERVICE AGREEMENT

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

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

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, with a registered office at 9751 Universal Boulevard, Orlando, Florida 32819 (hereinafter referred to as "**Association**").

The Association and LYNX shall sometimes each be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

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

WHEREAS, the Association and its members desire and have a need for public transportation service in certain portions of the POA Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the POA Area; and

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

WHEREAS, the parties wish to terminate the Prior Agreement and replace it with this current Agreement, LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

Agreement shall mean this Bus Service Agreement, as the same may be

amended from time to time.

Association shall mean Universal Boulevard Property Owners Association,

Inc.

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

and to the Service Area as set forth in this Agreement.

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

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

provided in paragraph 3 below.

FDOT shall mean the Florida Department of Transportation.

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

providing the Bus Service as set forth and described in

paragraph 6 below.

FTA shall mean the Federal Transit Administration.

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

Bus Service Service and the actual hours of Bus Service) to provide the Bus

Service for each and every month during the term of this

Agreement.

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

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

property owners association, as described and set forth in

Exhibit "A" attached hereto.

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

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

be provided by LYNX, as set forth and described in paragraph 5

below.

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

paragraph 3 below.

- 2. **PROVIDING OF BUS SERVICE**. Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:
- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of the Association to the extent LYNX can accommodate such needs;
- (d) The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.; and
- 3. <u>TERM</u>. This Agreement shall be effective on October 1, 2020 (the "<u>Commencement Date</u>") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2021 (the "<u>Expiration Date</u>"), which is the funding period for providing the Bus Service. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

4. <u>TERMINATION</u>.

- (a) <u>Termination at Will</u>. This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Association's or LYNX's right to remedies at law or to damages. At the sole option of the Association, if Orange County enters into an agreement with LYNX, Association may terminate this agreement and join the agreement entered into with Orange County.

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

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

- (c) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.
- (d) This agreement shall not obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.
- 7. **DEFAULT**. In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:
- (a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.
- (b) The sole remedies available to the Association in the event of a default hereunder shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit "C"**.

- 8. <u>ACCESS OVER PRIVATE PROPERTY</u>. If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Association shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.
- 9. <u>INDEMNIFICATION</u>. The Association shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Association or any of its Members, or any of their employees or agents.
- or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX a Security Deposit in an amount to be agreed upon by both parties upon execution of this Agreement. **ADVERTISING**. The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:
- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- (b) LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue", which the Association shall not be entitled to as part of this agreement.

- 11. **NON-ASSIGNABILITY**. This Agreement if not assignable by either Party without the prior written consent of the other Party.
- 12. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Association under this Agreement shall be that of an independent contractor and not an agent.
- 13. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third Party beneficiary or otherwise.
- 14. **NOTICE**. Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Leonard Antmann, Director of Finance

LYNX

455 North Garland Avenue Orlando, Florida 32801

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

LYNX

455 North Garland Avenue Orlando, Florida 32801

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

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

with a copy to: Broad and Cassel

390 North Orange Avenue, Suite 1400

Orlando, Florida 32801 Attn: Deborah H. Johnson

Either Party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

- 15. **GOVERNING LAW**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each Party expressly waives any right to a jury trial.
- 16. <u>COSTS AND ATTORNEYS' FEES</u>. In the event a dispute arises between the parties hereto in regard to this Agreement and suit is brought, the prevailing party in such suit shall be entitled to recover from the non-prevailing party its reasonable costs and attorney's fees, including its reasonable costs and attorneys' fees in any appellate action involving such suit.

17. <u>MISCELLANEOUS CLAUSES</u>.

(a) <u>Sovereign Immunity</u>. LYNX hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.

- (b) <u>Force Majeure</u>. The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- (c) <u>Time of Essence</u>. The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- (d) <u>Legal Obligations</u>. This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) <u>No Waiver</u>. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (f) <u>No Restrictions As To Other Service</u>. Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the OA Area, whether adding or dropping service.
- (g) <u>Benefits of Service</u>. The Payments to be paid by the Association to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (h) <u>Governing Law</u>. This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
- (i) <u>No Oral Modification</u>. The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (j) <u>Severability</u>. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (k) <u>Counterparts</u>. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

- (1) <u>Adjustment of Bus Routes</u>. The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (m) <u>Capital Requirements (i.e., Buses)</u>. LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the Association such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- (n) <u>Default/Notice/Procedure to Resolve Disputes</u>. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Association is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Association. Thus, for example, if the Association should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.
- (o) <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.
- (p) <u>Independent Contract As To Employees Of LYNX</u>. LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.
- 18. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.
- 19. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the

services contemplated herein and it may not be amended, changed or modified except by a writing signed by the Party to be charged by said amendment, change or modification.

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

[Signatures Begin On Following Page]

SIGNATURE PAGE FOR LYNX

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

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

	By:
	By:(Signature of Authorized Official)
	(Print Name and Title of Person Signing)
	Dated:
	CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY
	By:
	Date:
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.	
By: Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney	
Date:	-

EXHIBIT "A"

