Meeting Date: 9/24/2020 Meeting Time: 10:30 AM Central Florida Regional Transportation Authority 455 N. Garland Ave. 2nd Floor Open Space Orlando, FL 32801

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

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

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

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

#### 1. Call to Order

#### 2. Approval of Committee Minutes

Oversight Committee Minutes 8.27.20

#### 3. Public Comments

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

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

5. Finance & Audit Committee Report

#### 6. Consent Agenda

- A. Request for Proposal (RFP)
  - i.

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the Florida Mall Transfer Center Authorization to Release a Request for Proposal (RFP) for Transit Planning Software-As-A- Pg 12 Service

Authorization to Release a Request for Proposal (RFP) for Construction Improvements to

#### B. Award Contracts

- i. authorization to Award and Negotiate a Contract to Data Transfer Solutions (DTS), LLC
   Pg 14
   ii. Authorization to Award and Negotiate Contract #20-C74 to Aramark Uniform & Career Apparel, LLC, to Provide LYNX With Uniform Rental and Laundering Services
   iii. Authorization to Award and Negotiate a Contract to ADAride.com, LLC for Functional Pg 18 Assessment Travel Training Services
- iv. Authorization to Award and Negotiate a Contract to Mansfield Oil Co. Gainesville, Inc. for Pg 20 Fuel Delivery of 87 Octane Unleaded Gasoline through the End of FY2021

Pg 4

Pg 10

	V.		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 22
	vi.		Authorization to Award and Negotiate a Contract to Colonial Oil Industries, Inc. for Fuel Delivery of Biodiesel through the End of FY2021	Pg 24
	vii.		Authorization to Award and Negotiate Contract #20-C80 for Auditing Services to MSL, PA	Pg <b>26</b>
C.	Extens	ion of	Contracts	
	i.		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	Pg <b>29</b>
D.	Miscell	aneou	S	
	i.		Authorization to Approve Insurance Renewal	Pg 31
	ii.		Authorization to Reject A Worker's Compensation Settlement Agreement Proposal and Approve Alternative Settlement Proposal Pursuant to Administrative Rule 6	Pg 33
	iii.		Authorization to Auction Surplus Capital Items and Obsolete Parts	Pg 35
	iv.		Authorization to Dispose of Items Accumulated Through the Lost and Found Process	Pg 38
	v.	-Atta	Authorization to Execute MetroPlan Orlando's FY2020-2021 Unified Planning Work Program (UPWP) Pass-Thru Funding Agreement achments	Pg 41
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	vi.		Authorization to Execute Transportation Disadvantaged Coordination Contract between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2021	Pg <b>60</b>
	vii.		Authorization to Initiate Public Outreach Process for Fiscal Year 2021 Proposed Service Changes	Pg <b>62</b>

#### 7. Action Items

A. Authorization to Enter into the FY2021 Service Funding Agreements with the Regional Funding Pg 64 Partners

-Attachments

B. Authorization to Enter into the FY2021 Service Funding Agreements with the Municipal Funding Pg 151 Partners

-Attachments

- C. Authorization to Execute FY2021 Bus Service Agreements Pg 214
  -Attachments
- 8. Other Business
- 9. Adjourned

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

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

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

- PLACE: LYNX Central Station 455 N. Garland Avenue Virtual and 2<sup>nd</sup> Floor, Board Room Orlando, FL 32801
- DATE: August 27, 2020

TIME: 10:30 a.m.

#### Members in Attendance:

Viviana Janer, Chair, Osceola County Lee Constantine, Seminole County Tanya Wilder, City of Orlando Jo Santiago, FDOT Renzo Nastasi, Orange County

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

James E. Harrison, Chief Executive Officer Tiffany Homler-Hawkins, Chief Administrative Officer William Slot, Chief Innovation and Sustainability Officer Leonard Antmann, Director of Finance

#### 1. Call to Order

Chair Janer called the meeting to order at 10:30 a.m.

Chair Janer read a statement that allows for this meeting to be held virtually pursuant to 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 Oversight Committee 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.

#### 2. Approval of Minutes

A motion to approve the July 23, 2020 Oversight Committee meeting minutes was made by Renzo Nastasi and seconded by Tanya Wilder. Motion carried unanimously.

#### 3. Public Comments

No one requested to address the committee.

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

Jim Harrison, Chief Executive Officer stated that LYNX staff completed the installation of the driver protection shields. The temporary sneeze guards that had been installed were donated to Escambia County and Citrus Connection in Lakeland.

Due to the leadership of this committee, we have completed the installation of the automated passenger counters and new fareboxes. These items 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.

#### 5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Committee Chair reported that the Finance and Audit Committee met on Thursday, August 20, 2020. She gave an overview of the Finance & Audit Committee agenda.

She stated that LYNX has received \$36 million of the CARES funding.

There was a presentation on the third quarter recap, which included a discussion on utilization of the CARES funds.

The Finance & Audit committee suggested two changes to the Reserve policy that was presented. The changes have been made and are included on the draft for the Oversight Committee.

#### 6. Committee Consent Agenda Items

Chair Janer 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 the approval of the Consent agenda in full.

Jo Santiago stated that she has a conflict with item number 6.D.ii. and will have to abstain from voting on this item.

#### 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 Janer asked for a motion on Consent Agenda items 6.A.i through 6.D.iv. excluding item 6.D.ii.

Commissioner Constantine made a motion to approve Consent Agenda items 6.A.i through 6.D.iv. with the exception of 6.D.ii. Seconded by Tanya Wilder. Motion passed unanimously.

Chair Janer asked for a motion on Consent Agenda item 6.D.ii.

Motion to approve item 6.D.ii. was made by Renzo Nastasi, second by Commissioner Constantine. Motion passed with Jo Santiago abstaining.

#### 7. Discussion Items

A. Update on Pine Hills Transfer Center

This item was moved to the end of the agenda.

B. Review of the FY2020 3<sup>rd</sup> Quarter Operating Results

Chair Janer recognized Leonard Antmann, Director of Finance, to make the presentation. Mr. Antmann stated that customer fare revenue was at zero. This revenue is usually \$2 million per month.

Contract services were slightly below budget. This was due to no shuttle service, less trips provided and Econ River High School was closed for COVID.

Advertising revenue has been limited, and interest income has been less than budget. Federal revenue was below budget due to projects not being completed. State and local revenues were very close to budget.

Wages and benefits had a savings due to no overtime with the reduced service schedule. This also had a favorable effect on fuel consumption. Purchased transportation also had a favorable effect due to lower ridership. The rest of the expenses were in line with the budget.

#### 8. Action Items

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

Mr. Antmann continued with this presentation. Local funding partner rates will remain the same as FY2020 levels. We will be maximizing the CARES Act funding and creating a Budget Stabilization Fund.

The majority of the expenses stayed the same as FY2020. However, other services has increased due to cleaning and sanitizing our vehicles and facilities, and also an increase in materials and supplies for PPE and cleaning supplies.

Motion for 8.A. Approval to Present the FY2021 Proposed Operating Budget to the LYNX Board of Directors for Approval was made by Tanya Wilder, second by Renzo Nastasi. Motion passed unanimously.

Mr. Harrison stated that this is a conservative budget. Expenses will increase and revenues will be down due to COVID.

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

Mr. Antmann continued with this item. This budget focuses on fleet replacement and passenger amenities. We had ordered buses in FY2020, but the vehicles have been delayed until FY2021. This is why the total budget amount is more, because of the rollover of the funds. These buses will replace older vehicles in the fleet. We received a grant for the LYMMO line for electric buses. These will be ordered in FY2021.

There is money in the budget for a Southern Operations site. We will try to locate a suitable site this year. The LOC and LCS buildings need improvements to chillers, generators, windows and roofing.

The Pine Hills Superstop is being renovated and will be completed in FY2022. There will be renovations to the Florida Mall Superstop and the Rosemont Superstop.

Commissioner Janer asked about the funding for the bus disinfecting system. Mr. Antmann stated that this will be funded through an application with FEMA because this would be specifically associated with COVID-19. CARES Act funding is not as specific.

Motion for 8.B. Approval to Present the FY2021 Proposed Capital Budget to the LYNX Board of Directors for Approval was made by Renzo Nastasi, second by Tanya Wilder. Motion passed unanimously.

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

Mr. Antmann continued with this item. This would be an update to the Reserve policy. The contingency may be used for unexpected increases in expenses, due to impacts to the region. Any funds above the reserve policy would go into this fund. All changes would need to be approved through the Finance & Audit Committee, the Oversight Committee and the Board of Directors.

Motion for 8.C. Recommendation to Adopt Changes to the Existing LYNX Reserve Policy to Establish a Budget Stabilization Fund was made by Renzo Nastasi, second by Tanya Wilder. Motion passed unanimously.

Mr. Harrison stated that this fund is fully transparent and accountable to the Finance Committee, the Oversight Committee and the Board of Directors. The Board of Directors will have this item on their next agenda.

#### 7. Discussion Items

C. Update on Pine Hills Transfer Center

Commissioner Janer recognized Jeff Reine, Senior Project Manager, to make the presentation. He stated that the final design is currently in process. There was input from our funding partners and the Pine Hills community, including Evan High School students.

There will be eight bus bays, bicycle racks and trash receptacles. There will also be a community event space and a drop off area for ride share vehicles and ACCESSLYNX.

Our goal is to start construction in April 2021 and take approximately fourteen months.

#### 9. Other Business

No other business was discussed.

#### 10. Adjourned

Meeting adjourned at 11:36 a.m.

#### **Certification of Minutes:**

I certify that the foregoing minutes of the August 27, 2020 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

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Assistant

Consent Agenda Item #6.A. i

То:	LYNX Oversight Committee
From:	Leonard Antmann Director Of Finance Leonard Antmann (Technical Contact) 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 Oversight Committee
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

То:	LYNX Oversight Committee
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 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

То:	LYNX Oversight Committee
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 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

То:	LYNX Oversight Committee
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

То:	LYNX Oversight Committee
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 for fuel delivery of 87 Octane Unleaded Gasoline 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	Рарсо
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

То:	LYNX Oversight Committee
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 L	ow Sulfur Diesel	Pu	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 Oversight Committee
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		BS	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 Oversight Committee
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

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, 5<sup>th</sup> 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 21<sup>st</sup>, 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.

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

The initial scoring and ordinal ranking occurred as follow:

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

То:	LYNX Oversight Committee
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

То:	LYNX Oversight Committee
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

То:	LYNX Oversight Committee
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

То:	LYNX Oversight Committee
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**

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

То:	LYNX Oversight Committee
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
Тоу	23
Umbrella	213
Watch	35
Total	4533

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

## **Items to Discard or Recycle**

## **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

То:	LYNX Oversight Committee
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 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:

- 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 <u>One Million Three Hundred Fifty-Three Thousand Five Hundred</u> <u>Twenty-Nine Dollars and Ninety-Five Cents (\$1,353,529.95)</u>. 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. <u>Audit and Inspection</u>

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. <u>Supplemental Agreements</u>

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. <u>Restrictions, Prohibitions, Controls, and Labor Provisions</u>
  - (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) <u>Non-Discrimination</u>. 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:
  - a. 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) <u>Exhibit B.</u> 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.

#### 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. <u>Prohibited Interests</u>.

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. <u>The Project Budget</u>. 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. <u>Accounting Records</u>.
  - 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. <u>Requisitions and Payments</u>.

