

LYNX Board Agenda

Meeting Date: 9/30/2019
Meeting Time: 1:00 PM

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

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

1. Call to Order

2. Approval of Minutes

-  Board of Directors Meeting Minutes 08.22.19 Pg 4

3. Recognition

- 20 Years of Service Awards
- 25 Years of Service Awards

4. 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.

5. Chief Executive Officer's Report





6. Oversight Committee Report

7. Consent Agenda


A. Request for Proposal (RFP)

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

B. Award Contracts














- i.  Authorization to Award a Contract to Palmdale Oil Company Inc. for Fuel Delivery of Biodiesel through the End of FY2020 Pg 9
- ii.  Authorization to Award a Contract to SEI Fuel Services Inc. for Fuel Delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded Gasoline through the End of FY2020 Pg 11
- iii.  Authorization to Execute a Contract with the Center for Transportation and the Environment for a Not-To-Exceed Amount of \$390,000 for Project Management and Technical Assistance on the Battery Electric Bus Electrification Project Pg 13
- iv.  Authorization to Issue a Contract to SPX d/b/a Genfare for Procurement of Fast Fare Fareboxes and Associated Hardware for Acceptance of Fare from Cash, Smart Cards, and Mobile Ticketing for an Amount Not to Exceed \$4,880,740 Pg 16

C. Extension of Contracts

- i.  Authorization to Exercise the First Option Year for all Contracts Awarded by the Board on May 24, 2018 for Transportation Network Company Alternative Transportation for Mobility Services and Increase Contracts Not-to-Exceed Total by \$8,233,500 through the End of FY2020 Pg 18

D. Miscellaneous


- i. Authorization to Enter into a Sole Source Agreement with Trapeze Software Group, Inc.

	 to Upgrade Mobile Data Terminals and Associated Hardware for an Amount Not to Exceed \$959,118	Pg 20
ii.	 Authorization to Solicit FY2020-2021 Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program	Pg 24
iii.	 Authorization to Approve Insurance Renewal	Pg 26
iv.	 Authorization to Transfer One (1) Revenue Vehicle to The Opportunity Center for the 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program	Pg 28
v.	 Authorization to Transfer Two (2) Revenue Vehicles to The Good Samaritan Society, a 501(c) (3) Non-Profit, Private Charitable Organization	Pg 30
vi.	 Authorization to Execute Change Order #2 in the Amount of \$310,955 to McCree General Contractors & Architects, Inc. for the LOC Expansion Project	Pg 32
vii.	 Authorization to Enter into a Hold Harmless Agreement with the City of Orlando Related to the LOC Expansion Project	Pg 35
	-Attachments 	
viii.	 Authorization to Update the Longevity Program Policy	Pg 42
	-Attachments  	
ix.	 Authorization to Approve the Top Rate Increase Based on Wage Re-Opener with Amalgamated Transit Union (ATU) Local 1749	Pg 47
x.	 Authorization to Initiate Public Outreach Process for Fiscal Year 2020 Proposed Service Changes	Pg 49

8. Action Agenda





A.	 Authorization to Adopt Fiscal Year 2020 Operating and Capital Budgets	Pg 51
	-Attachments  	
B.	 Authorization to Enter into the FY2020 Service Funding Agreements with the Regional Funding Partners	Pg 80
	-Attachments    	
C.	 Authorization to Enter into the FY2020 Service Funding Agreements with the Municipal Funding Partners	Pg 190
	-Attachments  	
D.	 Authorization to Execute Bus Service Agreements: 1.) #20-C001 with the Econ River High School - Greater Orlando Campus (SHS) in the Amount of \$203,213.25 for a Period of One (1) Year; 2.) #18-C145 with Reedy Creek Improvement District (RCID) in the Amount of \$342,995 for a Period of One (1) Year; and 3.) #18-C144 with Lake County in the Amount of \$283,500 for a Period of One (1) Year	Pg 229
	-Attachments   	

9. Information Items

A.	 Notification of Settlement Agreements Pursuant to Administrative Rule 6	Pg 270
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10. Other Business

11. Monthly Reports

A.	 Communication Monthly Report – August 2019	Pg 271
B.	 Mobility Service Reports	Pg 280
	-Attachments 	
C.	 Ridership Report for July 2019	Pg 294
	-Attachments 	

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

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

LYNX
Central Florida Regional Transportation Authority
Board of Directors' Meeting Minutes

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

DATE: **August 22, 2019**

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

Members in Attendance:

Viviana Janer, Commissioner, Osceola County BoCC
Jerry Demings, Mayor, Orange County
Lee Constantine, Commissioner, Seminole County BoCC, Chair

Members Absent:

Buddy Dyer, Mayor, City of Orlando
Mike Shannon, Secretary, 5th District, Florida Department of Transportation

1. Call to Order

Chair Constantine called the meeting to order at 2:05 p.m.

2. Approval of Minutes

Commissioner Janer moved to approve the Board of Directors meeting minutes of July 25, 2019. Mayor Demings seconded. The minutes were approved as presented.

3. Public Comments

Joanne Cornelus, 324 Clermont Avenue, Lake Mary FL. 32746
Requesting Phase II to be completed going to Deland and get on to Phase III as soon as possible. She requested that LYNX close the gap and provide 24 hour service, weekends and holiday service so that no one is stranded without transportation. In addition, she requested a bus line to operate north and south on Country Club Road.