Sketch of POA Area

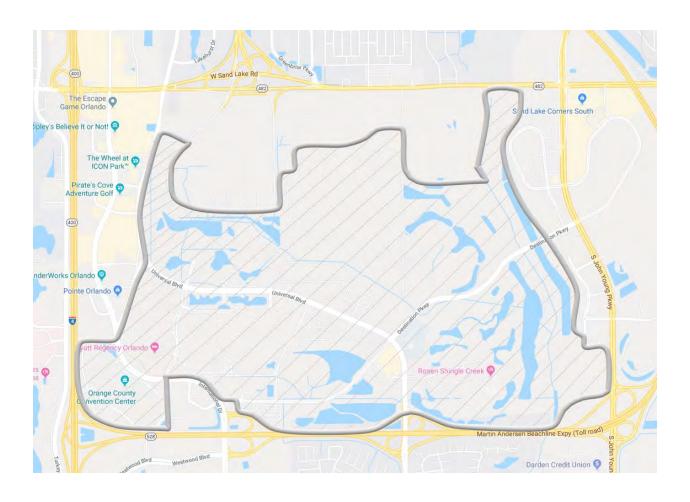
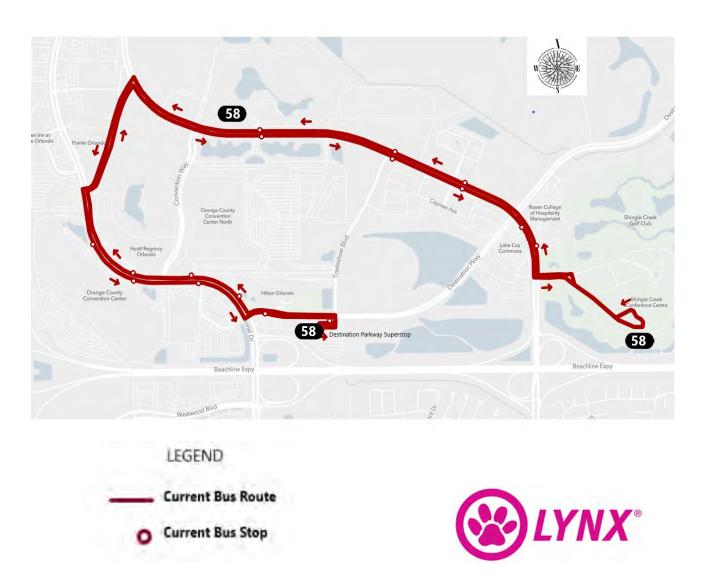


EXHIBIT "B"

Description of Service or Bus Route



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

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

EXHIBIT "C"

Schedule of Service Times and Stops

Link 58 Shingle Creek Circulator Effective: April 28, 2019

Operates Daily (Monday - Sunday)

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

EXHIBIT "D" Schedule of Fee Payments

Link 58 Shingle Creek Service Costs

Effective: August 1, 2020

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

MID-DAY Start	No Mid-day Service
MID-DAY End	No Mid-day Service
MID-DAY Hours	0.00
Doodhaad	0.00

Deadhead 0.00
MID-DAY Platform Hours 0.00

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

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

Single Day Total Platform Hours	1.95
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Days to Operate	(Fiscal Year 2020)	365
Days to Operate	(FISCAL LEAL 2020)	303

Total Fiscal Year 2020 Platform Hours 4,361.75

Hourly Cost \$49.53

Total Fiscal Year 2020 Operating Cost \$216,037

Exhibit "D" Universal Blvd Property Owners Assn Transit Service Costs

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

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 58	4,362	\$216,037
	4,362	\$216,037
Net Funding Request from County	_	\$216,037

FY2021 Billing Schedule

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

Annual Funding Request from County

\$216,037



Information Item A

To: LYNX Board of Directors

From: Albert Francis

Chief Financial Officer

Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 9/24/2020

LYNX Liability Claim Settlements August 1 – August 31, 2020

Claimant Name	Accident	Accident Type	Settlement	Date of
	Date		Amount	Check
Lavett Jones	4/30/2019	Bodily Injury	7,500.00	8/6/2020
Ronald Bracewell	6/29/2019	Bodily Injury	20,000.00	8/13/2020
Randall Nelson	7/2/2020	Property Damage	801.73	8/13/2020
Antonio Askew	1/8/2020	Bodily Injury	12,000.00	8/13/2020
Brianna Myers	7/26/2020	Property Damage	500.00	8/27/2020
Roderick Godfrey	10/1/2019	Bodily Injury	2,727.12	8/27/2020
Brian Parker	5/18/2019	Bodily Injury	2,000.00	8/27/2020
Tiffany Marshall	2/13/2019	Bodily Injury	10,000.00	8/31/2020
Shava Belliveau	1/8/2020	Bodily Injury	12,000.00	8/27/2020
Magic Fermin	2/23/2019	Bodily Injury	10,000.00	8/27/2020
Philip Riffe	7/31/2020	Property Damage	1,217.99	8/27/2020



Monthly Report A

To: LYNX Board of Directors

From: Matthew Friedman

Director Of Marketing Comm

Matthew Friedman (Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communications Report

Date: 9/24/2020

LYNX COMMUNITY EVENTS AND OUTREACH - AUGUST 2020

DAY	EVENT NAME	DESCRIPTION
	All events cancelled due to COVID 19 pandemic	

LYNX PRESS RELEASES | MEDIA NOTES: AUGUST 2020

August 21	LYNX August Board of Directors and Oversight Committee to Hold Virtual Meetings
August 27	LYNX to Resume Charging Fares Sept. 1 on All Services
August 28	Labor Day Holiday Schedule



AUGUST 2020 – LYNX NEWS ARTICLES

August 1	Editor's notebook: Improving access to transportation is key for the region Orlando Business Journal from a Lynx bus stop, according to its operating entity, the Central Florida Regional Transportation Authority. But to provide greater access brings up
August 4	New Bus Wrap Encourages People to "Do Your Part" to Prevent the Spread of COVID-19 Orange County Government, Florida Orange County Mayor Jerry L. Demings, along with Lynx, Orlando Economic Partnership (The Partnership) and Visit Orlando officials revealed art Orange County 'in a very good position' in coronavirus fight, officials say msnNOW Fish-eye view of a newly-decorated 60-foot-long Lynx accordion bus sporting the 'Safer, Stronger, Together' campaign, on Monday, August 3, 2020.
August 5	Orange County unveils bus that encourages residents to 'mask up' and follow CDC guidelines FOX 35 Orlando Mayor Jerry Demings unveiled a new Lynx bus wrap in Orlando on Monday. It encourages people to wear a mask and practice CDC guidelines.
August 8	LYNX bus system to receive \$2.8 million in upgrades, purchase electric buses WKMG News 6 & ClickOrlando ORLANDO, Fla. – Central Florida's bus system, LYNX, will receive \$2.8 million in federal funding to replace buses and update the public transportation
August 10	Demings, Murphy, Soto Announce Over \$2.8 Million in Federal Funding to Modernize LYNX Bus The Apopka Voice From the Office of U.S. Representative Val Demings the Central Florida Regional Transportation Authority (LYNX) will receive a competitive federal