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) <u>Concurrence by METROPLAN ORLANDO</u>. 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. <u>Termination or Suspension</u>
  - 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 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. <u>Remission of Project Account upon Completion of Project</u>. 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. <u>Reports. Maps and Other Documents</u>. 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

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. Term and Termination. 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

Ву:\_\_\_\_\_ James E. Harrison, Chief Executive Officer

Date:

Date:

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

Desuired Astivities 9 Descharts	Milesters / Taurat Data
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	FY 2020/ 21-FY 2021/22
Plans (Supports Orange, Osceola, Seminole Counties and the City of	(Ongoing)
Orlando) to include but not be limited to:	
1.) Transit Needs Assessments	
2.) Transit Oriented and Affordable Housing Transit Studies	
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 Security and Safety Plan Updates that include new Public Transportation Agency Safety Plan with Target Setting for annual Performance Monitoring.	Milestone / Target Date 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	( Plan	ning /	Activ	ities												
							Estim	ate	d Budge	et Deta	il for F	Y 202	21												
	Buddet Ostadary (Description		F	FTA 5	5305(d) - X015			FTA 5305(d) - X014						FTA 5305(d) - X013							sportation	L	YNX		atal
	Budget Category/Description	F	ederal	eral State Match		Loc	Local Match		ederal	State Match		Local Match		Federal		State Match		Local Match		Disadvantage		5307/5309		Total	
A. Persor	inel Services																								
	MPO staff salaries, fringe benefits, and other																								
	deductions																							\$	
	Subtotal:	\$	-	\$		\$	•	**	-	\$	•	\$	-	\$	-	47	-	49	-	\$	-	\$	-	\$	•
B. Consul	itant Services/Pass Thru																								
	Contract/Consultant Services																							\$	
	Pass Thru	\$	720,000	\$	90,000	\$	90,000	\$	78,923	\$	9,865	\$	9,865	\$ 227	,902	\$	28,488	\$	28,488	\$	70,000	\$ 1	,750,000	\$ 3	,103,53
	Subtotal:	\$7	720,000	\$	90,000	\$	90,000	\$	78,923	\$	9,865	\$	9,865	\$ 227,	902	\$	28,488	\$	28,488	\$	70,000	\$1,7	50,000	\$3,1	.03,531
C. Travel																									
	Travel Expenses																							\$	-
	Subtotal:	\$		\$		\$	•	\$		\$	•	\$	-	\$	-	\$	•	\$	-	\$	-	\$	-	\$	•
). Indire	ct Expenses																								
	Actual indirect expenses allocated based on salary,																								
	leave and finge costs - See Appendix B - Cost																								
	Allocation Plan for more details																							\$	
	Subtotal:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	•
	Total:	\$7	720,000	\$	90,000	\$	90,000	\$	78,923	\$	9,865	\$	9,865	\$ 227.	902	\$	28,488	\$	28,488	\$	70,000	\$1,7	50,000	\$3,1	03,531

							Task 3	50	- LYN)	K Pla	nning A	Activ	/ities											
							Estim	ate	d Budg	et De	tail for F	Y 20	)22											
	Budget Category/Description			5305(d) - X		FTA 5305(d) - X015								FTA 530	05(d) - 1	(014		Tran	sportation	LYNX	Total			
			Federal		State Match		Local Match		ederal	State Match		Local Match		Federal		State Match Local Match		Disadvantageo		5307/5309	TOLAT	Total		
A. Persor	nnel Services																							
	MPO staff salaries, fringe benefits, and other																							
	deductions																						\$	
	Subtotal	\$	-	\$		\$	-	\$	-	\$		\$		\$	-	\$	-	\$	-	\$		\$.	\$	-
B. Consu	Itant Services/Pass Thru																							
	Contract/Consultant Services																						\$	
	Pass Thru	\$	576,000	\$	72,000	\$	72,000	\$	88,000	\$	11,000	\$	11,000	49		\$	-	\$	-	\$	70,000	\$ 1,750,000	\$ 2,650	,00
	Subtotal	: \$5	576,000	\$	72,000	\$	72,000	\$	88,000	\$	11,000	\$	11,000	\$		\$	-	\$	-	\$	70,000	\$1,750,000	\$ 2,650,	000
C. Travel																								
	Travel Expenses																						\$	
	Subtotal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$-	\$	-
D. Indire	ct Expenses																							
	Actual indirect expenses allocated based on salary,																							
	leave and finge costs - See Appendix B - Cost	1																						
	Allocation Plan for more details	1																					\$	-
	Subtotal	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-
	Total	\$5	576,000	\$	72,000	\$	72,000	\$	88,000	\$	11,000	\$	11,000	\$	-	\$	-	\$	-	\$	70,000	\$1,750,000	\$2,650,	000

## 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

			Estimated Work/Cash Reimbursement													
Element	Element Description		F	TA X013-00	F	TA X014-00	ŀ	TA 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				

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 Quality 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.
- 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

**Matching:** 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 Oversight Committee
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:**

Pachot Group Home
Primrose Center, Inc.
Life Concepts, Inc Quest Inc.
Renewed Hope Group Home
Seniors First Inc.
The Opportunity Center, Inc.
Trinity Home Care

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 Oversight Committee
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.

Action Agenda Item #7.A.

To: LYNX Oversight Committee

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:**

FY2	LYNX 021 Local Funding	g Partners		
	FY2021 Funding Model	Additional Capital	FY2021 Funding Agreement	
<b>Operating Funding</b>				
Orange County	\$ 53,758,012		\$	53,758,012
Osceola County	9,196,097	-		9,196,097
Seminole County	8,468,010			8,468,010
Subtotal	\$ 71,422,119	\$ -	\$	71,422,119
City of Orlando*	\$ 4,003,006	\$ 850,000	\$	4,853,000
City of Orlando - LYMMO	2,422,984	-		2,422,984
FDOT (SunRail Feeder Route)	1,800,000	-		1,800,000
Reedy Creek	370,325	-		370,325
Altamonte Springs	120,900	-		120,900
City of Sanford	93,000	-		93,000
Subtotal	\$ 8,810,215	\$ -	\$	2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$	81,082,334
<b>Capital Contributions</b>				
Orange County	\$ 1,806,724	\$ -		1,806,724
Osceola County	253,172	-		253,172
Seminole County	218,352			218,352
Subtotal	\$ 2,278,248	\$ -	\$	2,278,248
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 ("<u>Agreement</u>") is made and entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the "<u>Funding Partner</u>"), and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter "<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 "<u>Prior Fiscal Year Funding</u> <u>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.

"<u>ADA</u>" means the Americans with Disabilities Act of 1990.

"<u>Agreement</u>" means this Service Funding Agreement and its Exhibits and Addenda.

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

"<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.

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

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

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

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

"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 fixedroutes on a discretionary basis.

"FDOT" means the Florida Department of Transportation.

"<u>FTA</u>" means the Federal Transit Association.

"<u>New Appropriated Amount</u>" 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.

"<u>Next Fiscal Year</u>" 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.

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

"<u>Passenger Trips</u>" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"<u>Public Transportation</u>" 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.

"<u>Revenue Hours</u>" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"<u>Revenue Miles</u>" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

"<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) <u>Current Fiscal Year</u>.

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

(i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

- (A) Subsidy per Passenger Trip
- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX's funding partners;

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

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

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

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

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

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

5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions

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

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

#### 7. <u>Termination of Agreement.</u>

If LYNX or the Funding Partner (the 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 <u>comptroller@occompt.com</u>

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.

Subject to LYNX's obligations under the Public Records Act (d)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. <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. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner:	Orange County
0	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.</u>

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. <u>No Third-Party Beneficiaries</u>. 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 ORANGE COUNTY, FLORIDA**

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

Deputy Clerk

By: \_\_\_\_\_\_ Jerry L. Demings, County Mayor

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

Date:

County Attorney

#### **SIGNATURE PAGE FOR LYNX**

#### **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

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

Date:

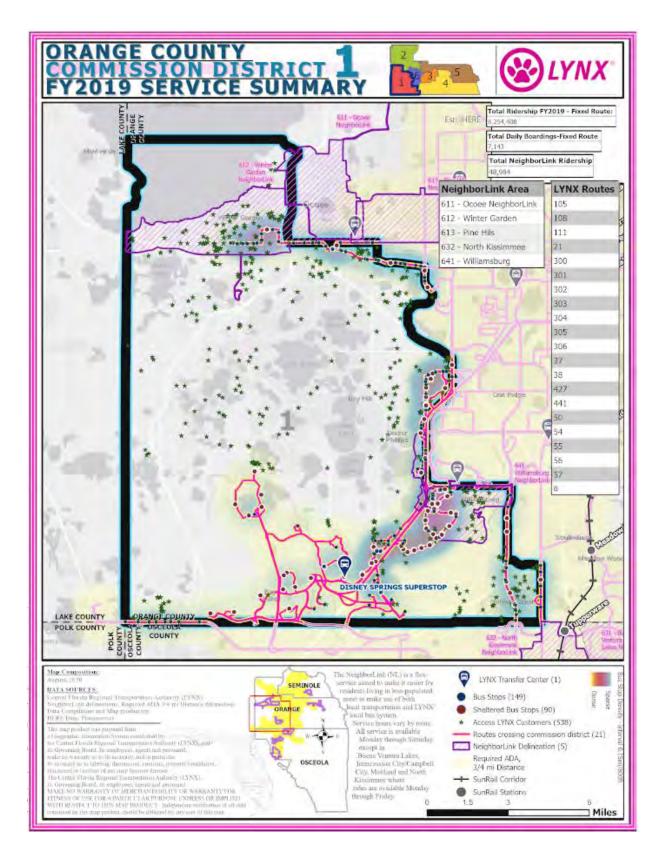
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

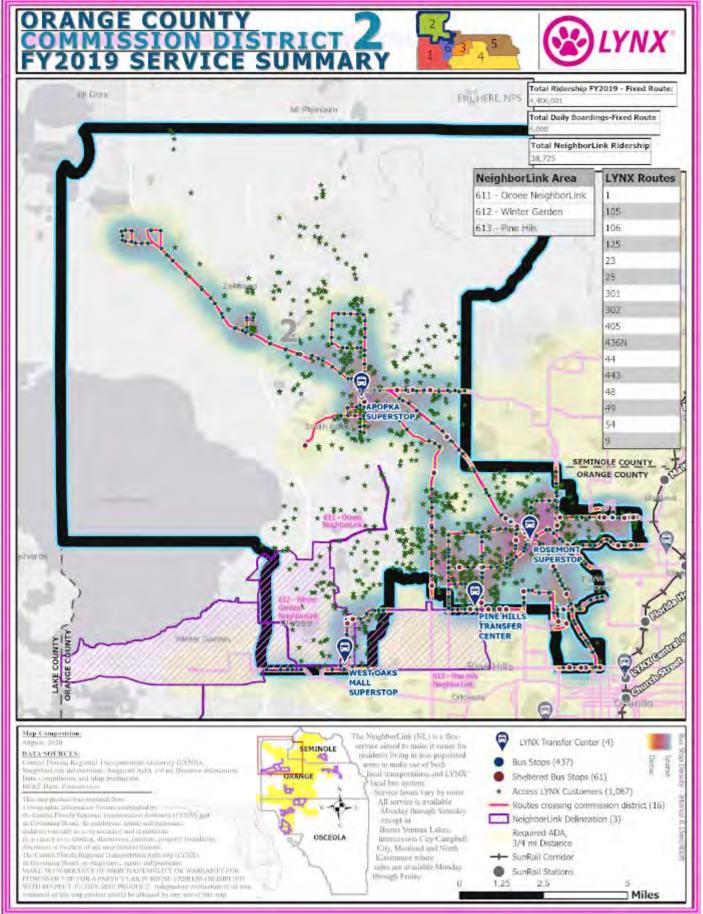
By: \_\_\_\_\_ Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney

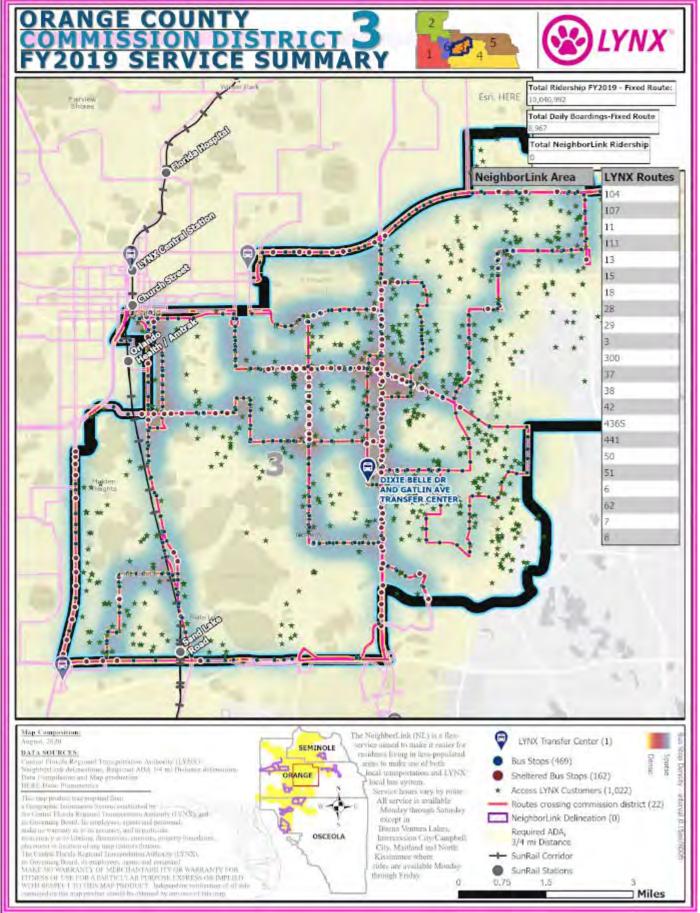
Date:\_\_\_\_\_

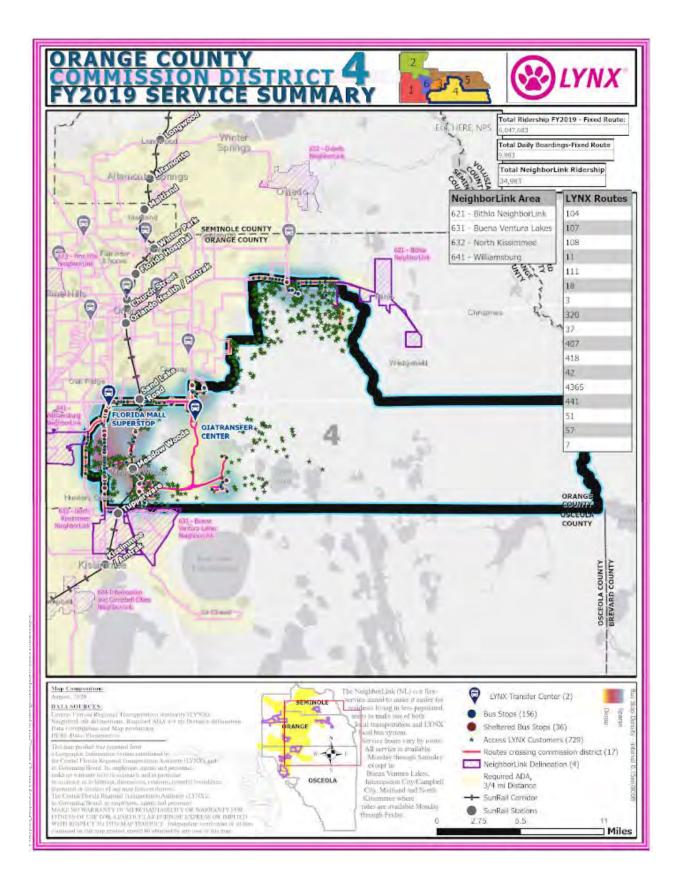
### Exhibit "A"