Commissioner Constantine requested that Joanne speak with Mr. Harrison after the meeting.

4. Chief Executive Officer's Report

Mr. Harrison, Chief Executive Officer announced that the Federal Transit Administration had recently conducted their Triennial review. There were some minor corrective actions, of which the LYNX team promptly responded to promptly. A final report will be forthcoming in September 2019.

Mr. Harrison reminded the board members of the service changes effective on Sunday, August 25, 2019. These changes were approved by the board on Thursday, July 25, 2019.

Mr. Harrison submitted a letter on behalf of LYNX to the Florida Department of Environmental Protection regarding the mitigation plan that the state has in place regarding the Volkswagen Settlement.

The Preliminary Budget presentations to the funding partners are finalized. This committee will receive a workshop on the FY2020 budget today, and it will be brought back as an Action Agenda Item in September.

5. Oversight Committee Report

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier that afternoon. She stated that the committee approved the minutes from the July 27, 2019 Oversight Meeting. Amanda Clavijo, Chair of the Finance and Audit Committee meeting provided an update on the Finance and Audit Committee dated August 16, 2019. They received the 3rd quarter operating results presentation and approved to move the FY2020 Preliminary Operating and Capital budget to the Oversight Committee, and to the LYNX Governing Board.

The Oversight Committee recommended approval of the Consent Agenda items 6.a through 6.h. It was recommended that item 6.i., which was the authorization to purchase fifty seven (57) Paratransit and Five (5) Neighborlink replacement vehicles with conversion kits allowing for use of Compressed Natural Gas (CNG), be removed and brought back in September.

Mr. Francis reviewed the 3rd quarter operating results.

There was a presentation of the Preliminary Operating Capital Budgets for FY2020. The Oversight Committee recommended approval of both budgets. The Board will get a work session later on today on that meeting.

Commissioner Janer continued, stating that Ms. Monterville presented an update of the Transit Development Plan that needs to be submitted to FDOT for review. This update is required in order for LYNX to receive its funding for the annual state block grant.

6. Consent Agenda:

Mr. Harrison stated there were no changes in the consent agenda, but recommended pulling item 6.B.viii., Authorization to Purchase Fifty Seven (57) Paratransit and Five (5) Neighborlink Replacement Vehicles with Conversion Kits Allowing for use of Compressed Natural Gas (CNG) because Ford Motor Company is changing its specifications and we will need to make some changes on that. This will be brought back next month.

Commissioner Janer moved to approve Consent Agenda items 6.A.i through 6.B.vii, with the exception of 6.B.viii. Mayor Demings seconded, motion passed unanimously.

7. Action Items:

A. Authorization to Submit the FY2020 Transit Development Plan Annual Update

Tomika Monterville, Director of Planning and Development requested the Board of Director's authorization to submit the FY2020 Transit Development Plan (TDP) Annual update to the Florida Department of Transportation (FDOT) for approval to meet Block Grant funding requirements.

Commissioner Janer moved to approve. Mayor Demings seconded. The motion passed unanimously.

8. Work Session

Bert Francis, Chief Financial Officer provided an update on the FY2020 Proposed Operating and Capital Budgets

The proposed FY2020 Operating budget totals \$148,911,424 in revenues and \$148,911,424 in expenses and is funded by generated funds, federal, state and local dollars.

Some items had to be adjusted in an effort not to tap into the reserves or requesting additional money from the funding partners.

The proposed FY2020 Capital budget is in the amount of \$69,917,594. Ninety (90) percent of these are from federal grants and the rest are from state and local funding.

The proposed budget was reviewed by the Finance and Audit and Oversight Committees with much detail and explanation and has been approved by both bodies.

9. Information Items:

There were two items for review purposes only, no action was requested.

- A. Notification of a Sole Source Agreement with Trapeze Group, Inc. for Trip Broker API for LYNX Mobility Services
- B. Notification of Settlement Agreements Pursuant to Administrative Rule 6

10. Other Business:

No other business was reported

11. Monthly Reports: (For review purposes only)

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

- A. Communications Report for July 2019
- B. Mobility Service Reports
- C. Planning and Development Report
- D. Ridership Report for June 2019

Mayor Demings expressed his gratitude to Mr. Harrison and his team for their support during his first Transportation Town Hall meeting at LYNX on Thursday, August 21, 2019.

The meeting adjourned at 3:01 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the August 22, 2019 LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

Assistant

LYNX Board Agenda

Consent Agenda Item #7.A. i

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

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

Date: 9/30/2019

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #7.B. i

To: LYNX Board of Directors

From: Leonard Antmann
DIRECTOR OF FINANCE
Warren Hersh
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Award Contracts
Authorization to Award a Contract to Palmdale Oil Company Inc. for Fuel
Delivery of Biodiesel through the End of FY2020

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contract to Palmdale Oil Company Inc. for fuel delivery of Biodiesel through the end of FY2020.

BACKGROUND:

On June 28, 2019 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel, 87 Octane Unleaded, and Biodiesel. On July 25 2019, eleven (11) suppliers submitted bids.