LYNX B@ard Agenda

August 14	Lynx among federal transportation grant recipients in Florida Orlando Business Journal A Central Florida transit provider was among five Florida organizations that got a combined \$27.8 million in federal grants. The Central Florida Regional Transportation Authority, which operates Orlando's Lynx public bus system, received \$2.8 million from the Federal Transit Administration. The grants are for projects related to the replacement or addition of buses or bus-related facilities. Lynx will use the funds to buy six new electric buses to replace older diesel buses that are no longer useful, spokesman Matt Friedman told Orlando Business Journal. The Jacksonville Transportation Authority (\$12 million), Collier Area Transit (\$9 million), the Hillsborough Area Regional Transit Authority (\$2.8 million) and the Pinellas Suncoast Transit Authority (\$1.2 million) were the other Florida organizations that got funds. "This administration is committed to rebuilding our nation's transportation infrastructure even through the current Covid-19 crisis, and this [round of] \$464 million in federal grants will help improve the safety and reliability of transit bus service nationwide as the economy returns," U.S. Transportation Secretary Elaine Chao said in a prepared statement. Lynx previously got a \$75.5 million grant from the U.S. Department of Transportation to mitigate any Covid-19 pandemic impacts. Lynx's current fleet includes about 310 buses. The company made over 25.2 million passenger trips in fiscal 2019.
August 28	LYNX to resume charging fares in September WKMG News 6 & ClickOrlando The Central Florida Regional Transportation Authority Board chairman and Orlando Mayor Buddy Dyer announced Thursday that LYNX will resume Lynx bus ride fares coming back after pandemic break Orlando Sentinel Bus regular Don Salmon at Lynx's Central Station in Orlando was disappointed to learn of the fare resumption. "I use the bus quite a bit and it gets Central Florida economy stuck in plateau as hotels remain mostly empty, I-4 traffic stays light Orlando Sentinel Nancy Stites can see it in her daily rounds as a Lynx bus driver near UCF who had been to bars in east Orange County and downtown Orlando.
August 29	LYNX bus fares to return in September, riders required to wear face mask positivelyosceola.com Fares have been waived since March 30 on bus, NeighborLink and ACCESS LYNX routes amid the coronavirus pandemic. Customers may purchase

LYNX B@ard Agenda

AUGUST 2020 - LYNX SOCIAL MEDIA

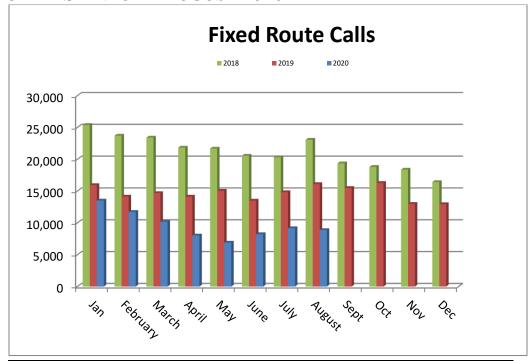
August 1 As we continue to monitor #HurricaneIsaias, we would like to remind community that all LYNX transportation services will be provided scheduled until sustained winds reach 35 mph on the ground or their flooding. August 2 Here's a helpful tip from the CDC on how to use hand sanitizer. Response to riders' statement of bus hand sanitizers being empty. August 3 SunRail service will be suspended today.	as
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Sarvice Alert: Effective August 3 Robinson Street at Broadway Ax	zanua 33zi11
Service Alert: Effective August 3, Robinson Street at Broadway Av be closed due to road construction for several days.	venue win
The #SaferStrongerTogether bus was unveiled today, as a reminder	that wa'ra
all in this together.	
August 4 Good Tuesday morning from LYNX Central Station! Please do you	ır part and
Mask Up.	
Response to riders' complaint about many passengers not wearing in	masks and
buses being full to capacity.	
August 5 Sometimes a stroll in the park is just the type of mid-week break yo	
Service alert: Effective Saturday, August 8, Links 13, 104 and 434	will resume
service to the UCF SuperStop via their normal routes.	
August 6 A friendly reminder that masks are required when riding LYNX.	
Response to riders concern about masks not being mandatory for rid	ders.
August 7 Beautiful clouds as far as the eye can see! Have a wonderful weeke	end!
Service alert: Effective Saturday, August 8, Links 13, 104 and 434	will resume
service to the UCF SuperStop via their normal routes.	
August 8 Please do your part and wear your mask. Need one?	
August 9 When should you wear a mask? © Follow these guidelines.	
It's National #BookLoversDay!	
August 10 Service alert: Effective Aug. 10-21, Orange County Schools will co	onduct
classes virtually.	
If you're going to travel this week, please stay safe and respect other	ers by
following these tips:	•
August 11 Service alert: Starting Saturday, Aug. 15, the LYMMO Orange and	Lime lines
will be detoured due to construction.	
Name that stop!	
August 12 Greetings from one of Orlando's oldest neighborhoods, Mills 50!	
August 13 Free COVID-19 testing in Orange County is available today and to	morrow 9
a.m. to 5 pm.	
Service alert: Effective Sunday, August 16, Link 50 will move from	n Bay C to
Bay D and Link 38 will move from Bay D to Bay C.	
August 14 LYNX wants you to stay safe while riding the bus.	
Response to riders question on whether bus fares are active.	
Service alert: Starting tomorrow, Aug. 15, the LYMMO Orange and	d Lime
lines will be detoured due to construction.	
Service alert reminder: Effective Sunday, August 16, Link 50 will r	move from
Bay C to Bay D and Link 38 will move from Bay D to Bay C.	