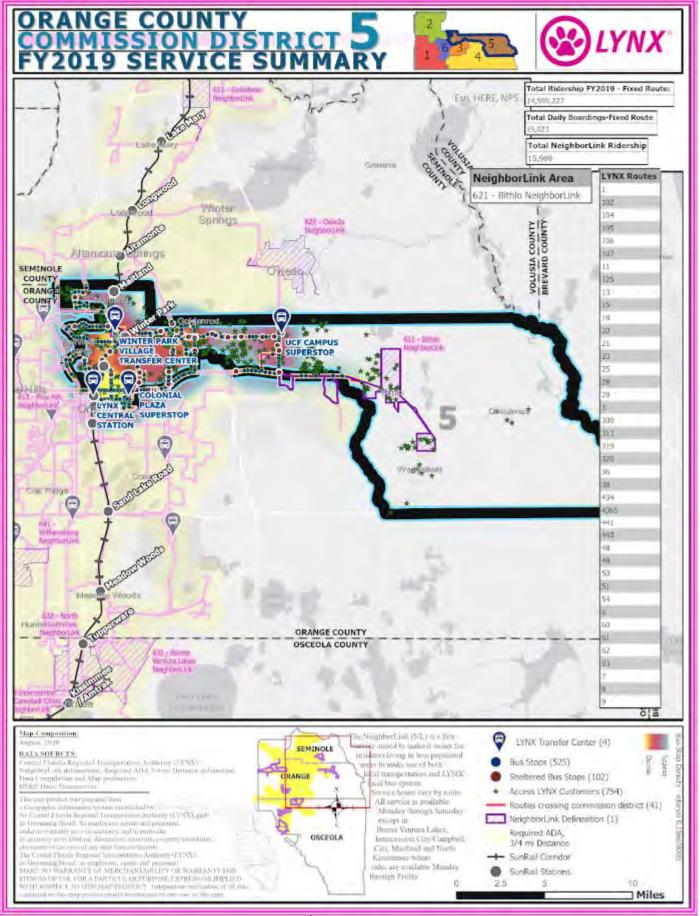
#### **DESCRIPTION OF SERVICE AREA**

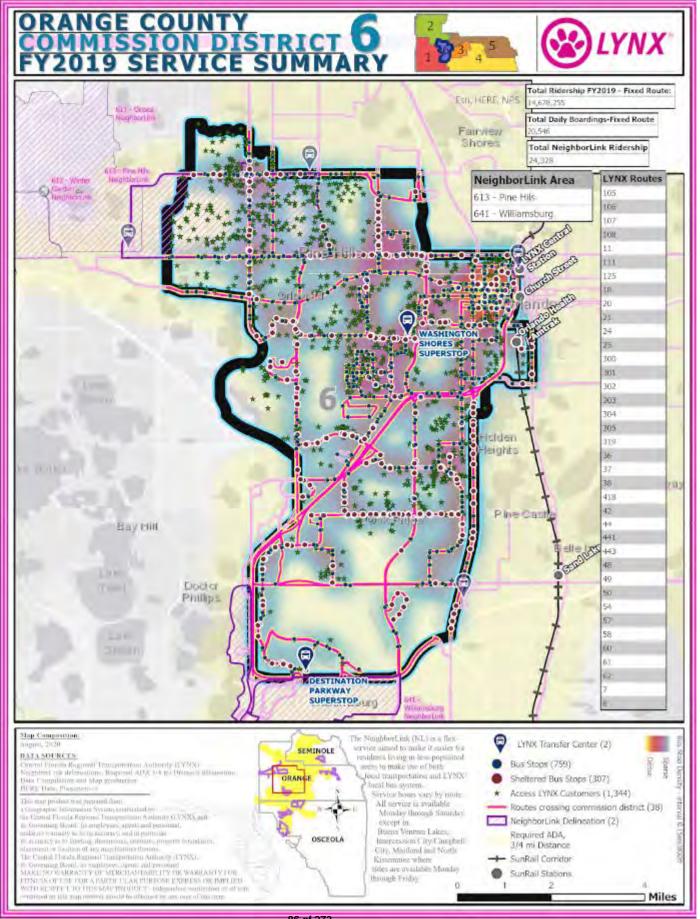












### Exhibit "B"

# **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 Dequest from County	QEE E(1 736

**Annual Funding Request from County** 

\$55,564,736

## Exhibit "C"

## **FUNDING MODEL INFORMATION**

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

#### LYNX FY2021 Local Funding Partners

\*Local match towards vehicle replacement.

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

THIS SERVICE FUNDING AGREEMENT ("<u>Agreement</u>") 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 "<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>LVNX</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 October 7, 2019 (the "<u>Prior Fiscal Year Funding</u> <u>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. **<u>Recitals</u>**. 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.

"<u>ADA</u>" means the Americans with Disabilities Act of 1990.

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

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

"<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021

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

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

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

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

"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 fixedroutes on a discretionary basis.

"<u>FDOT</u>" means the Florida Department of Transportation.

"<u>FTA</u>" means the Federal Transit Association.

"<u>New Appropriated Amount</u>" 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.

"<u>Next Fiscal Year</u>" 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.

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

"<u>Passenger Trips</u>" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"<u>Public Transportation</u>" 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.

"<u>Revenue Hours</u>" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"<u>Revenue Miles</u>" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

"<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) <u>Current Fiscal Year</u>.

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

(i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

- (A) Subsidy per Passenger Trip
- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX's funding partners;

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

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

(D) LYNX shall provide quarterly updates to <u>Exhibit "C"</u> by listing the amount each funding partner has paid to LYNX to date.

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

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

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

5. <u>Independent Contractor</u>. LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions

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

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

#### 7. <u>Termination of Agreement.</u>

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

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

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

8. <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:

Public Information Office 1 Courthouse Square Kissimmee, FL 34741 407-742-0100 <u>BCCPIO@osceola.org</u> 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. <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:	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.</u>

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, 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. <u>No Third-Party Beneficiaries</u>. 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 OSCEOLA COUNTY, FLORIDA**