The current Contract expires on September 30, 2019. 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 as determined by LYNX. LYNX shall not be obligated to purchase any minimum quantity of fuel. Lynx averages an annual fuel consumption of 650,000 gallons Biodiesel.

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The bid results are as follows:

	<u>Biodiesel</u>	<u>Pump off Fee</u>
PALMDALE OIL COMPANY PLATTS	(.0437)	\$00.00
SEI Fuel Services Inc.	No Bid	\$45.00
Colonial Oil Industry	0.1149	\$100.00
PS Energy Group Inc.	0.0362	\$00.01
Indigo Energy	No Bid	\$60.00
World Energy Downstream LLC	0.0250	\$00.01
TV Guy Orlando, LLC dba MDB Services	No Bid	\$75.00
Mansfield Oil Company	0.1056	\$55.00
Papco	No Bid	\$60.00
Lynch Oil Company	0.1600	\$25.00
Petroleum Traders	No Bid	\$75.00

FISCAL IMPACT:

LYNX staff included \$11,805,560 in the FY2019 Amended Operating Budget for all fuel purchases. FY2019 year-to-date fuel purchases total \$9,282,927. FY2020 Preliminary Operating Budget includes \$12,160,726 for all fuel purchases.

LYNX Board Agenda

Consent Agenda Item #7.B. ii

To: LYNX Board of Directors

From: Leonard Antmann
DIRECTOR OF FINANCE
Warren Hersh
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Award Contracts
Authorization to Award a Contract to SEI Fuel Services Inc. for Fuel
Delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded Gasoline
through the End of FY2020

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contract to SEI Fuel Services Inc. for fuel delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded Gasoline through the end of FY2020.

BACKGROUND:

On June 28, 2019 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 July 25, 2019, with eleven (11) suppliers' submitted bids received.

The current Contract expires on September 30, 2019. 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 3.5 million gallons diesel, 1.3 million gallons unleaded gasoline.

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The bid results are as follows:

	87 Octane Gasoline	Ultra Low Sulfur Diesel	Pump off Fee
SEI FUEL SERVICES INC	(.012974)	(.010498)	\$45.00
Colonial Oil Industry	0.1443	0.1276	\$100.00
PS Energy Group Inc.	0.0325	0.0325	\$00.01
Indigo Energy	0.1194	0.1438	\$60.00
World Energy Downstream LLC	No Bid	No Bid	\$00.01
TV Guy Orlando, LLC dba MDB Services	0.2061	0.2469	\$75.00
Mansfield Oil Company	0.0562	0.1256	\$55.00
Palmdale Oil Company Platts	0.1206	0.1478	\$00.00
Papco	0.0409	0.1478	\$60.00
Lynch Oil Company	0.1600	0.1600	\$25.00
Petroleum Traders	0.1055	0.1462	\$75.00

FISCAL IMPACT:

LYNX staff included \$11,805,560 in the FY2019 Amended Operating Budget for all fuel purchases. FY2019 year-to-date fuel purchases total \$9,282,927. FY2020 Preliminary Operating Budget includes \$12,160,726 for all fuel purchases.

LYNX Board Agenda

Consent Agenda Item #7.B. iii

To: LYNX Board of Directors

From: William Slot
CHIEF INNOVATION SUSTAIN OFF
William Slot
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Award Contracts
Authorization to Execute a Contract with the Center for Transportation
and the Environment for a Not-To-Exceed Amount of \$390,000 for Project
Management and Technical Assistance on the Battery Electric Bus
Electrification Project

Date: 9/30/2019

ACTION:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract for Project Management and Technical Assistance to the Center for Transportation and the Environment (CTE) in an amount not to exceed \$390,000 for a period of four years.

BACKGROUND:

On April 25, 2019, the LYNX Board of Directors authorized LYNX to submit a grant application to the Federal Transit Administration (FTA) for the FY19 Competitive Funding Opportunity, Section 5339 Low or No Emission Grant Program (Low-No), for LYMMO electric buses and charging equipment. LYNX included in the Project Implementation Strategy the selection of CTE to serve as project manager and to provide technical assistance throughout the project.

The Low-No funding opportunity released on March 21, 2019 authorizes an eligible recipient "to submit an application in partnership with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. If an application that involves such a partnership is selected for funding, the competitive selection process will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C.

LYNX Board Agenda

5325(a) for the named entities.” LYNX included as part of the project partnership the selection of CTE to serve as project manager and to provide technical assistance throughout the project.

The application was submitted to include the costs of charging stations and the incremental cost of purchasing seven (7) battery electric buses rather than diesel buses.

CTE is a 501(c)(3) non-profit organization founded in 1993. CTE’s mission is to improve the health of our climate and communities by bringing people together to develop and commercialize clean, efficient, and sustainable transportation technologies. CTE collaborates with federal, state, and local governments; fleets; and vehicle technology manufacturers to advance clean, sustainable, and innovative transportation and energy technologies. Since 1993, CTE has managed a portfolio of more than \$530 million in research, development, and demonstration projects funded by a variety of federal and state organizations including the U.S. Departments of Transportation, Energy, Defense, and Interior, as well as the California Air Resources Board (CARB) and California Energy Commission. LYNX recently completed work with CTE on the prototype Thermo Electric Generator demonstration project in which heat from engine exhaust was used to generate electrical power for potential use by on-board bus systems.