August 15	It's #NationalRelaxationDay and these guys have it all figured out.
August 13	Service alert reminder: Effective tomorrow, August 16, Link 50 will move
	. •
A	from Bay C to Bay D and Link 38 will move from Bay D to Bay C.
August 16	Service alert: Effective today, August 16, Link 50 will move from Bay C to
	Bay D and Link 38 will move from Bay D to Bay C.
	The suspension of fare collection remains in effect until further notice.
August 17	Fueling up for the day to get you going.
August 18	Wishing the Orlando Magic good luck as they take on the Milwaukee Bucks in game #1 of the 2020 #NBA #Playoffs. #NBABubble
August 19	A friendly reminder to please do your part and Mask Up. Thank you! #SaferStrongerTogether #DoYourPartOrl
August 20	Check out these photos taken at our old bus terminal back when we were known as Tri-County Transit from 1984-1992.
	Response to question on whether the location in the image is LCS.
August 21	It's Friday! Busa move, Lennox!
August 22	Get outside for some fresh air and enjoy the sunshine while it lasts!
August 22	Response to question on which bus goes to the lighthouse in the picture.
August 23	Sometimes a hug is all you need. Enjoy your Sunday!
August 24	LYNX will host the August 27 Board of Directors and Oversight Committee
	meetings virtually.
August 25	We want to thank our riders for doing their part and wearing a mask when
	riding LYNX.
	Response to riders' comments that our operators should enforce wearing a
	mask.
	Front door boarding and fare collection will resume for all services on
	Tuesday, September 1.
	Response to clarification on the ACCESS LYNX pricing.
	Response to question on whether rider would be able to use their pass from
	March.
	Response to question on whether ID's will be renewed moving forward.
August 26	Fare collection will resume for all services on Sept. 1.
rugust 20	Response to riders' suggestions to increase fare collection notices and adding
	onboard audio.
	Response to question on whether social distancing will be continued now that
	fares will resume.
	Response to rider's appreciation for everything we are doing.
	Response to question if rider can purchase their pass 30 days out.
August 27	The LYNX August 27 Board of Directors and Oversight Committee meetings
August 41	are being held virtually today.
	As a reminder, front door boarding and fare collection on all services will
	resume on Sept. 1.
August 28	All LYNX buses have been refitted with safety shields.
August 40	
	Response to question on whether rider would be able to use their pass from
	April.

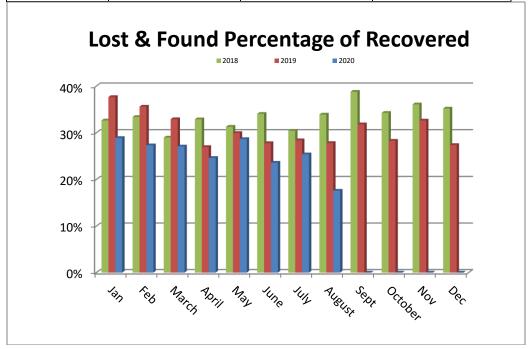
	LYNX will be operating a holiday schedule on Labor Day.		
August 29	When waiting in line at the LYNX Customer Service window, please remember to maintain 6 feet apart from others.		
August 30	As we prepare to resume front door boarding and fare collection (Sept. 1).		
August 31	A reminder that fares resume tomorrow, Sept. 1 for LYNX buses, NeighborLink and ACCESS LYNX.		

SOCIAL MEDIA USAGE	AUGUST 2020	
Facebook Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	30,506	
Facebook Daily Total Impressions: The number of times any content from your Page or about your Page entered a person's screen. This includes posts, stories, check-ins, ads, social information from people who interact with your Page and more. (Total Count)	53,821	
Total Facebook Posts	48	
Facebook Engagement: The sum of reactions, comments and shares received by content associated with your Pages (for the selected timeframe). Includes comments from the author of the post.	2.2k Engagement, 1.6k Reactions, 337 Comments, 259 Shares	
Total Tweets	56	
Twitter Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes.	251 Engagement, 187 Likes, 40 Retweets, 24 Replies	
WEBSITE USAGE		
Total Page Views	311,738	
Total User Visits	43,905	

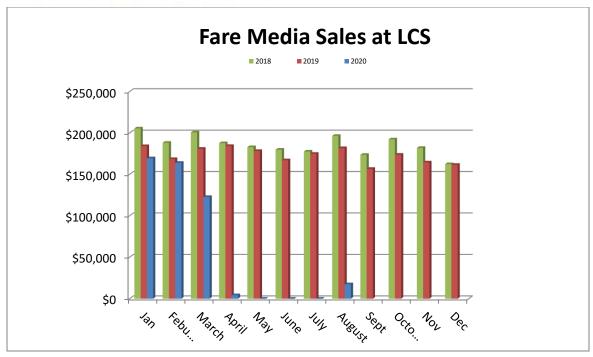
CUSTOMER SERVICE – AUGUST 2020



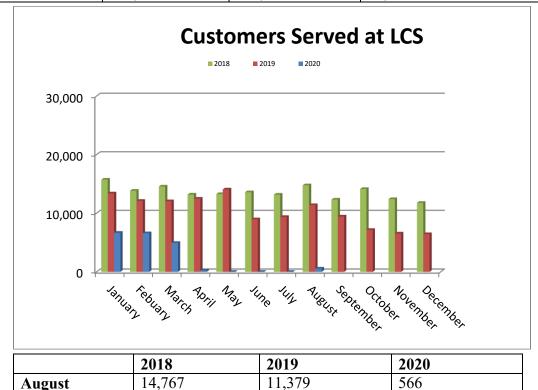
	2018	2019	2020
August	23,062	16,104	8,875



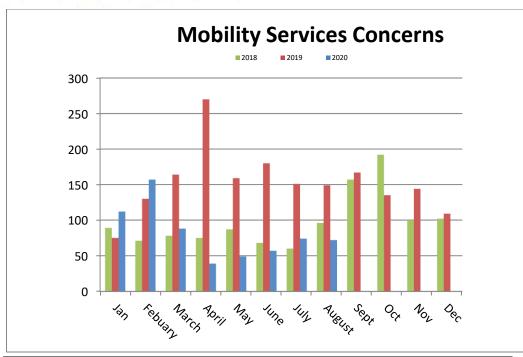
	2018	2019	2020
August	33.90%	27.80%	17.60%



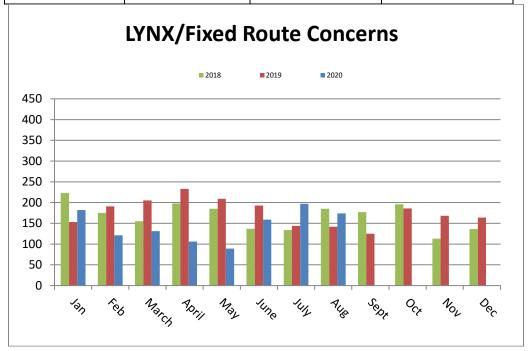
	2018	2019	2020
August	196,441	181,678	17,417



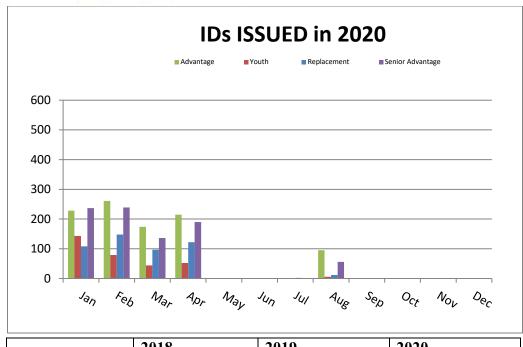
^{**} Customers were serviced without keeping track due to the registers not being opened "No Fare Policy enacted" Registers were opened on 08/21/2020 due to the anticipation of charging fares again on 09/01/2020.