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

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

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

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

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

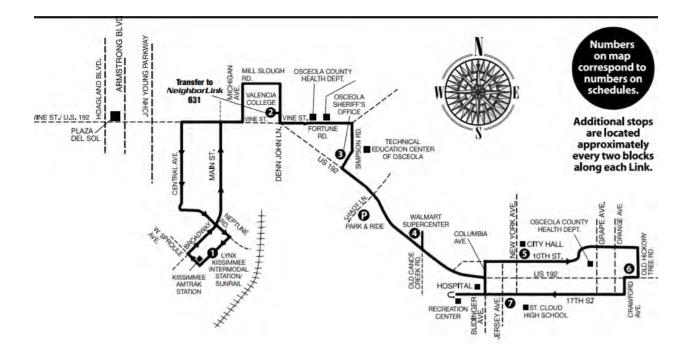
Date:\_\_\_\_\_

#### Exhibit "A"

### **DESCRIPTION OF SERVICE AREA**

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

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



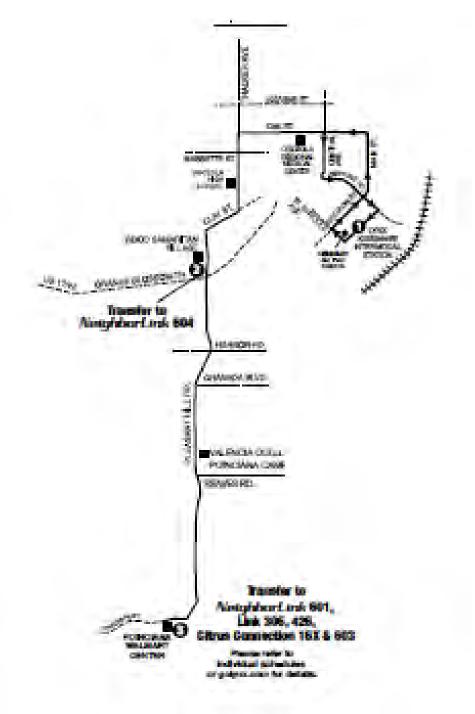
# Link 18 S. Orange Ave. /Kissimmee

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



## Link 26 Pleasant Hill Road/Poinciana

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



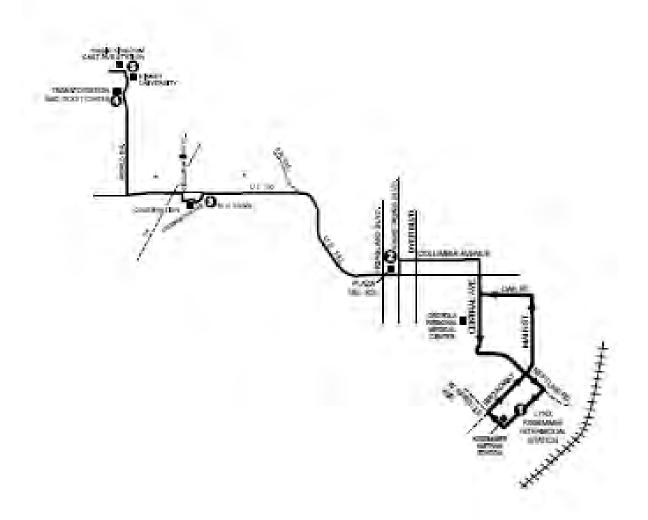
## Link 55 W. US 192/Crosstown

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



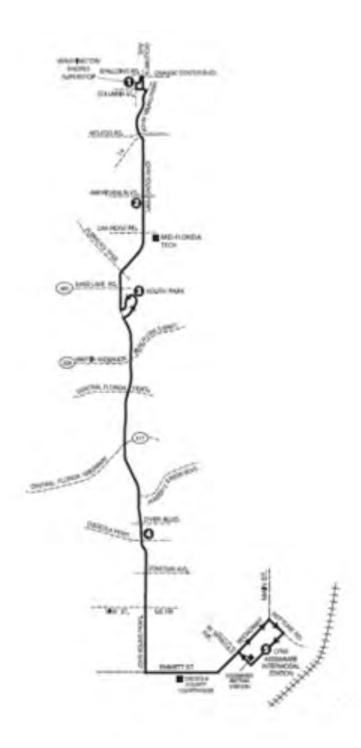
## Link 56 W. US 192/ Magic Kingdom

**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



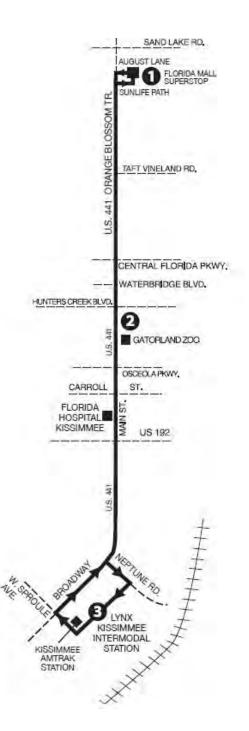
## Link 57 John Young Parkway

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

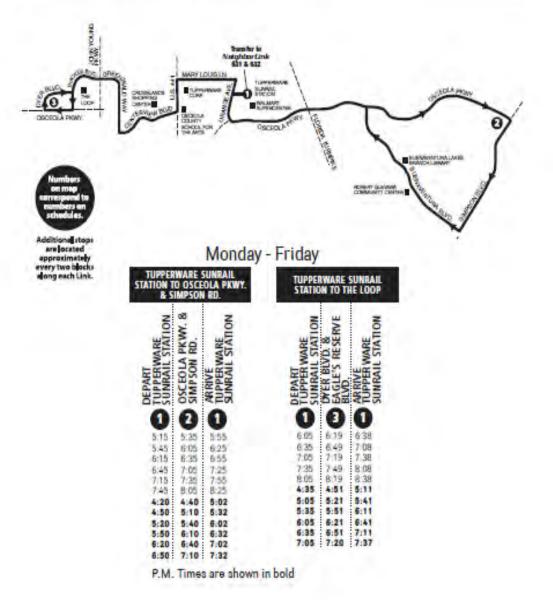


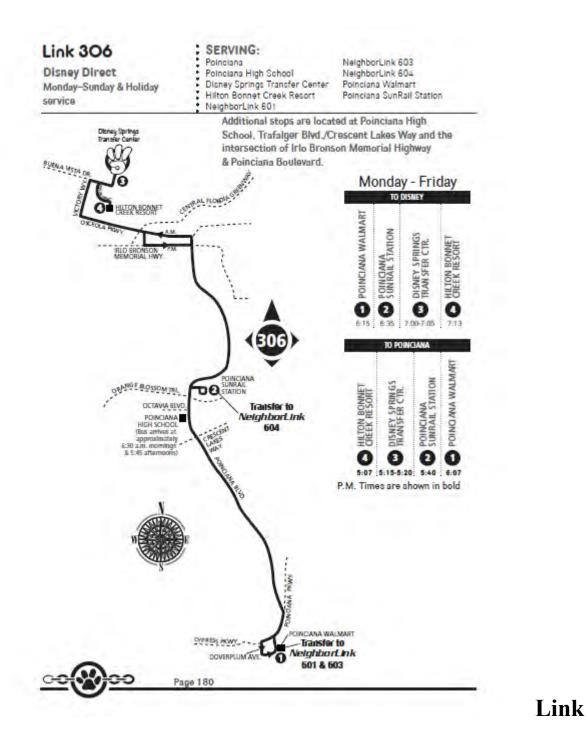
### Link 108 South US 441/Kissimmee

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



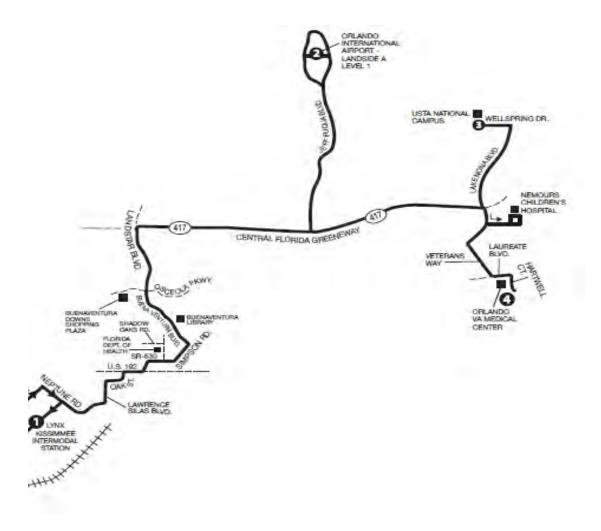
#### Link 155 SERVING: Buensventurs Lakes Branch Library Tupperware Sun Rail Station Crosslands Shopping Center The Loop/Buena Ventura Robert Guevara Community Center Osceola County School for the Arts NeighborLink 631 Lakes/Osceola Parkway Walmart Supercenter (Osceola NeighborLink 632 Pkwy.) Monday-Friday The Loop No Saturday-Sunday/Holiday Tupperware Headquarters service





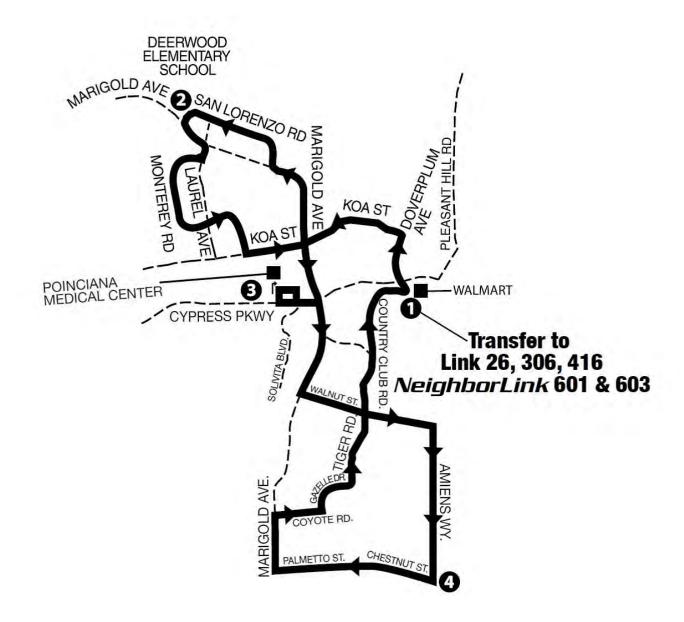
# FastLink 407 Kissimmee/Medical City/Orlando International Airport

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



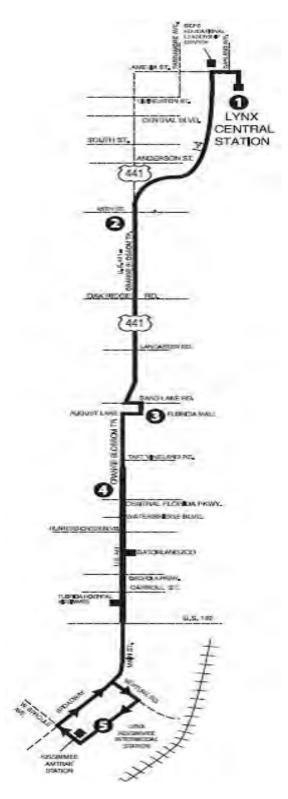
### 426 Poinciana Circulator

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



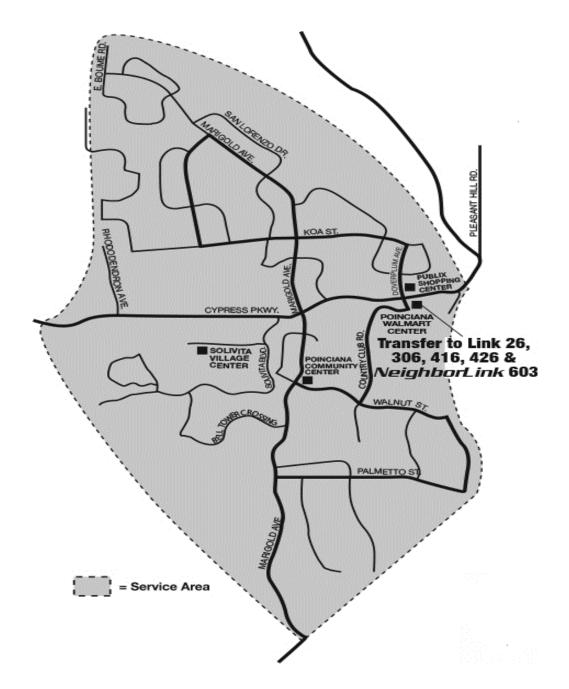
# FastLink 441 Kissimmee/Orlando

**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



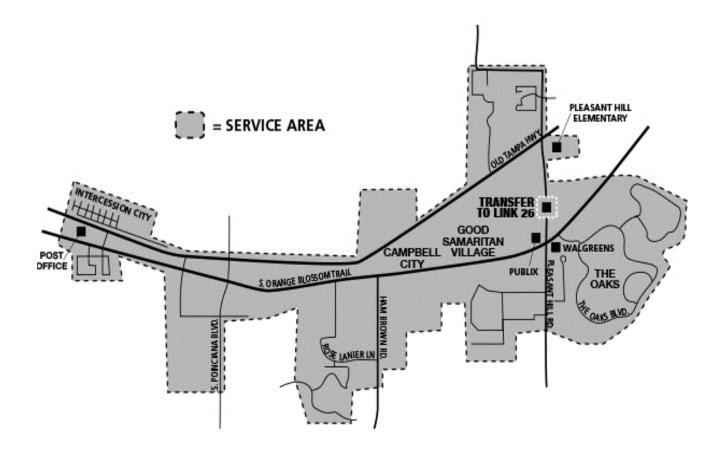
### NeighborLink 601 Poinciana

**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



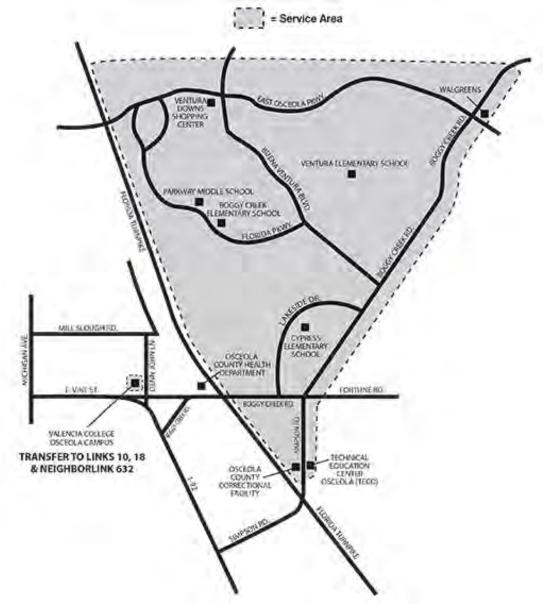
### NeighborLink 604 Intercession City/Campbell City

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



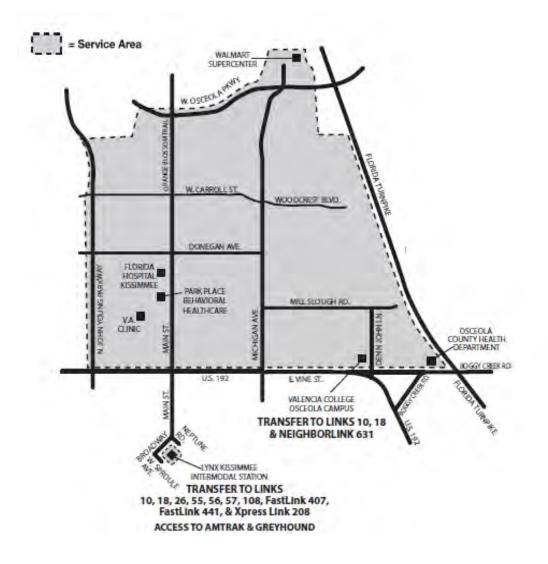
### NeighborLink 631 Buena Ventura Lakes

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

### FY2021 Billing Schedule

June-20 July-20	\$787,439 \$787,439
May-20	\$787,439
March-20 April-20	\$787,439 \$787,439
February-20	\$787,439
January-20	\$787,439
December-19	\$787,439
October-19 November-19	\$787,439 \$787,439

### Exhibit "C"

### **FUNDING MODEL INFORMATION**

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

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

"<u>ADA</u>" means the Americans with Disabilities Act of 1990.

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

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

"<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 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.

"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 fixedroutes on a discretionary basis.

"<u>FDOT</u>" means the Florida Department of Transportation.

"<u>FTA</u>" means the Federal Transit Association.

"<u>New Appropriated Amount</u>" 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.

"<u>Next Fiscal Year</u>" 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.

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

"<u>Passenger Trips</u>" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"<u>Public Transportation</u>" 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.

"<u>Revenue Hours</u>" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"<u>Revenue Miles</u>" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

"<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) <u>Current Fiscal Year</u>.

(i) The Funding Partner agrees to appropriate the amount specified on <u>Exhibit "B"</u> attached hereto (the "<u>Appropriated Amount</u>") 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. **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 <u>Exhibit "C"</u> 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 <u>Exhibit "C"</u> by listing the amount each funding partner has paid to LYNX to date.

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

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

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

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

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

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

#### 7. <u>Termination of Agreement.</u>

If LYNX or the Funding Partner (the 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: Clerk of Court 1101 E. 1<sup>st</sup> Street Sanford, FL 32771 clerk@seminoleclerk.org

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

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

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

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

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

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

10. <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. <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:	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.</u>

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. <u>No Third-Party Beneficiaries</u>. 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 Commissioners By: \_\_\_\_\_

Jay Zembower, Chairman

For the use and reliance of Seminole County only. Approved as to form and legal sufficiency. Date: \_\_\_\_\_