CTE is experienced in developing, implementing, and administering advanced transportation technology projects, with a focus on zero-emission transit buses. The lack of widespread deployments can present challenges for transit agencies unfamiliar with the technology. CTE has provided technical assistance and project management services to more than 60 transit agencies that have either deployed, or will soon deploy, more than 265 zero-emission buses. CTE has developed a Zero-Emission Smart Deployment Methodology to ensure that the fleet operator matches the most appropriate propulsion technology to the intended use, operational strategy, and deployment situation.

The budget submitted includes:

\$1,961,233	5339(c) funding request
\$1,750,000	5339 (c) local match
<u>\$3,634,131</u>	Other Federal Funds
\$7,345,364	Total Cost

The local match is secured and is a combination of \$850,000 committed by the City of Orlando and \$900,000 committed by the Orlando Utilities Commission.

The project budget submitted with the grant application includes the following for services by CTE:

\$ 10,000	Pre/Post Buy America Audit
\$ 50,000	Quality Management and Quality Assurance
<u>\$ 330,000</u>	Project Management and Technical Assistance
\$ 390,000	Project Management and Assistance

The FTA announced on July 26, 2019 \$84.9 million in grant selections, including \$1,961,233 for LYNX. This amount fully funds the LYNX request in the submission.

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FISCAL IMPACT:

LYNX staff included in the preliminary FY29 Capital Budget \$7,345,364 for seven (7) electric vehicles. LYNX has been awarded \$1,961,233 for the above project through the Low-No competitive grant process. The remaining funds will come from existing Federal grants \$3,634,131 programed for diesel replacement vehicles, plus \$1,750,000 from local funds.

LYNX Board Agenda

Consent Agenda Item #7.B. iv

To: LYNX Board of Directors

From: William Slot
CHIEF INNOVATION SUSTAIN OFF
Leonard Antmann
(Technical Contact)
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6146

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

Date: 9/30/2019

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

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

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

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

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

LYNX intends to install the fixed route portion of the fareboxes and associated hardware through this authorization. Procurement staff will negotiate the bid price with Genfare to minimize the cost of the installation. The bid includes \$623,877 in optional hardware that can be installed in the paratransit fleet as a later phase.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

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Consent Agenda Item #7.C. i

To: LYNX Board of Directors

From: Norman Hickling
DIRECTOR OF MOBILITY SERVICES
Norman Hickling
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Extension of Contracts
Authorization to Exercise the First Option Year for all Contracts Awarded
by the Board on May 24, 2018 for Transportation Network Company
Alternative Transportation for Mobility Services and Increase Contracts
Not-to-Exceed Total by \$8,233,500 through the End of FY2020

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year for three (3) existing contracts to September 30, 2020, for purchased transportation services provided by Taxi and Transportation Network Company (TNC) suppliers; OWL, Inc., City Cab Company of Orlando, LLC dba Mears, and UZURV Holdings, Inc., on behalf of LYNX Mobility Services. In addition, LYNX seeks to increase the Not to Exceed (NTE) amount by \$8,233,500 for funding of the noted Taxi/TNC service providers thru FY2020.

BACKGROUND:

On February 1, 2018, the Board of Directors authorized LYNX staff to release a Request for Proposal (RFP) for the purchase of alternate transit providers for ACCESS LYNX. The RFP was released on March 15, 2018. The RFP was posted on the LYNX Procurement website, DemandStar, and sent directly to interested suppliers. Seven (7) organizations responded to the RFP. After a thorough review of the proposals, five (5) suppliers were recommended for contracts, which are listed below:

- Elite Holdings Management Group, Inc., dba Elite Transport
- DDJ Transportation, Inc.
- OWL, Inc.
- UZURV Holdings, Inc.
- City Cab Company of Orlando, LLC

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On May 24, 2018, the Board of Directors authorized contracts to be awarded and the not-to-exceed amount of \$1,500,000 for all TNC alternative transportation for Mobility Services contracts.

On January 24, 2019, the Board of Directors authorized a not-to-exceed total of \$5,100,000 for TNC transportation services. That action provided authorized funding for all executed TNC contracts through May 2019.

On June 27, 2019, the Board of Directors authorized an extension of the first year of the contracts to September 30, 2019 to align with the agency fiscal year end. This provided a contract authorization not-to-exceed of \$7,900,000 to support funding of TAXI/TNC transportation services throughout the remainder of FY2019. 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., have been utilized for purchased TNC services.

The primary contractor, MV Transportation, has been contractually allocated 37,000 trips per month. LYNX continues to experience significant increase in demand and growth for mobility services above the primary contractor allocation. The increased demand has been serviced by the TNC's.

FISCAL IMPACT:

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

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Consent Agenda Item #7.D. i

To: LYNX Board of Directors

From: William Slot
CHIEF INNOVATION SUSTAIN OFF
William Slot
(Technical Contact)
Kenneth Jamison
(Technical Contact)
Craig Bayard
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Miscellaneous
Authorization to Enter into a Sole Source Agreement with Trapeze Software Group, Inc. to Upgrade Mobile Data Terminals and Associated Hardware for an Amount Not to Exceed \$959,118

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate with Trapeze Software Group, Inc. to enter into a sole source agreement to procure and install Mobile Data Terminals and associated hardware in an amount not to exceed \$959,118.