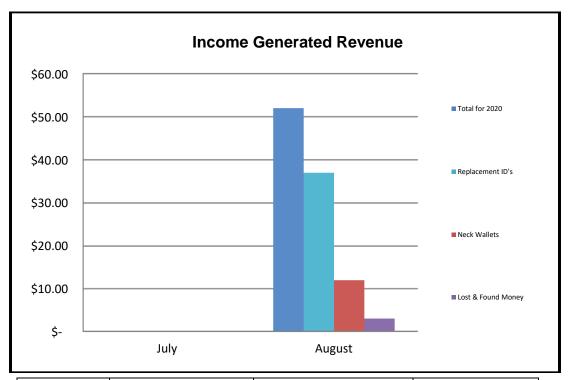
	2018	2019	2020
August	96	149	72



	2018	2019	2020
August	185	142	174



	2018	2019	2020
August	1060	836	169



	ID Replacements	Lost and Found	Item Sales
July	\$0	\$0	\$0
August	\$37	\$3	\$12



COMMUTER VANPOOL PROGRAM

VANPOOL	AUGUST 2020	
Vanpool Participants	689*	
Total Revenue Miles	115,000*	
New Vanpool	0	
Returned Vanpools	22	
Current Vans at Service	148	
Pending Interests	None	
Events	None	

^{*}These are estimates, as data is not available until after the 21st day of following month.

ADVERTISING SALES

ADVERTISING SALES REVENUE	July	AUGUST	FY20 TOTAL
Sales Revenue	\$289,042.35	\$ 363,034.78	\$ 3,717,285.38



Monthly Report B

To: LYNX Board of Directors

From: Norman Hickling

Director Of Mobility Services

Norman Hickling (Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Mobility Service Reports

Date: 9/24/2020

Provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Division Performance measures include number of scheduled and completed trips, new and recertified ADA and TD applications, functional assessments and travel training, organizational improvement initiatives, etc.

Mobility Management Services

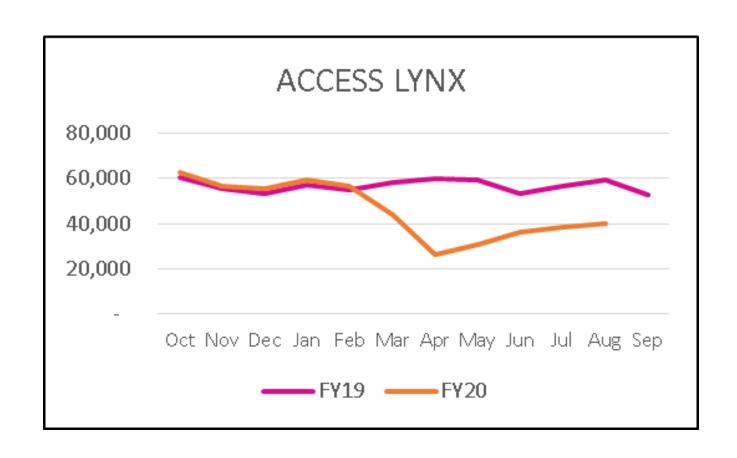
September 24, 2020

TOTAL TRIPS FY 20

Month-to-Month Comparison

	Access LYNX Month to Month - August 2020											
	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	YTD-20
Orange	39,469	35,578	34,880	37,520	35,420	28,065	17,407	20,256	23,365	25,781	26,510	324,251
Seminole	12,909	11,188	10,606	11,767	11,258	8,440	4,606	5,360	6,785	7,156	7,834	97,909
Osceola	10,423	9,747	9,675	10,017	9,805	7,584	4,456	4,974	6,067	5,694	5,713	84,155
SYSTEM TOTAL	62,801	56,513	55,161	59,304	56,483	44,089	26,469	30,590	36,217	38,631	40,057	506,315

Total System - Trips



Total Trips by County

Trip Type Analysis

Access LYNX - Total Trips - Orange								
	Aug-19	Aug-20	% Δ					
Dialysis	10,944	10,528	-3.8%					
Employment	9,171	5,483	-40.2%					
Personal/Recreational	7,276	5,277	-27.5%					
Medical	5,288	3,476	-34.3%					
Shopping	487	909	86.7%					
Education/Daycare	4,053	747	-81.6%					
Functional Assessment	223	67	-70.0%					
COVID-19 Testing	0	23	100.0%					
SYSTEM TOTAL	37,442	26,510	-29.2%					

Total Trips by County Trip Type Analysis

Access LYNX - Total Trips - Seminole							
	Aug-19	Aug-20	% Δ				
Dialysis	2,763	2,600	-5.9%				
Employment	3,966	1,820	-54.1%				
Personal/Recreational	2,289	1,854	-19.0%				
Medical	1,440	973	-32.4%				
Shopping	117	283	141.9%				
Education/Daycare	959	282	-70.6%				
Functional Assessment	75	22	-70.7%				
COVID-19 Testing	0	0	0.0%				
SYSTEM TOTAL	11,609	7,834	-32.5%				

Total Trips by County

Trip Type Analysis

Access LYNX - Total Trips - Osceola							
	Aug-19	Aug-20	% Δ				
Dialysis	2,743	2,359	-14.0%				
Employment	3,639	1,174	-67.7%				
Personal/Recreational	1,659	1,099	-33.8%				
Medical	1,256	766	-39.0%				
Shopping	63	192	204.8%				
Education/Daycare	573	100	-82.5%				
Functional Assessment	58	18	-69.0%				
COVID-19 Testing	0	5	100.0%				
SYSTEM TOTAL	9,991	5,713	-42.8%				