County Attorney

#### **SIGNATURE PAGE FOR LYNX**

#### **CENTRAL FLORIDA REGIONAL** TRANSPORTATION AUTHORITY

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

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

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

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

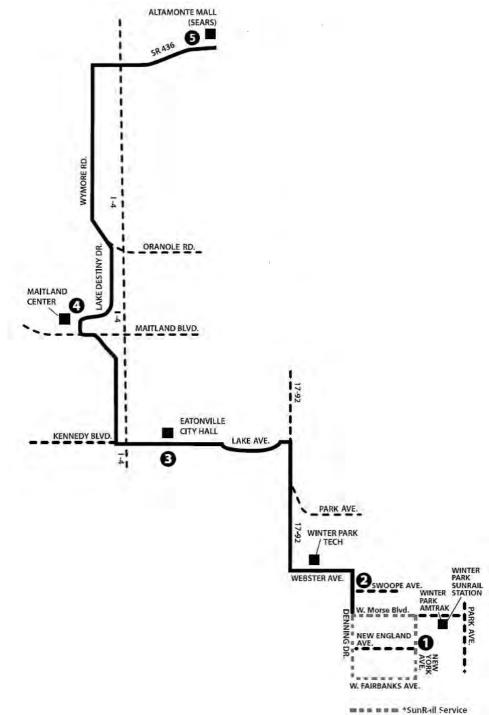
Date:\_\_\_\_\_

#### Exhibit "A"

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

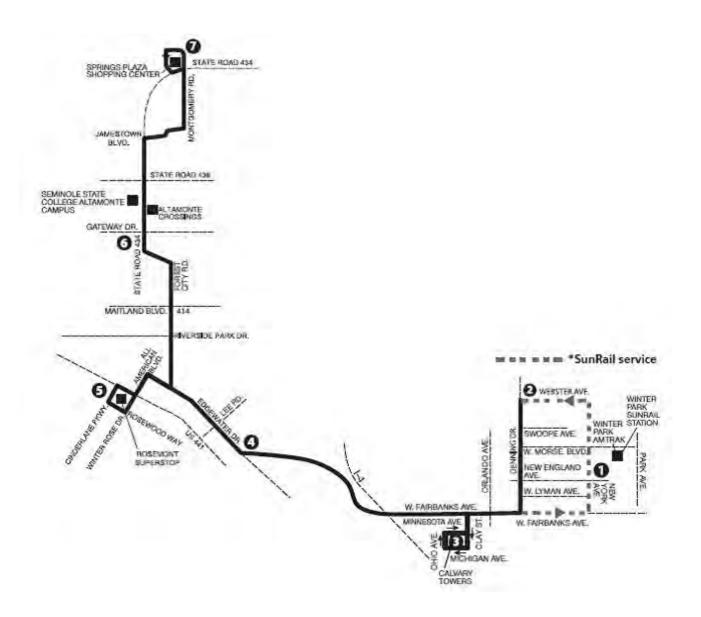
# LINK 1 Winter Park/Altamonte Springs

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



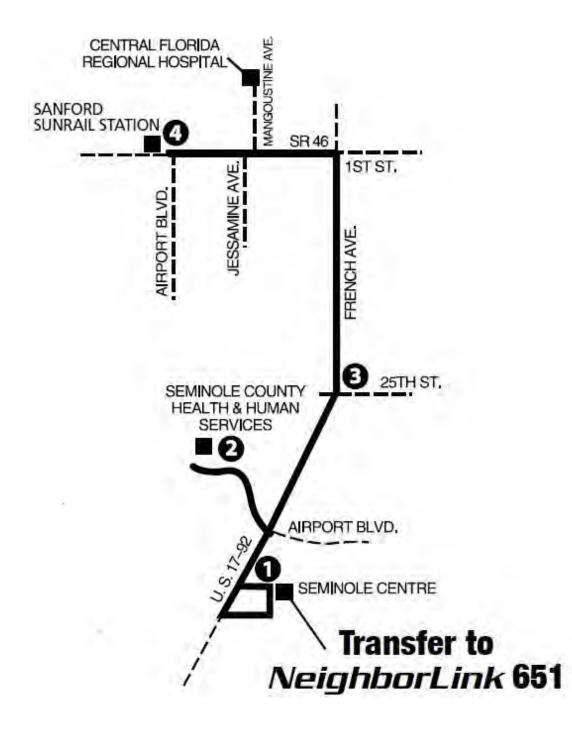
### LINK 23 Winter Park/Springs Plaza

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



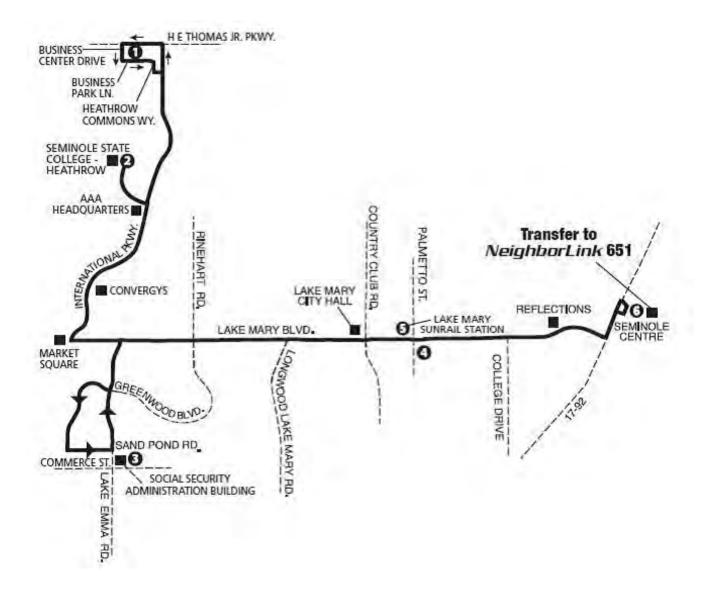
### LINK 34 Sanford

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



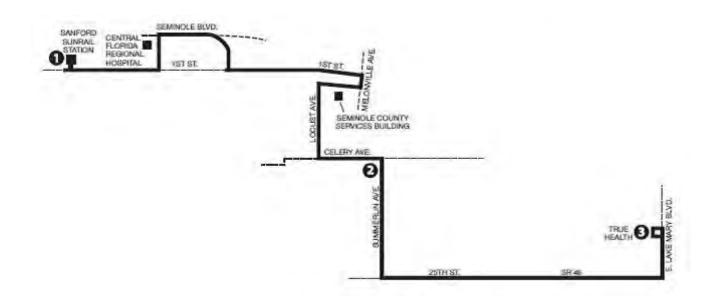
### LINK 45 Lake Mary

**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



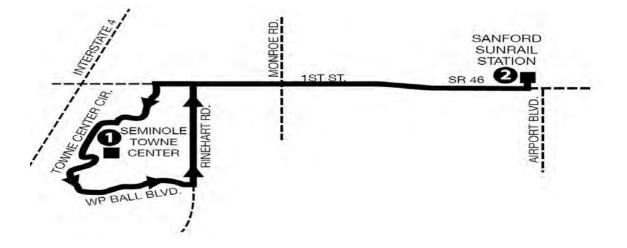
### LINK 46 East SR 46/Downtown Sanford

**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



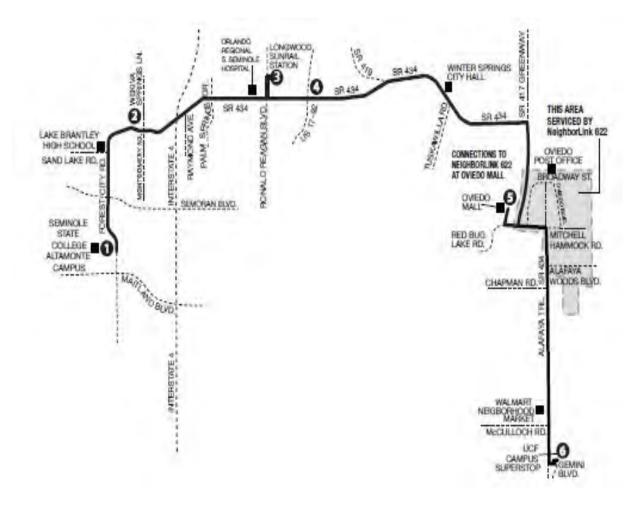
# LINK 106 N. US 441/Apopka

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



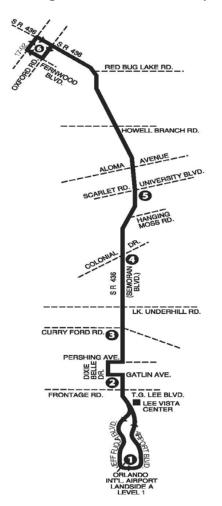
## Link 436N SR 436 Crosstown

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



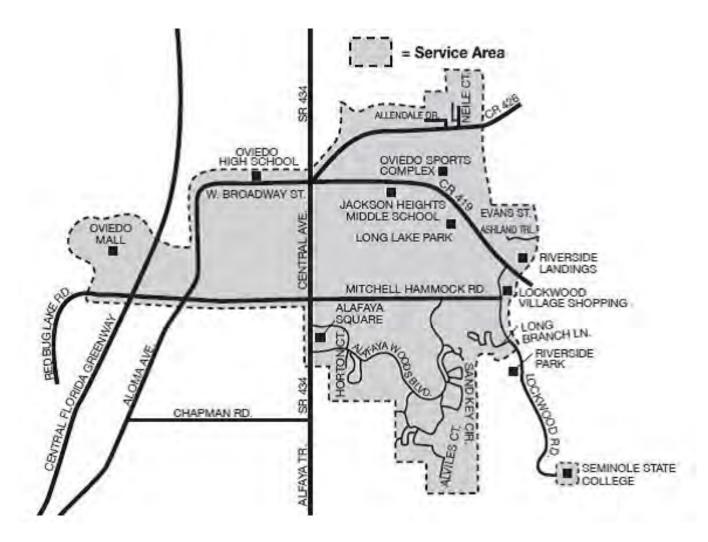
## Link 436S SR 436 Crosstown

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



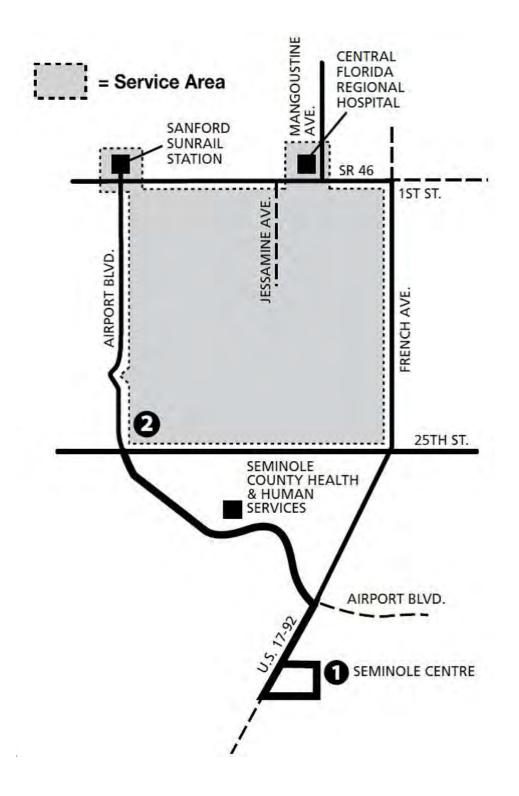
## NeighborLink 622 Oviedo

**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	Amount
Estimated Farebox Recovery	(\$1,235,273)
SunRail Feeder Service	(\$567,231)
City of Sanford	(\$93,000)
City of Altamonte Springs	(\$120,900)
Lynx Non-Operating Cost Recoveries	(\$96,370)
LYNX Stabilzation Fund	(\$1,809,420)
	(\$3.077.104)

(\$3,922,194)

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

#### \$4,672,947

Amount

#### NeighborLink Operating Costs

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

## FY2021 Local Funding Partners

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

## LYNX Oversight C@mmittee Agenda

Action Agenda Item #7.B.

То:	LYNX Oversight Committee
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.

## LYNX Oversight C@mmittee Agenda

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.

## LYNX Oversight C@mmittee Agenda

## **EXHIBIT C:**

FY2	LYNX 021 Local Funding	g Partners		
	FY2021 Funding Model	Additional Capital	A	FY2021 Funding Agreement
<b>Operating Funding</b>				
Orange County	\$ 53,758,012		\$	53,758,012
Osceola County	9,196,097	-		9,196,097
Seminole County	8,468,010			8,468,010
Subtotal	\$ 71,422,119	<u>\$</u> -	\$	71,422,119
City of Orlando*	\$ 4,003,006	\$ 850,000	\$	4,853,006
City of Orlando - LYMMO	2,422,984	-		2,422,984
FDOT (SunRail Feeder Route)	1,800,000	-		1,800,000
Reedy Creek	370,325	-		370,325
Altamonte Springs	120,900	-		120,900
City of Sanford	93,000	-		93,000
Subtotal	\$ 8,810,215	\$ -	\$	2,384,225
Subtotal Operating Funding	\$ 80,232,334	\$ 850,000	\$	81,082,334
<b>Capital Contributions</b>				
Orange County	\$ 1,806,724	<b>\$</b> -		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 "<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 11, 2019 (the "<u>Prior Fiscal Year Funding</u> <u>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. <u>Recitals</u>. 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:

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

"<u>ADA</u>" means the Americans with Disabilities Act of 1990.

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

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

"<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.

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

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

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

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

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

"FDOT" means the Florida Department of Transportation.

"<u>FTA</u>" means the Federal Transit Association.

"<u>New Appropriated Amount</u>" 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.

"<u>Next Fiscal Year</u>" 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.

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

"<u>Passenger Trips</u>" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"<u>Public Transportation</u>" 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.

"<u>Revenue Hours</u>" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"<u>Revenue Miles</u>" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

"<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) <u>Current Fiscal Year</u>.

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

(i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

- (A) Subsidy per Passenger Trip
- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX's funding partners;

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

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

(D) LYNX shall provide quarterly updates to <u>Exhibit "C"</u> by listing the amount each funding partner has paid to LYNX to date.