BACKGROUND:

LYNX implemented Computer Aided Dispatch (CAD) in 2010 with Trapeze Software Group, Inc./TripSpark (Trapeze). Mobile Data Terminals (MDTs) on the fixed route buses are the interface for the Bus Operator to receive and perform work assignments and provide bus location updates back to the CAD system. These fixed-mount computers provide two-way wireless communication, electronic dispatching, in-vehicle navigation, and more. The Trapeze CAD system uses MDTs branded as "Ranger."

The Board of Directors authorized staff at its September 27, 2018 meeting to enter into a sole source agreement with Trapeze for the conversion of the bus fleet operating on the Clever Devices CAD system to the Trapeze system. This conversion of 106 buses included the installation of the current Ranger version 4 units.

The remainder of the fixed route fleet have Ranger version 1 or version 2 units installed. These units use cellular 2G services for wireless connection. Cellular providers are discontinuing the 2G and 3G networks with the LYNX provider not supporting this service after December 2019.

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This authorization will allow LYNX to upgrade the remaining Ranger version 1 and 2 units to the current version 4 which operates on the 4G cellular networks. This procurement will be a sole source agreement as this is a required hardware component of an existing system which requires vender specific hardware for compatibility.

The cost of the upgrades consists of:

In Vehicle Equipment	\$651,200
Services and Installation	\$219,275
Shipping	\$ 1,450
Contingency (10%)	<u>\$ 87,193</u>
Total Authorization	\$959,118


FISCAL IMPACT:

LYNX staff has included \$1,152,525 in the Preliminary FY2020 Capital Budget for the upgrades described.



Sole Source Justification Letter

DATE: September 19, 2019

TO: Maurice A. Jones, Manager of Procurement 

REQUESTED BY: Doug Jamison, Senior ITS Developer, Planning

SUBJECT: Upgrade Ranger 2 to Ranger 4 Sole Source Justification

BACKGROUND: LYNX implemented Computer Aided Dispatch (CAD) in 2010 with Trapeze Software Group, Inc./TripSpark (Trapeze). Mobile Data Terminals (MDTs) were installed on the fixed route buses, consisting of Ranger 1 and Ranger 2 models. These fixed-mount computers provide the interface for the Bus Operator to the back office CAD system. The Ranger MDT is the only hardware that can interface with the Trapeze CAD system.

LYNX converted 106 buses from the Clever Devices CAD system to the Trapeze CAD system. These buses were equipped with the current Ranger 4 units. This leaves 200 buses operating with Ranger 1 or Ranger 2 units.

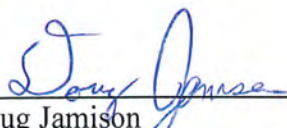
Ranger 1 and Ranger 2 units communicate on the 2G cellular networks. Cellular providers are all discontinuing the 2G and 3G networks with the LYNX cellular provider not supporting this service after December 2019. Ranger 1 and Ranger 2 units that operate on the 2G cellular network will begin to lose connectivity as the network is retired.

SOLE SOURCE JUSTIFICATION: The Ranger 4 units are the only on-bus computers that can interface with the existing Trapeze CAD system. This is an upgrade of a major component to this system required due to the "sunset" of the 2G cellular networks by the telecommunications industry. This upgrade is required before network cell towers on the 2G network cease operation. An award to another contractor would result in the need for a second, duplicate CAD system that operates with their on-bus MDT system.

COST/PRICE ANALYSIS: The cost of components has been previously negotiated between LYNX and Trapeze and is included in Exhibit C of the executed Master Purchase Agreement and Annual Maintenance Support Agreement, executed between LYNX and Trapeze on November 1, 2017. The installation costs have been negotiated by Trapeze with a third party provider in the Central Florida area. Trapeze is quoting \$173,750 for labor for the installations with a total installation cost of \$219,275 when adding in project management and expenses. This equates to \$1,096.36 per unit for 200 units. LYNX installed 100 units in FY2019 with internal labor. Per

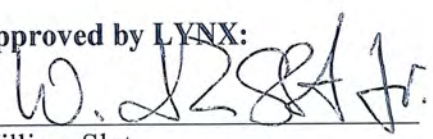
the LYNX Budget Division, LYNX budgeted \$118,000 in direct internal dedicated labor, or \$1,180 per unit for 100 units. The Trapeze quote is in line with the costs incurred by LYNX for internal installation.

Based on the information presented above, and as specified by FTA C 4220.1F guidelines, we have determine that Trapeze is a responsible source and no other supplies or services will satisfy LYNX's requirements for this upgrade.



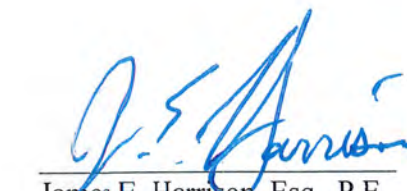
Doug Jamison
Senior ITS Developer, Planning

9/19/2019
Date:

Approved by LYNX:


William Slot
Chief Innovation and Sustainability Officer

9/19/19
Date:



James E. Harrison, Esq., P.E.
Chief Executive Officer
9/20/19
Date:

Cc: Warren Hersh, Comptroller

LYNX Board Agenda

Consent Agenda Item #7.D. ii

To: LYNX Board of Directors

From: Tiffany Homler Hawkins
CHIEF ADMINISTRATIVE OFFICER
Tiffany Homler Hawkins
(Technical Contact)
Belinda Balleras
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Miscellaneous
Authorization to Solicit FY2020-2021 Project Applications for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to conduct the competitive process to select projects and sub-recipients for the Federal Transit Administration (FTA) Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program.