Trips by Funding Source

Access LYNX - Total Trips by Funding Source						
	Aug-19	Aug-20	% Δ			
ADA	41,298	24,368	-41.0%			
TD	17,298	15,456	-10.6%			
FA/TTD	357	107	-70.0%			
OCHS	89	48	-46.1%			
COVID-19	0	78	100.0%			
SYSTEM TOTAL	59,042	40,057	-32.2%			

Access LYNX - Total Trips by Funding Source							
	Jul-20	Aug-20	% Δ				
ADA	22,359	24,368	9.0%				
TD	16,121	15,456	-4.1%				
FA/TTD	86	107	24.4%				
OCHS	40	48	20.0%				
COVID-19	25	78	212.0%				
SYSTEM TOTAL	38,631	40,057	3.7%				

Trips Performed Provider Analysis

Access LYNX - Total Trips by Provider							
	Aug-19	Aug-20	% Δ				
MV/Star	37,641	37,691	0.1%				
Mears	12,959	2,366	-81.7%				
OWL	7,758	0	-100.0%				
UZURV	684	0	-100.0%				
SYSTEM TOTAL	59,042	40,057	-32.2%				

Access LYNX - Total Trips by Provider							
	Jul-20	Aug-20	% Δ				
MV/Star	37,697	37,691	0.0%				
Mears	934	2,366	153.3%				
SYSTEM TOTAL	38,631	40,057	3.7%				

Clients Served

Year to Year Comparison

Month-to-Month Comparison

Access LYNX - Clients Served							
	Aug-19	Aug-20	% ∆				
Clients Served	4,386	2,825	-35.6%				
SYSTEM TOTAL	4,386	2,825	-35.6%				

Access LYNX - Clients Served						
	Jul-20	Aug-20	% Δ			
Clients Served	2,768	2,825	2.1%			
SYSTEM TOTAL	2,768	2,825	2.1%			

Call Center Performance Speed of Answer

Access LYNX - Call Center								
Aug-19 Aug-20 %								
Average Speed of Answer	5m 0s	1m 18s	-284.6%					
Average Talk Time	2m 31s	3m 16s	23.0%					
Abandoned Calls	17108	2,678	-538.8%					
Handled Calls	55684	43,945	-26.7%					
Percent Calls Handled	76%	94%						
Total Calls	72,792	46,623	-56.1%					

Eligibility Processing Status

	Access LYNX - Eligibility Applications										
Program	October	November	December	January	February	March	April	May	June	July	August
ADA - New	241	232	388	247	222	301	179	68	89	63	67
TD - New	71	67	74	95	92	90	60	49	52	78	55
Sub - Total	312	299	462	342	314	391	239	117	141	141	122
ADA- Recert	323	279	428	317	296	327	217	151	193	157	114
TD-Recert	69	49	68	73	71	52	55	43	45	51	31
Sub- Total	392	328	496	390	367	379	272	194	238	208	145
TOTAL New and Recert:	704	627	958	732	681	770	511	311	379	349	267
Other	101	17	90	8	70	49	29	12	10	41	46
Total Denied	143	132	140	61	73	121	73	22	31	55	17
SYSTEM TOTAL	847	759	1,098	307 of 316 793	754	891	584	333	410	404	284



Monthly Report C

To: LYNX Board of Directors

From: Leonard Antmann

Director Of Finance
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Monthly Financial Report - July 2020

Date: 9/24/2020

Please find attached the preliminary monthly financial report for the ninth month ending July 31, 2020.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX ORGANIZATION WIDE

STATEMENTS OF REVENUES AND EXPENSES For the Ten Months Ending July 31, 2020 (UNAUDITED)

	-	Current YTD Budget	YTD Actual	% Actual compared to Budget
REVENUES				
Customer fares	\$	19,961,928 \$	11,139,739	56%
Contract services		6,034,261	5,851,842	97%
Advertising		3,808,332	2,911,713	76%
Interest & Other income		1,193,336	755,990	63%
Federal Revenue		15,810,334	7,301,284	46%
CARES Federal Revenue		0	43,739,000	0%
State Revenue		11,129,027	11,156,801	100%
Local Revenue		7,261,136	6,959,581	96%
Local Revenue Funding Partner		59,518,418	59,518,436	100%
TOTAL REVENUE	\$	124,716,771 \$	149,334,385	120%
EXPENSE Salaries, Wages & Fringe Benefits Other services	\$	68,220,162 \$ 8,920,827	66,979,947 5,672,315	98% 64%
Fuel		9,967,102	8,292,290	83%
Materials and supplies		6,472,266	6,349,174	98%
Utilities		1,311,835	1,050,142	80%
Casualty & Liability		2,278,814	2,223,431	98%
Taxes and licenses		496,640	442,527	89%
Purchased transportation services		25,462,933	22,276,101	87%
Leases & Miscellaneous		1,321,278	876,559	66%
Interest Expense		28,960	28,440	98%
TOTAL EXPENSE	\$	124,480,817 \$	114,190,925	92%
OPERATING GAIN/(LOSS)	\$	235,955 \$	35,143,460	14894%



Monthly Report D

To: LYNX Board of Directors

From: Tomika Monterville

Director Of Plan And Development

Tomika Monterville (Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Planning and Development Report – September 2020

Date: 9/24/2020

STRATEGIC PLANNING, SERVICE PLANNING AND GIS:

Strategic Planning:

- The Strategic Planning team received proposals for the ITS/GIS Strategic Plan updates. The Source Evaluation Committee public meeting was held August 20th. Staff has brought a recommendation to award to the September Board of Directors meeting.
- Staff completed the FY 2021 Annual Update for the Transit Development Plan (TDP) and with the consent from the LYNX Board of Directors, submitted the document to the Florida Department of Transportation on August 28, 2020.
- Staff continue to work with their counterparts in Osceola and Seminole counties to develop and refine recommendations for their respective future, long-range transit plans. These meetings were held in coordination with MetroPlan Orlando to support their efforts related to the 2045 Metropolitan Transportation Plan (MTP).
- Various members of the Planning and Development Department have participated in American Public Transportation Association (APTA) and Design-Build Institute of America (DBIA) online conferences and trainings to learn how others agencies are responding to COVID-19 and how they anticipate their business strategies changing in the future.