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

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

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

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

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

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

#### 7. <u>Termination of Agreement.</u>

If LYNX or the Funding Partner (the 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: City of Orlando City Clerk's Office 400 S Orange Avenue, 2<sup>nd</sup> Floor 407-246-2148 <u>cityclerk@orlando.gov</u>

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,</u>

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.</u>

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

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

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

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

#### [Signatures appear on following page]

#### **SIGNATURE PAGE FOR FUNDING PARTNER**

#### ATTEST:

#### FUNDING PARTNER:

#### **CITY OF ORLANDO, FLORIDA**

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

City Clerk

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

Buddy Dyer, Mayor

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

Date:

City Attorney

#### **SIGNATURE PAGE FOR LYNX**

#### **CENTRAL FLORIDA REGIONAL** TRANSPORTATION AUTHORITY

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

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

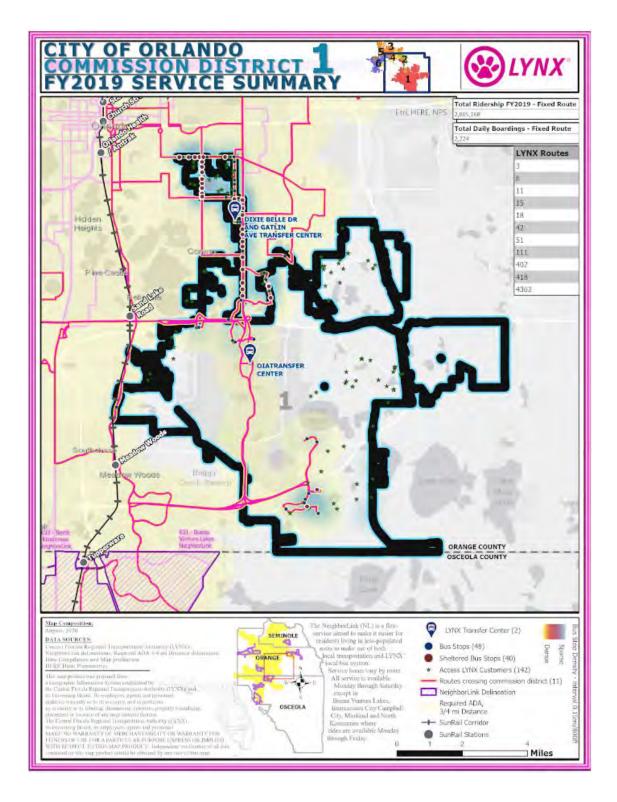
This Agreement has been reviewed as to form by LYNX Senior Staff Attorney. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

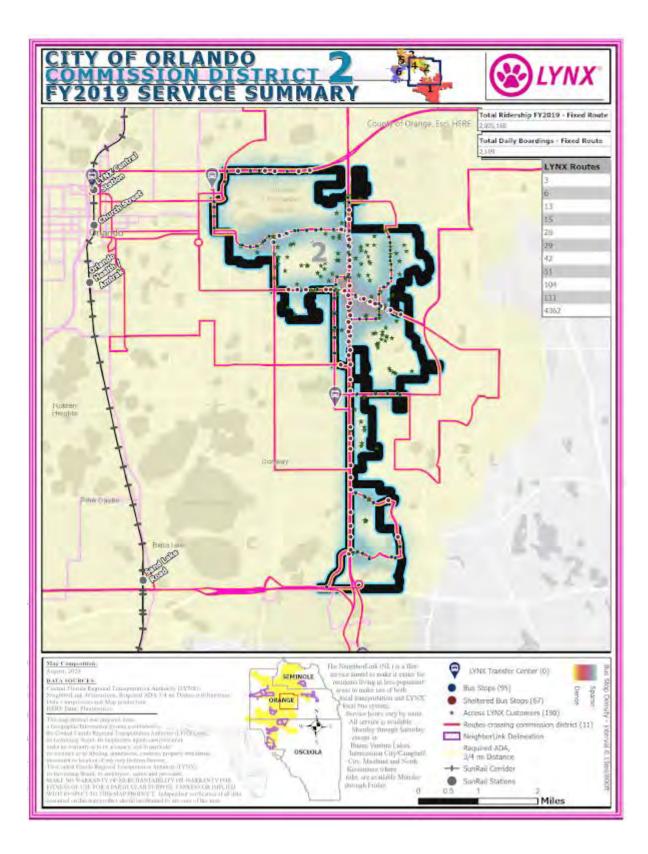
By: \_\_\_\_\_ Name: Carrie L. Sarver, Esq., B.C.S. Title: Senior Staff Attorney

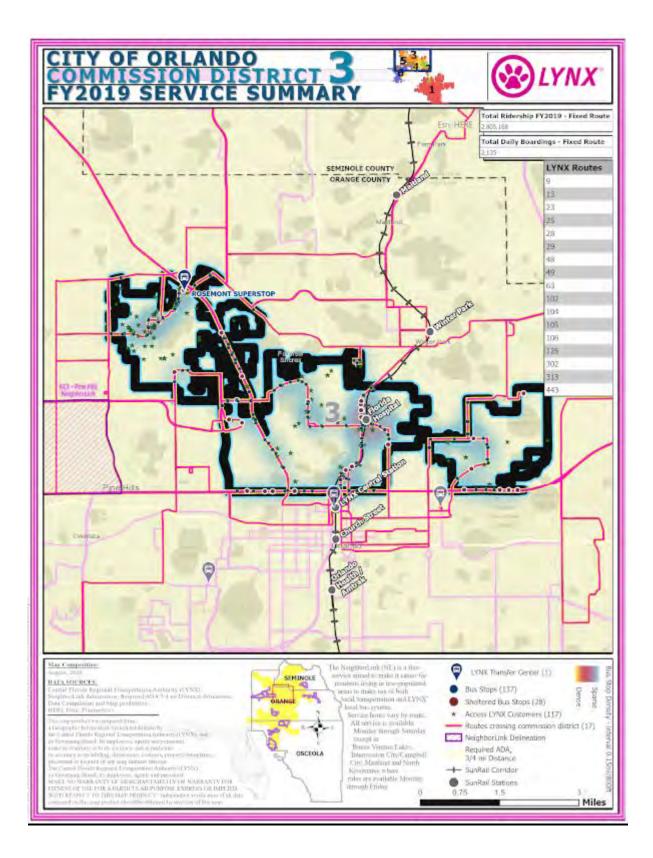
Date:\_\_\_\_\_

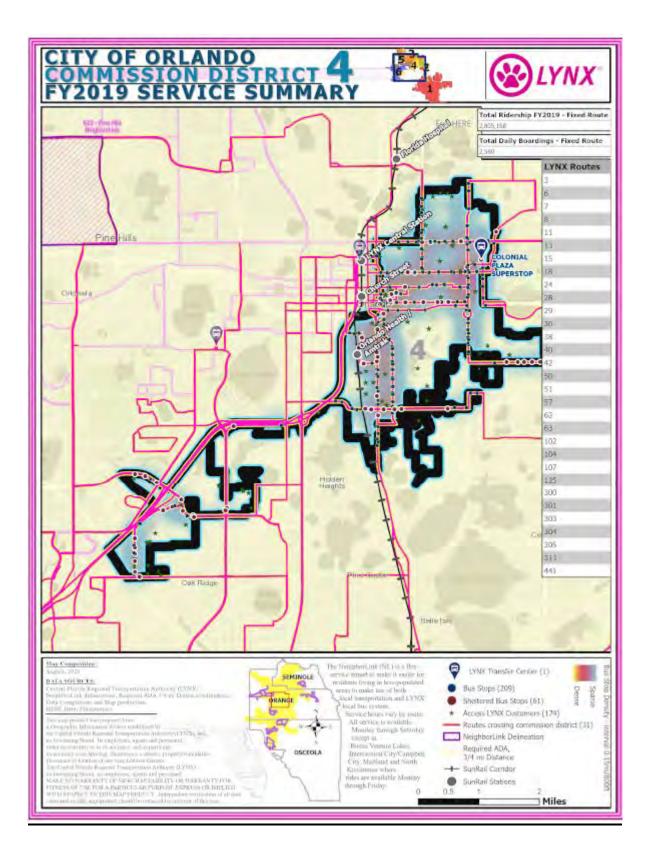
#### Exhibit "A"

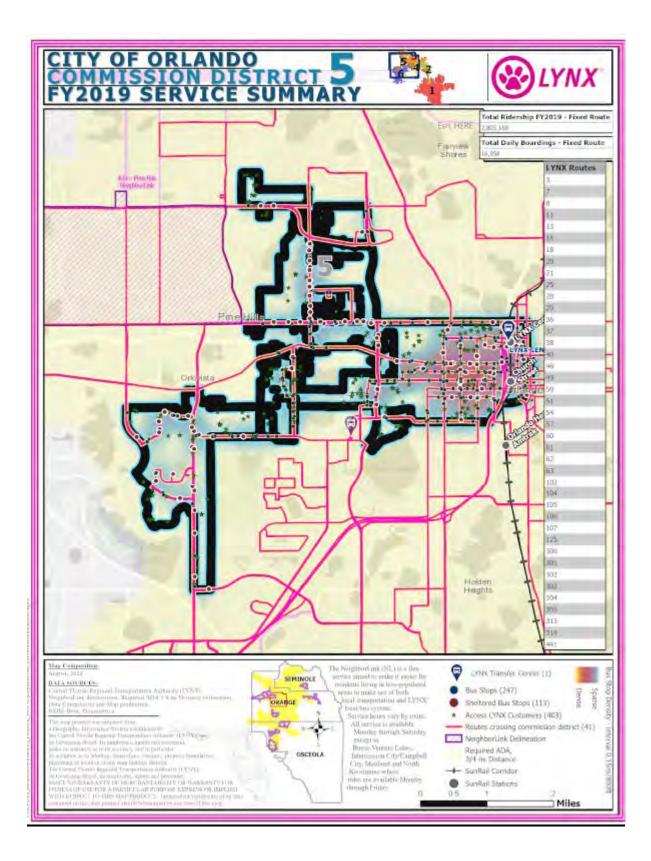
#### **DESCRIPTION OF SERVICE AREA**

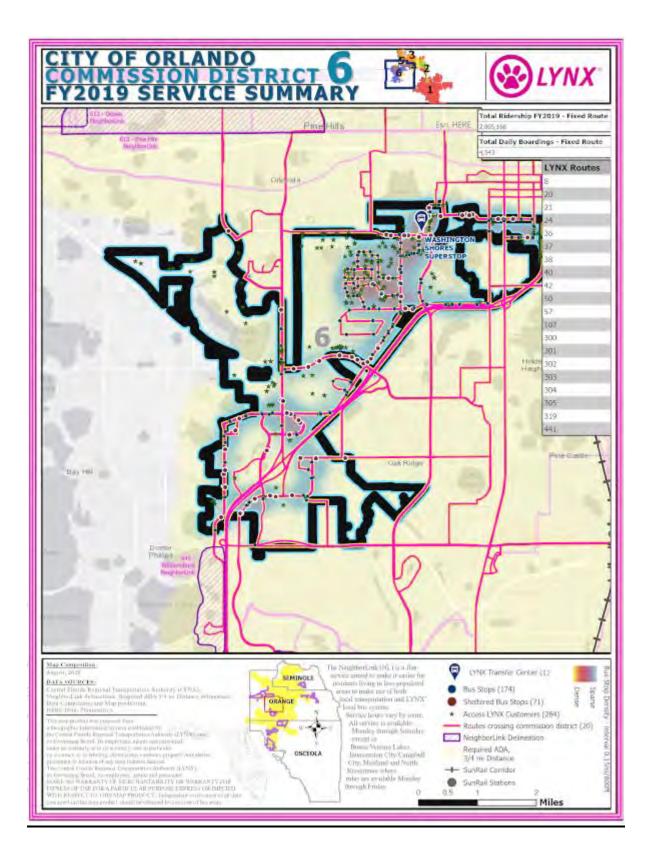












#### Exhibit "B" <u>APPROPRIATED AMOUNT</u>

## 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				
<b>Operating Funding</b>	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement	
Orange County Osceola County Seminole County Subtotal	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119	<u>-</u>	\$ 53,758,012 9,196,097 <u>8,468,010</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 <u>Capital Contributions</u>	\$ 80,232,334	<u>\$ 850,000</u>	\$ 81,082,334	
Orange County Osceola County Seminole County Subtotal	\$ 1,806,724 253,172 218,352 \$ 2,278,248	\$ - - - - - -	1,806,724 253,172 218,352 \$ 2,278,248	
Total Local Funds	\$ 82,510,582	\$ 850,000	\$ 83,360,582	

\*Local match towards vehicle replacement.

#### **ADDENDUM TO AGREEMENT**

25. The Funding Partner agrees to appropriate eight hundred fifty thousand dollars and zero cents (\$850,000) to LYNX for fiscal year 2020-2021 for the provision of local match. The local match will assist in the purchase of battery electric buses as described in the support letter dated April 15, 2019.

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

THIS SERVICE FUNDING AGREEMENT ("<u>Agreement</u>") 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 "<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 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. <u>Recitals</u>. 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:

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

"<u>ADA</u>" means the Americans with Disabilities Act of 1990.

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

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

"<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021.

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

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

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

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

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

"FDOT" means the Florida Department of Transportation.

"<u>FTA</u>" means the Federal Transit Association.

"<u>New Appropriated Amount</u>" 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.

"<u>Next Fiscal Year</u>" 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.

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

"<u>Passenger Trips</u>" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"<u>Public Transportation</u>" 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.

"<u>Revenue Hours</u>" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"<u>Revenue Miles</u>" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

"<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) <u>Current Fiscal Year</u>.

(i) The Funding Partner agrees to appropriate the amount specified on <u>Exhibit "B"</u> attached hereto (the "<u>Appropriated Amount</u>") 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 (iii) 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) **Quarterly Reporting**. For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

(i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

- (A) Subsidy per Passenger Trip
- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX's funding partners;

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

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

(D) LYNX shall provide quarterly updates to <u>Exhibit "C"</u> by listing the amount each funding partner has paid to LYNX to date.