BACKGROUND:

LYNX is the agency designated to administer the FTA's Section 5310 funding program in the urbanized areas of Orlando and Kissimmee. As the designated recipient, LYNX has the responsibility to develop a program of projects, including soliciting projects from non-profit organizations and other eligible entities under Section 5310 that serve seniors and individuals with disabilities. The Section 5310 program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation services and Americans with Disabilities Act (ADA) complementary paratransit services.

Eligible activities under FAST Act include:

1. Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.
2. Public transportation projects that exceed the requirements of the ADA.

LYNX Board Agenda

3. Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
4. Alternatives to public transportation that assist seniors and individuals with disabilities.

LYNX Mobility Management completed the FY 2020 update of the Transportation Disadvantaged Service Plan (TDSP), a requirement by the State of Florida Commission for the Transportation Disadvantaged (CTD) and was approved by METROPLAN ORLANDO's Local Coordinating Board (LCB) on May 9, 2019. Included in the TDSP is the 5310 locally developed and coordinated public transit-human services transportation plan for FTA's Section 5310.

LYNX staff intends to competitively solicit project applications from non-profit organizations and other 5310 eligible entities to select sub-recipients. LYNX has successfully worked with non-profit agencies that have current coordination agreements to strive towards a common goal of providing cost-effective and efficient transportation services for seniors and individuals with disabilities. The 5310 trips provided directly by human service agencies to their respective clients are cost effective and reduces the need to provide paratransit trips to eligible riders.

FISCAL IMPACT:

LYNX staff will include the Section 5310 project award in future operating and capital budgets as appropriate.

LYNX Board Agenda

Consent Agenda Item #7.D. iii

To: LYNX Board of Directors

From: **Melanie Stanisic**
DEPUTY DIRECTOR OF RISK MGMT
Melanie Stanisic
(Technical Contact)
Melanie Stanisic
(Technical Contact)

Phone: 407.841.2279 ext: 6167

Item Name: Miscellaneous
Authorization to Approve Insurance Renewal

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting Board of Director's authorization for the Chief Executive Officer (CEO) or designee, with the assistance of Arthur J. Gallagher, Broker, to negotiate premium and bind coverage on behalf of LYNX for the upcoming one year renewals October 1, 2019 to October 1, 2020 for a Not-to-Exceed amount of \$455,680.

BACKGROUND:

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

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

LYNX Board Agenda

Line of Coverage	FY19 Premium	FY20 Premium	FY19-FY20 Variance	% Change
General Liability	\$33,370	\$34,310	\$940	2.75%
Crime	\$1,175	\$1,175	\$0	0%
Public Officials & EPL	\$88,317	\$92,821	\$4,504	5.00%
Auto Physical Damage	\$225,523	\$254,726	\$29,203	11.50%
Road Ranger Auto Liability	\$53,658	\$47,141	(\$6,517)	-12.20%
Road Ranger Auto Physical Damage	\$18,668	\$25,507	\$6,839	26.80%
TOTAL	\$420,711	\$455,680	\$34,969	7.50%

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

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

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #7.D. iv

To: LYNX Board of Directors

From: Leonard Antmann
DIRECTOR OF FINANCE
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Miscellaneous
Authorization to Transfer One (1) Revenue Vehicle to The Opportunity Center for the 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer one (1) revenue vehicle to The Opportunity Center, a 501(c) (3) non-profit, private charitable organization which provides services to adults with developmental disabilities.

BACKGROUND:

LYNX maintenance staff has identified one (1) revenue vehicle for utilization by one of our Section 5310 awarded agencies, The Opportunity Center. Through this vehicle transfer, The Opportunity Center will provide the unique and specialized transportation of their clients directly at their expense. This vehicle transfer is included in the application submitted by The Opportunity Center in our Section 5310 -Enhanced Mobility of Seniors and Individuals with Disabilities Program.

This vehicle transfer affords LYNX the opportunity to leverage partnerships with our coordinated agency and improve efficiency in the delivery of services for specialty medical needs. The types of clients served by The Opportunity Center are adults with developmental disabilities who are low income and cannot access traditional transportation. The transportation service is door-to-door for ambulatory and wheelchair residents. The Opportunity Center can effectively handle their client trips at their own expense, for significantly less than our paratransit one-way trip cost.

LYNX Board Agenda

The transfer of (1) revenue vehicle will not require Federal Transit Administration (FTA) approval as there is no federal share remaining on the vehicle and the fair market value is below \$5,000. These vehicles are being transferred “as is”.

FISCAL IMPACT:

The net book value of the revenue vehicle and related components is \$0.