Service Planning:

- Service Planning team is working on proposals for the December 2020 service change to take effect on December 13.
- Staff is continuing to access safety with bus movements at SunRail Stations. Assessments
 have been completed at Sand Lake Station, Altamonte Springs Station, and Meadow
 Woods Station.



Monthly Report E

To: LYNX Board of Directors

From: Tomika Monterville

Director Of Plan And Development

Bruce Detweiler (Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report - July 2020

Date: 9/24/2020

The attached monthly Performance Report includes June Year-To-Date figures for ridership and other performance indicators. Total ridership for July 2020 was 15,459,290. This is a 24.3% decrease from July 2019. On-Time Performance for Fiscal Year-To-Date 2020 is 75.7%.

- LYNX overall ridership decreased by 703K, or 36.2%, compared to July 2019. Year-to-date ridership for FY-20 (15,459,290) decreased 24.3% compared to FY-19 (20,428,648)
- LYMMO ridership decreased by 51K, or 56.7%, compared to July 2019. Year-to-date ridership for FY-20 (487,967) decreased 44.2% compared to FY-19 (875,170).
- Fixed Route ridership decreased by 604K, or 34.7%, compared to July 2019. Year-to-date ridership for FY-20 (14,069,842) decreased by 23.6% compared to FY-19 (18,423,787).
- NeighborLink ridership decreased by 4K or 37.1% compared to July 2019. Year-to-date ridership for FY-20 (83,229) decreased 30.2% compared to FY-19 (119,256).
- ACCESS LYNX ridership decreased by 20K, or 31.6%, compared to July 2019. Year-to-date ridership for FY-20 (512,414) decreased by 18.1% compared to FY-19 (625,844).
- Vanpool ridership decreased by 24K, or 59.1%, compared to July 2019. Year-to-date ridership for FY-20 (278,623) decreased by 22.3% compared to FY-19 (358,697)
- There were no special events in July 2020. Year-to-date ridership for FY-20 (27,215) increased by 5.1% compared to FY-19 (25,894).



RIDERSHIP

	Total Ridership by Mode									
	Jul-19	Jul-20	% Δ	YTD-19	YTD-20	% Δ				
LYMMO	90,944	39,379	-56.7%	875,170	487,967	-44.2%				
Fixed Route	1,740,907	1,136,808	-34.7%	18,423,787	14,069,842	-23.6%				
NeighborLink	11,028	6,940	-37.1%	119,256	83,229	-30.2%				
ACCESS LYNX	62,835	42,991	-31.6%	625,844	512,414	-18.1%				
Vanpool	41,290	16,902	-59.1%	358,697	278,623	-22.3%				
Special Events	0	0	0.0%	25,894	27,215	5.1%				
SYSTEM TOTAL	1,947,004	1,243,020	-36.2%	20,428,648	15,459,290	-24.3%				

July 2019:	22 Weekdays	4 Saturdays	5 Sundays	
July 2020:	23 Weekdays	3 Saturdays	5 Sundays	

Average Daily Ridership by Mode										
Mode		Weekday			<u>Saturday</u>			<u>Sunday</u>		
IVIOGE	Jul-19	Jul-20	% Δ	Jul-19	Jul-20	% Δ	Jul-19	Jul-20	% Δ	
LYMMO	3,505	1,418	-59.5%	1,472	858	-41.7%	1,590	837	-47.4%	
Fixed Route	63,774	40,875	-35.9%	45,787	30,210	-34.0%	30,948	21,212	-31.5%	
NeighborLink	447	286	-36.0%	298	161	-46.0%	-	-	1	
ACCESS LYNX	2,451	1,692	-31.0%	1,315	969	-26.3%	732	377	-48.5%	
Vanpool	1,485	684	-53.9%	287	179	-37.6%	230	111	-51.7%	
SYSTEM TOTAL	71.662	44.955	-37.3%	-						

LYNX ridership decreased by 703K, or 36.2%, compared to July 2019. System-wide average weekday riders decreased by 37.3% year-to-date.

LYMMO ridership decreased by about 51K, or 56.7%, compared to July 2019. Average weekday ridership for LYMMO was down 59.5% in July 2020. Ridership decrease is attributed to the closure of the Orlando Union Rescue Mission, 410 W Central Blvd., and to the COVID-19 pandemic.

Fixed Route ridership decreased by 604K, or 34.7%, compared to July 2019. Average daily ridership decreased by 35.9% compared to the same time period last year. LYNX ceased operation of Links 416 & 427 due to Polk County ending the contracted service with LYNX on September 30, 2019. The COVID-19 pandemic is also responsible for decreases in ridership.

NeighborLink ridership decreased by about 4K, or 37.1%, compared to July 2019. This is primarily due to LYNX ceasing operation of NeighborLink 603 due to Polk County ending the contracted service with LYNX on September 30, 2019, and to the COVID-19 pandemic.

ACCESS LYNX ridership decreased by 20K, or 31.6% when compared to July 2019. COVID-19 is responsible for a decrease in ridership.

Vanpool ridership decreased by 24K, or 59.1%, compared to July 2019. COVID-19 is responsible for the decrease in ridership as commuters are now working at home.

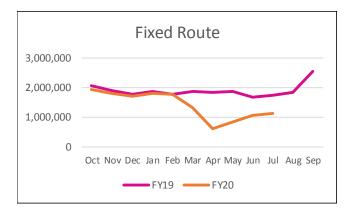
^{*}According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.79/gallon in July 2019 and \$2.26/gallon in July 2020. Historically, low gas prices can result in lower public transit ridership.



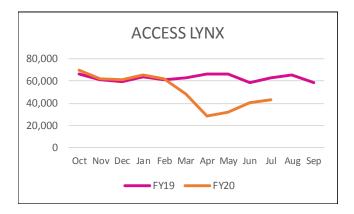
MONTHLY RIDERSHIP TRENDS BY MODE



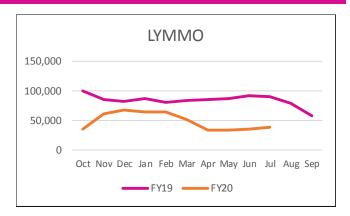
LYNX ridership decreased by 36.2% compared to the same time last year. Average weekday riders decreased by 37.3%.