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

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

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

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

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

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

#### 7. <u>Termination of Agreement.</u>

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

As to Funding Partner:	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Florida 32701 Attn: Franklin W. Martz, II, City Manager
With copy to:	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Florida 32701 Attn: Community Development Agency
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: James E. Harrison, Esq., P.E., Chief Executive Officer
With copy to:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: Leonard Antmann, Director of Finance
With 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.</u>

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

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

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

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

#### [Signatures appear on following page]

#### **SIGNATURE PAGE FOR FUNDING PARTNER**

#### ATTEST:

#### **FUNDING PARTNER**:

# CITY OF ALTAMONTE SPRINGS, FLORIDA

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

Deputy Clerk

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

Patricia Bates, Mayor

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

Date:

Deputy Clerk

#### **SIGNATURE PAGE FOR LYNX**

#### **CENTRAL FLORIDA REGIONAL** TRANSPORTATION AUTHORITY

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

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

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

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

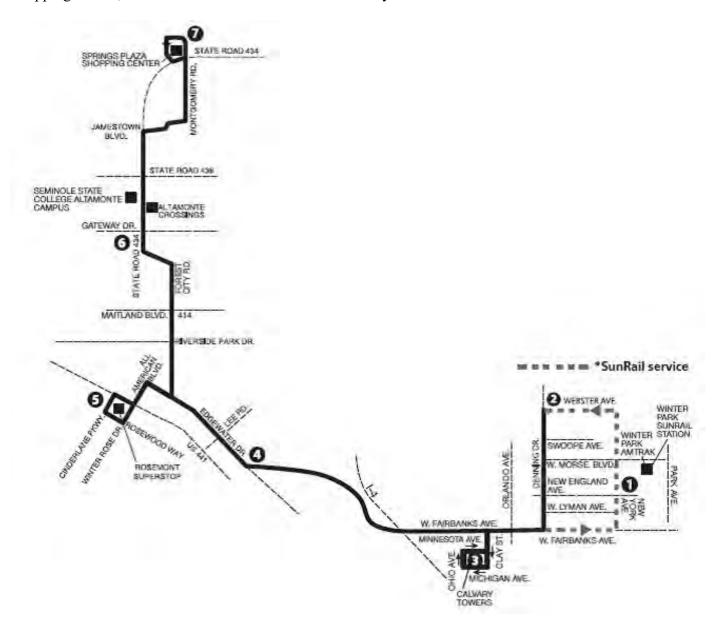
Date:\_\_\_\_\_

#### Exhibit "A"

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

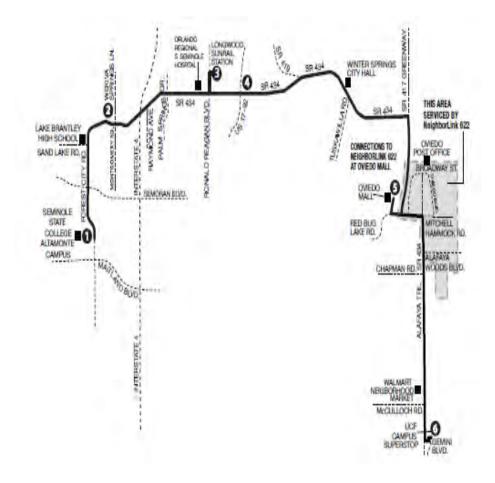
## LINK 23 Winter Park/Springs Plaza

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



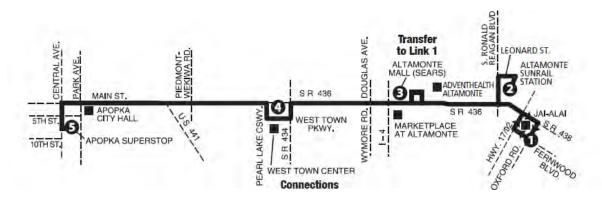
## Link 434 SR 434 Crosstown

**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



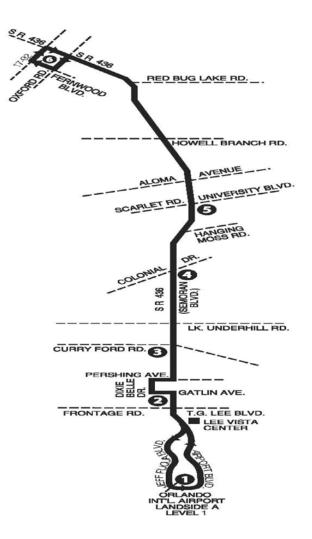
## Link 436N SR 436 Crosstown

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 Sp Transit Service Costs For FY2	0
<b>Total County Transit Service Cost</b>	\$ 120,900
FY2021 Billing Schedule:	
October 2020	\$ 30,225
January 2021	\$ 30,225
April 2021	\$ 30,225
July 2021	\$ 30,225
Annual Funding Request from City	\$ 120,900

### Exhibit "C"

## **FUNDING MODEL INFORMATION**

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

LYNX

\*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 ("<u>Agreement</u>") 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 "<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>LVNX</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 October 10, 2019 (the "<u>Prior Fiscal Year Funding</u> <u>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. **<u>Recitals</u>**. 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.

"<u>ADA</u>" means the Americans with Disabilities Act of 1990.

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

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

"<u>Current Fiscal Year</u>" shall mean the fiscal year beginning on October 1, 2020 and ending on September 30, 2021

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

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

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

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

"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 fixedroutes on a discretionary basis.

"<u>FDOT</u>" means the Florida Department of Transportation.

"<u>FTA</u>" means the Federal Transit Association.

"<u>New Appropriated Amount</u>" 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.

"<u>Next Fiscal Year</u>" 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.

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

"<u>Passenger Trips</u>" means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

"<u>Public Transportation</u>" 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.

"<u>Revenue Hours</u>" means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

"<u>Revenue Miles</u>" means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

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

"<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) <u>Current Fiscal Year</u>.

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

(i) Maps and schedules for each route operating in the Service Area.

(ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).

(iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.

(iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.

(v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:

- (A) Subsidy per Passenger Trip
- (B) Passengers per trip
- (C) Passengers per Revenue Hour
- (D) Passengers per Revenue Mile

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

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

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.

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

(vii) Funding Model Information. Attached hereto as <u>Exhibit "C"</u> 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 <u>Exhibit "C"</u> by listing the amount each funding partner has paid to LYNX to date.

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

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

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

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

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

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

#### 7. <u>Termination of Agreement.</u>

If LYNX or the Funding Partner (the 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: 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.

Subject to LYNX's obligations under the Public Records Act (d)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. <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 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. <u>No Third-Party Beneficiaries</u>. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

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

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

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

#### [Signatures appear on following page]

#### **SIGNATURE PAGE FOR FUNDING PARTNER**

#### **ATTEST:**

## **FUNDING PARTNER:**

#### **CITY OF SANFORD, FLORIDA**

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

City Clerk

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

Art Woodruff, Mayor

For the use and reliance of City of Sanford Date: only. Approved as to form and legal sufficiency.

City Clerk

#### **SIGNATURE PAGE FOR LYNX**

#### **CENTRAL FLORIDA REGIONAL** TRANSPORTATION AUTHORITY

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

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

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

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

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

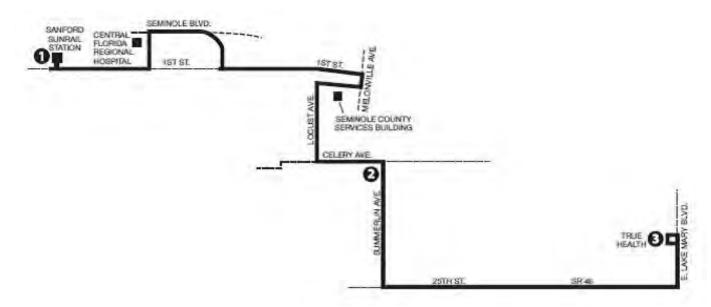
#### Exhibit "A"

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

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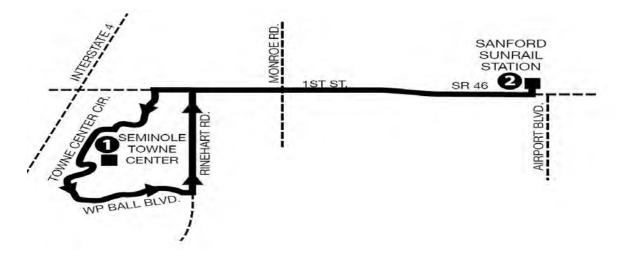
## LINK 46 East SR 46/Downtown Sanford

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



## LINK 46 West W. SR 46/Seminole Towne Center

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



#### Exhibit "B"

### **APPROPRIATED AMOUNT**

## October 2020 through September 2021 \$ 93,000

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

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

## Exhibit "C"

## **FUNDING MODEL INFORMATION**

LYNX			
FY2021 Local Funding Partners			
<b>Operating Funding</b>	FY2021 Funding Model Amount	Additional Capital	FY2021 Funding Agreement
Orange County Osceola County Seminole County Subtotal	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119	- <u>\$</u> -	\$ 53,758,012 9,196,097 8,468,010 \$ 71,422,119
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\*Local match towards vehicle replacement.

# LYNX Oversight Cimmittee Agenda

Action Agenda Item #7.C.

To:LYNX Oversight CommitteeFrom:Albert Francis<br/>Chief Financial Officer<br/>Leonard Antmann<br/>(Technical Contact)Phone:407.841.2279 ext: 6058Item 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.

# LYNX Oversight C@mmittee Agenda

<u>Reedy Creek Improvement District:</u> 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's fiscal year. Non-substantive changes will be permitted to the bus service agreements by way of changes through an addendum provided that said changes are not materially adverse to LYNX.

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

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**

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#### **Schedule of Exhibits**

Exhibit "A" – Description and Map of Bus Routes

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#### **BUS SERVICE AGREEMENT**

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

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

and

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

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

#### WITNESSETH:

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

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

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 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.
<u>Farebox Revenue</u>	shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of</u> <u>Bus Service</u>	shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox</u> <u>Revenue</u>	shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
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.
<u>Net Monthly Cost</u> <u>of Bus Service</u>	shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
Service Area	shall mean the area indicated in <b>Exhibit "A"</b> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

(a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;

(b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;

(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</u> <u>**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 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. **<u>NON-ASSIGNABILITY</u>**. This Agreement if not assignable by either Party without the prior written consent of the other Party.

9. <u>**RELATIONSHIP OF OTHER PARTIES**</u>. 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. **<u>NO THIRD PARTY BENEFICIARY</u>**. This Agreement is solely between the Parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third Party beneficiary or otherwise.

11. **NOTICE**. Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

As to LYNX:	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. <u>GOVERNING LAW</u>. 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. <u>MISCELLANEOUS CLAUSES</u>.

(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) **Default/Notice/Procedure to Resolve Disputes**. The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Client is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Client. Thus, for example, if the Client should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.

(m) <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: \_\_\_\_\_

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

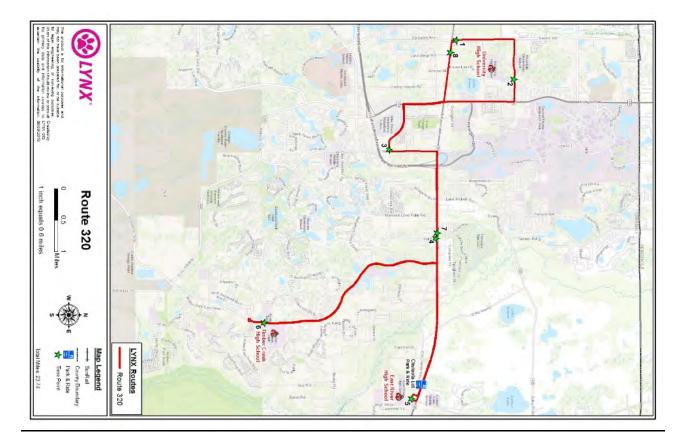
Date:\_\_\_\_\_

# 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	$\overline{O}$	8	4	5	6	$\bigcirc$	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-	Sat	Sun	Proposed Hours
RIE #		Thur	Sat	Sull	Floposeu flours
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

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(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 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 <u>Exhibit "A"</u> attached hereto (the "<u>Service Area</u>"); 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 <u>Exhibit "B"</u> and as graphically depicted on <u>Appendix 1</u> 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:

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

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on <b>Exhibit "B"</b> .
<b>Contributions</b>	shall mean, the RCID Contributions.
<u>Commuter Rail</u> <u>Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail</u> <u>Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
RCID	shall have the meaning set forth in the preamble to this Agreement.
<b><u>RCID Contributions</u></b>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$370,325 to be paid on the dates set forth.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Matching</u> <u>Contributions</u>	shall mean any matching grants or matching contributions, if any, that LYNX may obtain from time to time based upon the RCID Contributions as set forth and described in paragraph 7 below.
Service Area	shall mean the area, as described and set forth in <b>Exhibit "A"</b> attached hereto.
<u>Service Route, Bus</u> Route, or <u>Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in <b>Exhibit "B"</b> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

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

(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.</u>

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. <u>SECURITY DEPOSIT</u>. No security deposit is required of RCID under this Agreement.