Vehicle Listing

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
15420	121042	2/1/2013	RV	Turtle top Bus Paratransit	4	\$71,033	0
				Totals		\$71,033	\$0

LYNX Board Agenda

Consent Agenda Item #7.D. v

To: LYNX Board of Directors

From: Leonard Antmann
DIRECTOR OF FINANCE
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Miscellaneous
Authorization to Transfer Two (2) Revenue Vehicles to The Good Samaritan Society, a 501(c) (3) Non-Profit, Private Charitable Organization

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer two (2) revenue vehicles to The Good Samaritan Society, a 501(c) (3) non-profit, private charitable organization which provides assisted living and health care services to Seniors.

BACKGROUND:

LYNX maintenance staff has identified two (2) revenue vehicles for utilization by one of our Section 5310 awarded agencies, The Good Samaritan Society. Through this vehicle transfer, The Good Samaritan Society will provide the unique and specialized transportation of their clients directly at their expense. This vehicle transfer is included in the application submitted by The Good Samaritan Society in our Section 5310 -Enhanced Mobility of Seniors and Individuals with Disabilities Program.

This vehicle transfer affords LYNX the opportunity to leverage partnerships with our coordinated agency and improve efficiency in the delivery of services for specialty medical needs. The vehicles will be used to transport residents of the Good Samaritan Society at Kissimmee Village to and from medical appointments. The transportation service is door-to-door for ambulatory and wheelchair residents. The Good Samaritan Society can effectively handle their client trips at their own expense, for significantly less than our paratransit one-way trip cost.

The transfer of (two) revenue vehicles will not require Federal Transit Administration (FTA) approval as there is no federal share remaining on the vehicles and the fair market value of each is below \$5,000. These vehicles are being transferred "as is".

LYNX Board Agenda

FISCAL IMPACT:

The net book value of the revenue vehicles and related components is \$0.

Vehicle Listing

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value
16933	130782	12/31/2013	RV	TURTLE TOP ODYSSEY PARATRANSIT BUS	4	\$72,023	\$0
16806	130780	9/30/2013	RV	TURTLE TOP ODYSSEY PARATRANSIT BUS	4	\$72,023	\$0
Totals						\$144,046	\$0

LYNX Board Agenda

Consent Agenda Item #7.D. vi

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

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

Date: 9/30/2019

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

On February 28, 2019, the LYNX Board of Directors approved Change Order # 1 in the amount of \$800,955 for the LOC Expansion Project. Items included in this change order included: changes to the original administrative building, establishing a maintenance facility, including a

LYNX Board Agenda

security system tie-in, additional bus wash bays to increase efficiency, Haz-Mat storage, additional motorized gate for entrance at abandoned cul-de-sac location, and a larger backup generator for emergency dispatch.

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

Project Detail

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

CEI Services	\$227,000			\$227,000
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Contingencies	\$322,706	\$347,085	(\$310,955)	\$358,836
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LYNX Board Agenda

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PROJECT COST	\$4,283,872	\$1,148,040	-0-	\$5,431,912.00
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Funding Analysis

FDOT Funding				\$2,500,000
LYNX Matching Portion				\$2,500,000
FTA Funding (Design)				\$204,912
FTA Funding (CEI)				\$227,000
TOTAL PROJECT FUNDING				\$5,431,912

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #7.D. vii

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Miscellaneous
Authorization to Enter into a Hold Harmless Agreement with the City of Orlando Related to the LOC Expansion Project

Date: 9/30/2019

ACTION REQUESTED:

Staff is requesting the Board of Directors authorization for the Chief Executive Officer (CEO) or designee to approve LYNX entering into a Hold Harmless Agreement with the City of Orlando with related to the LOC Expansion Project.

BACKGROUND:

As part of the LOC Expansion Project, a replat of the property is required. The original plat of the property showed a cul-de-sac at the terminus Industrial Boulevard on the LYNX property.. As a requirement of the permit for this project, this cul-de-sac is being modified and replaced by an appropriately designed interface. This will be dedicated as right-of-way to the City of Orlando. Additionally, the original plat has several easements that are not needed and will also be abandoned. Both of these items have triggered the need for a replat.

Typically a replat occurs first and then construction is allowed to commence. However, the City of Orlando has a process in place that allows for the issuance of permits to allow construction to commence while the platting process takes place. The attached Hold Harmless agreement is the means for this to occur.

FISCAL IMPACT:

The City of Orlando requires a security deposit of \$10,000.00. This has been accounted for in the project costs associated with this project. The deposit is refundable upon completion of the replat.

HOLD HARMLESS AGREEMENT

The Planning Director, or his designee, has been authorized by City Council to issue building permits to allow construction to commence while the platting process takes place. Such permits shall be authorized in conjunction with the following requirements:

1. A Hold Harmless Agreement (attached) shall be submitted to the City Planning Division by the applicant. Please fill in the appropriate blanks (do not re-type the agreement).
2. Provisions or use of this authorization shall be primarily for minor plats; it can be used for major plats but provision of the deposit shall not waive the requirement for bonded improvements (for infrastructure and public/private improvements).
3. No Certificate of Occupancy will be issued prior to recording of the final plat in the Public Records of Orange County.
4. The project is to be reviewed and shall be consistent with all Land Development Code regulations and the requirements of all other appropriate City departments.
5. The applicant shall submit a bank or cashier's check payable to the **City of Orlando** in the amount of the cost of the building construction based on the following schedule:

<u>Amount of Security</u>	<u>Project Value</u>
\$1,000	Less than \$100,000
2,500	\$100,000 to \$500,000
5,000	\$500,001 to \$1,000,000
10,000	over \$1,000,000

The bank or cashier's check must be submitted with the Hold Harmless Agreement to the City Planning Division. Also, provide the address or Orange Co. Assessor's Parcel # and applicable SUB or ENG case # with the agreement and check. Staff cannot process the Hold Harmless Agreement and deposit if the plat has yet to be applied for or submitted for City review.