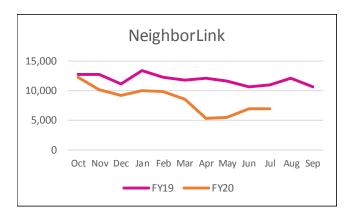
Fixed route ridership decreased 34.7% compared to July 2019. Average weekday riders decreased by 35.9%.



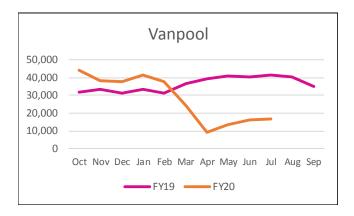
ACCESS LYNX saw a 31.6% decrease over last year. Average daily riders decreased by 31.0%.



LYMMO ridership decreased by 56.7% compared to the same time last year. Average weekday riders decreased by 59.5%.



NeighborLink ridership decreased 37.1% compared to July 2019. Average daily riders decreased by 36.0%.



Vanpool ridership decreased 59.1% compared to July 2019. Average daily riders decreased by 53.9%.



FY20 Monthly Modal Performance Data Sheet - July 2020

	FY20 Monthly Modal Performance Data Sheet - July 2020										
Mont	Ridership	Passen Bers.	On-Time Pers	Fareb	National Transit	Complex Condition	Total Trips Sct.	Percent	1,980 of 50/6	Preventative W.	Complete Composition (Complete Complete
		,	,		ИМО			,	,		
Oct	34,943	4	88%		0	0.10	9,489	99%	16	100%	
Nov	62,195	7	84%		0	0.08	8,790	99%	16	95%	
Dec	68,300	8	85%		0	0.11	9,131	99%	16	74%	
Jan	63,936	7	86%	ь	1	0.11	9,131	99%	16	90%	
Feb	64,331	8	90%	cabl	1	0.08	8,618	99%	16	81%	
Mar	51,659	6	88%	Not Applicable	0	0.14	9,310	95%	16	98%	
Apr	33,374	4	82%	t Ap	0	0.28	9,138	100%	16	100%	
May	33,983	4	79%	No	0	0.25	8,962	97%	16	100%	
Jun	35,867	4	84%		0	0.22	9,138	95%	16	86%	
Jul	39,379	4	85%		0	0.07	9,479	98%	16	100%	
Aug											
Sep											
YTD	487,967	5	84.9%		2	0.14	91,186	98%	16	92%	
			F	ixec	l Route)					
Oct	1,946,029	21	73%	21%	6	0.10	92,512	99%	283	100%	
Nov	1,797,955	21	71%	22%	10	0.08	86,940	99%	286	95%	
Dec	1,726,627	20	72%	17%	6	0.11	89,200	99%	286	74%	
Jan	1,819,620	21	75%	18%	9	0.11	88,212	99%	275	90%	
Feb	1,774,227	21	74%	24%	3	0.08	84,356	99%	279	81%	
Mar	1,337,777	15	76%	13%	4	0.14	89,824	98%	273	98%	
Apr	627,391	7	77%	0.3%	0	0.28	88,200	99%	280	100%	
May	850,593	10		0.4%		0.25	84,976	97%		100%	
Jun	1,052,815	12		0.4%		0.22	88,200	97%		86%	
Jul	1,136,808	12	80%	-1%	4	0.07	95,294	98%	281	100%	
Aug											
Sep											
YTD	14,069,842	16	75.7%	11%	49	0.14	887,714	98%	281	92%	



FY20 Monthly Modal Performance Data Sheet - July 2020

	F120 WIO	TICITY IVIO	Jai FEI IOII	Halic	F120 Monthly Modal Performance Data Sheet - July 2020									
/;	Rioleship	On. Time Poss	Collected F.	200	Complaint.	Liet A. John John John John John John John John	Villability old Francisco							
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		N	leighbo	rLinl	<									
Oct	12,176	100%	100%	0	19.4	83%	99%							
Nov	10,104	100%	100%	0	12.7	78%	99%							
Dec	9,130	100%	100%	0	4.9	85%	99%							
Jan	10,007	100%	100%	0	9.4	80%	100%							
Feb	9,872	100%	100%	0	3.2	75%	100%							
Mar	8,602	100%	100%	0	0.0	81%	100%							
Apr	5,270	100%	N/A	0	3.9	77%	100%							
May	5,538	100%	N/A	0	2.0	71%	100%							
Jun	7,000	100%	N/A	0	9.4	70%	100%							
Jul	6,940	100%	N/A	0	1.8	78%	100%							
Aug														
Sep														
YTD	84,639	100%	100%	0	6.7	78%	100%							
		А	CCESS I	\YN	〈									
Oct	69,416	92.01%	99.85%	1	2.4	94%	99%							
Nov	61,037	90.40%	99.91%	2	3.4	93%	99%							
Dec	60,883	90.47%	99.73%	0	2.8	92%	99%							
Jan	65,166	90.11%	99.59%	1	3.1	93%	100%							
Feb	62,052	88.42%	99.68%	0	2.8	94%	100%							
Mar	48,247	93.16%	99.55%	1	2.9	91%	100%							
Apr	28,573	96.98%	N/A	0	1.5	91%	100%							
May	32,274	95.19%	N/A	0	1.5	92%	100%							
Jun	40,494	94.47%	N/A	0	1.4	90%	100%							
Jul	42,991	94.53%	N/A	0	2.4	92%	99%							
Aug														
Sep														
YTD	511,133	92.57%	99.72%	5	2.4	92%	100%							

Definitions of Metrics Used on the Monthly Performance Data Sheets

Ridership – The number of trips taken by people using a public transportation system in a given time period.

Passengers per Trip – The average number of passengers who ride on a revenue trip.

On-Time Performance – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

Farebox Recovery – The percent of a trip's operating costs recovered through passenger fares.

National Transit Database (NTD) Reportable Accidents – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

Complaints per 100,000 Miles – Total number of complaints received based off of every 100,000 vehicle miles.

Total Trips Scheduled – Number of vehicle revenue trips scheduled to operate for the month.

Percentage of Scheduled Trips Operated – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

Fleet Availability – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

Preventative Maintenance Completed On Time – Percentage of the total number of scheduled preventive maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.