7. <u>ACCESS OVER PUBLIC AND PRIVATE PROPERTY</u>. 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. **BOND.** RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.

10. **<u>NON-ASSIGNABILITY</u>**. This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **<u>RELATIONSHIP OF PARTIES</u>**. 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. <u>**GOVERNING LAW.</u>** 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.</u>

#### 15. <u>MISCELLANEOUS CLAUSES</u>.

(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.

(1) <u>Service Within and Outside the Service Area</u>. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in <u>Exhibit "B"</u>. Thus, the Contributions may be used for all of said Bus Service.

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

17. <u>COMPLETE AGREEMENT</u>. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

#### [Signatures Begin on Following Page]

#### 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: \_\_\_\_\_

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

Date:

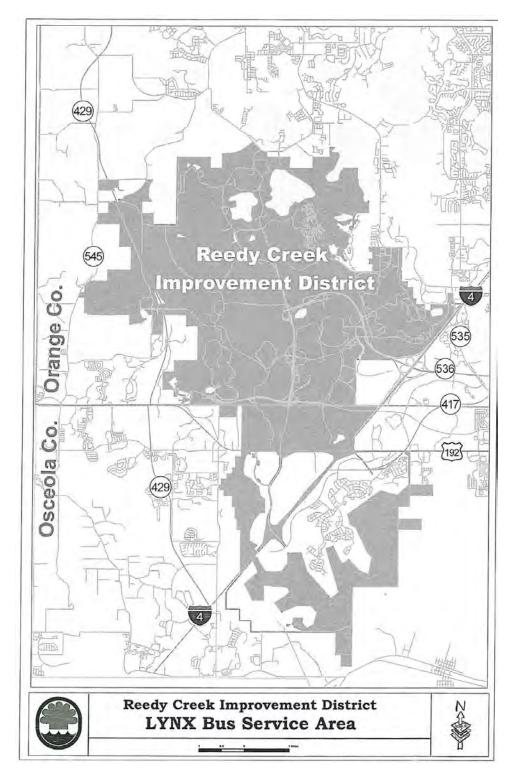
#### **REEDY CREEK IMPROVEMENT DISTRICT**

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

John H. Classe, Jr.

District Administrator (Print Title of Person Signing)

## EXHIBIT "A"



# Sketch of Reedy Creek Improvement District Service Area

## 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

Annual Funding Request	\$370,325
On or before 9/1/2021	\$185,162
On or before 10/1/2020	\$185,163

## EXHIBIT "B"

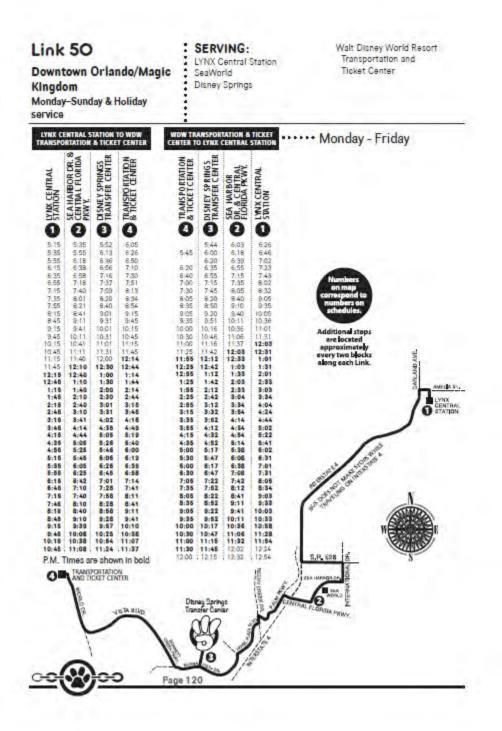
# Description of Lynx Bus Service, Times and Lynx Bus Routes Effective August 25, 2019

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

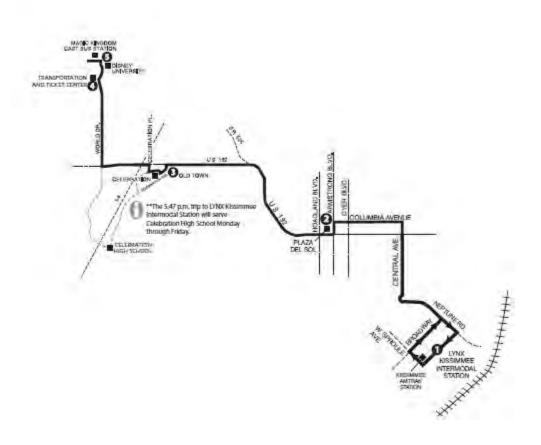
Route	Days of Service	Times of Service	Stops
Link 50: Downtown	Monday-Sunday &	Departs every night at	WDW Transportation and Ticket Center, Disney
Orlando/Disney's	Holidays.	10:17 PM, 10:47 PM,	Springs Transfer Center, 6800 Sea Harbor Drive and
Magic Kingdom		11:15 PM and 11:45	Academic LYNX Central 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	

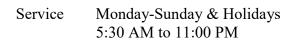
END EXHIBIT "B"

#### <u>APPENDIX 1</u> Of Exhibit "B" Graphical Depictions of Lynx Bus Service Routes

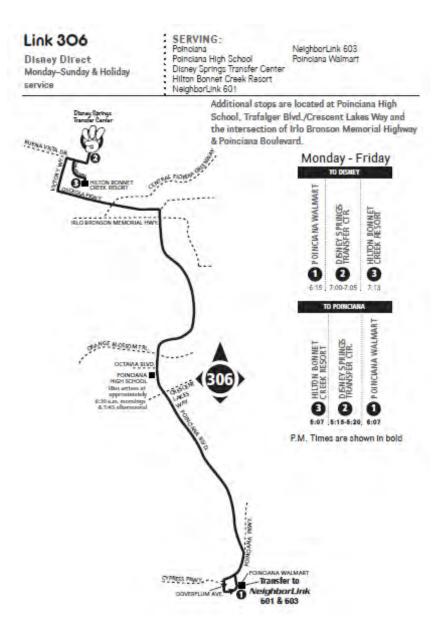


Link 56 W. U.S. 192/Magic Kingdom Monday-Sunday & Holiday service	SERVING: Plaza Del Sol Old Town Celebration Walt Disney World Resort Transportation and	Magic Kingdom Cast Bus Station Disney University LYNX Kissimmee Intermodal Station





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 "<u>LYNX</u>") whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

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

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

#### WITNESSETH:

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

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

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

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

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

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus</u> <u>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 \$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.
<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term "Farebox Revenue" relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
FTA	Shall mean the Federal Transit Administration.
LAKE COUNTY	Shall have the meaning set forth in the preamble to this Agreement.
<u>Monthly Cost of</u> <u>Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

<u>Monthly Farebox</u> <u>Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<b>Monthly Payment</b>	Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost</u> 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.
<u>Service Area</u> 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</u> <u>**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. **<u>TERMINATION.</u>**

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. <u>Termination for Breach</u>. 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. **PAYMENT FOR BUS SERVICE.** 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 <u>Exhibit</u> <u>"B"</u> attached hereto.

7. <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.

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. <u>NON-ASSIGNABILITY</u>. This Agreement if not assignable by either Party without the prior written consent of the other Party.

10. **<u>RELATIONSHIP OF OTHER PARTIES</u>**. 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. **<u>NO THIRD PARTY BENEFICIARY</u>**. This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

12. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX:	Leonard Antmann, Director of Finance 455 North Garland Avenue Orlando, Florida 32801
Сору:	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
Сору:	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. **<u>GOVERNING LAW</u>**. 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. <u>MISCELLANEOUS CLAUSES</u>.

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. **Default/Notice/Procedure to Resolve Disputes**. The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the 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.

1. <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. <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 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: \_\_\_\_\_

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:

By:

Attest:

## LAKE COUNTY By LAKE COUNTY BOARD OF COUNTY COMMISSIONERS

By:\_\_\_

(Signature of Authorized Official)

(Print Name and Title of Person Signing)

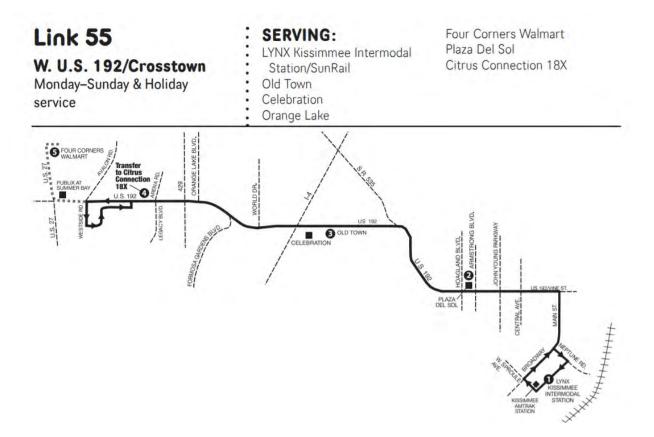
Dated:

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# EXHIBIT "A"

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

# **Effective: July 2020**



## "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**

#### **FY2021 Billing Schedule** Amount October-20 \$25,574 \$25,574 November-20 December-20 \$25,574 \$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 \$25,571 September-21

**Annual Funding Request from County** 

\$306,885

\$306,885

PTC-4 7-16-19

#### **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

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(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 1<sup>st</sup> day of October 1, 2020, by and between:

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX** (hereinafter referred to as "<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

**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 "<u>Association</u>").

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 <u>Exhibit "A"</u> attached hereto (the "<u>POA Area</u>"); 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:

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Association</u>	shall mean Universal Boulevard Property Owners Association, Inc.
<u>Bus Service</u>	shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	shall mean the 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.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FEES</u>	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.
ГТ А	aball maan the Dedanal Transit Administration
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>FTA</u> Monthly Cost of Bus Service	shall mean the rederal Transit Administration. shall mean the cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
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<u>Monthly Cost of</u> <u>Bus Service</u> <u>POA</u> <u>POA Area</u>	<ul> <li>shall mean the cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.</li> <li>shall mean the Association, as the property owners association.</li> <li>shall mean the area for which the Association was formed as a property owners association, as described and set forth in <u>Exhibit "A"</u> attached hereto.</li> </ul>

2. <u>**PROVIDING OF BUS SERVICE**</u>. 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.

(b) <u>Termination for Breach</u>. Unless breach is waived by the Association 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 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. <u>PAYMENT FOR BUS SERVICE</u>. 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.

10. **BOND**. The Association shall not be required to furnish the Owner with any bond 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. <u>NON-ASSIGNABILITY</u>. This Agreement if not assignable by either Party without the prior written consent of the other Party.

12. <u>**RELATIONSHIP OF OTHER PARTIES**</u>. 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. **<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,

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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. **<u>GOVERNING LAW</u>**. 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.

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(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:\_\_\_\_\_\_(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.

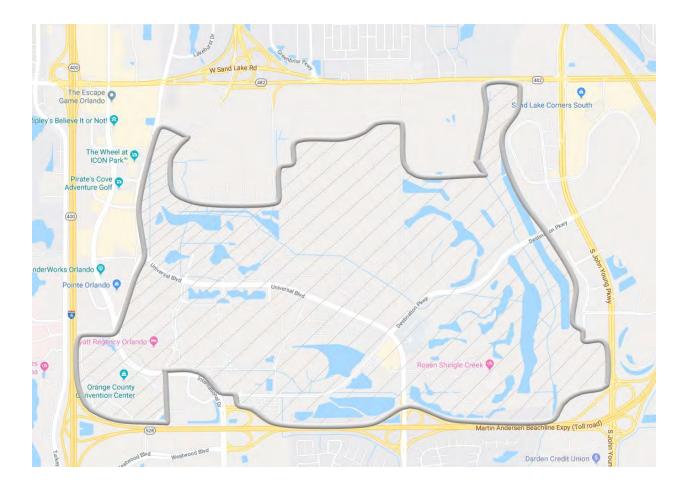
By: \_\_\_\_\_

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: A	pril 28, 2019		
	0	perates Daily (I	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

## <u>EXHIBIT "D"</u> Schedule of Fee Payments

Link 58 Shingle Creek Service Costs Effective: August 1, 2020

Daily:	
AM Peak Start	6:29 AM
AM Peak End	9:43 AM
AM Peak Hours	3.23
Deadhead	0.92
AM Peak Platform Hours	4.15
MID-DAY Start	No Mid-day Service
MID-DAY End	No Mid-day Service
MID-DAY Hours	0.00
Deadhead	0.00
MID-DAY Platform Hours	0.00
PM Peak Start	1:44 PM
PM Peak End	6:13 PM
PM Peak Hours	4.48
Deadhead	0.92
PM Peak Platform Hours	5.40
NIGHT Start	10:14 PM
NIGHT End	11:43 PM
NIGHT Hours	1.48
Deadhead	0.92
NIGHT Platform Hours	2.40
Single Day Total Platform Hours	11.95
Days to Operate (Fiscal Year 2020)	365
Total Fiscal Year 2020 Platform Hours	4,361.75
Hourly Cost	\$49.53
Total Fiscal Year 2020 Operating Cost	\$216,037

# <u>Exhibit "D"</u> 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
The running Request from County	Ψ210,007

## FY2021 Billing Schedule

8	
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