Any questions regarding the Hold Harmless Agreement should be directed to the Land Development Section of the City Planning Division at 407-246-3609.

(Date) _____

Elisabeth Dang, AICP
Planning Director
City of Orlando
Orlando, FL 32802-4990

Re: Hold Harmless Agreement For:

(Name) _____

(Address) _____

Dear Ms. Dang:

(Name) _____ is a fee simple owner of the property located at (address) _____, and more particularly described in Exhibit "A", attached hereto and incorporated herein, by reference (hereafter referred to as the "Property", and has been in contact with the city of Orlando regarding the issuance of a Building Permit for certain work to be done on the Property.

We hereby acknowledge the requirement that the Property be platted in accordance with the City of Orlando's Land Development Code. We further understand the City's reluctance to issue a Building Permit prior to the recording of a plat for the proposed development.

In order to have the City issue a Building Permit for the proposed structure, and in partial consideration for the issuance of said permit,

(Name) _____ agrees to hold harmless and indemnify the City of Orlando, its agents, and employees, and elected and appointed officials, from and against all claims, damages, losses, expenses, suits, actions, or possible liability, whether in law or in equity, including costs and attorney's fees (and costs and attorney's fees on appeal) resulting in any way from the issuance of this Building Permit.

As a part of the above agreement, we acknowledge that it is the responsibility of the applicant, (Name) _____ to complete the platting process and to provide any additional information or documentation required. We further understand that no Certificate of Occupancy will be requested or issued until the final plat has been recorded in the Official Records of Orange County, Florida. We understand this risk and agree to totally assume the risk if it happens and hold the City harmless as outlined above.

(Name)_____ agrees to submit a bank or cashier's check payable to the City of Orlando in the amount of the cost of the building construction, based on the value of the project (see cover page).

In addition, we agree to pay both the requisite Sewer Benefit Fee for all sewer capacity reserved and the Site Improvement Fee and understand that we have to comply with all other requirements imposed by Federal, State, Regional, and County governments and the City of Orlando.

By signature below, we are binding, (Name) _____ to the agreement and further indicating we have the authority to do so.

OWNER / PARTNER / CORPORATE OFFICER

Print Name: _____

Title: _____

ATTEST:

Partner / Corporate Officer

Title: _____

Printed Name: _____

CORPORATE SEAL

WITNESSES

Printed _____

Printed: _____

APPROVED AS TO FORM AND LEGILTY
For the use and reliance of the City of Orlando,
Florida, only _____, 20____

Printed: _____

CITY ATTORNEY
ORLANDO, FLORIDA

Accepted:

Elizabeth Dang, AICP, Planning Director

Date

LEGAL DESCRIPTION OF THE PROPERTY

NOTARY FOR INDIVIDUAL OWNER

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
(Name) _____, who is personally
known to me or has produced (type of identification)
_____ as identification.

Notary Public
Printed Name _____

My Commission Expires: _____

NOTARY FOR CORPORATION

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (Name of Officer & Title) _____ of (Corporation Name) _____, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) _____.

Notary Public
Print Name _____
My Commission Expires: _____

NOTARY FOR PARTNERSHIP

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by (Name of partner)_____ on behalf of (Partnership Name) _____. He/she is personally known to me or has produced (type of identification)_____ as identification.

Notary Public
Printed Name_____
My Commission Expires: _____

LYNX Board Agenda

Consent Agenda Item #7.D. viii

To: LYNX Board of Directors

From: Terri Setterington
DIRECTOR OF HUMAN RESOURCES
Terri Setterington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Miscellaneous
Authorization to Update the Longevity Program Policy

Date: 9/30/2019

ACTION REQUESTED:

Authorization for the Chief Executive Officer (CEO) or designee to update the Longevity Program Policy.

BACKGROUND:

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

It is the Authority's request to update the policy language and to remove the not to exceed amount of \$1,500.

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

FISCAL IMPACT:

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

HUMAN RESOURCES POLICY/PROCEDURE		No. HR-022
OFFICE OF PRIMARY RESPONSIBILITY: Human Resources <u>2019</u>	EFFECTIVE DATE: 10/25/2001 REV. REV. DATE: <u>September 30,</u>	Page 1 of 2
SUBJECT: Longevity Program		

REPLACES: N/A

OBJECTIVE:

The Central Florida Regional Transportation Authority (hereinafter "Authority") was created by Part III, Chapter 343, Florida Statutes, to own, operate, maintain and manage a public transportation system in the area of Seminole, Orange, Osceola Counties, and to adopt such policies as may be necessary to govern the operating of a public transportation system and public transportation facilities. The ~~Executive Director~~Chief Executive Officer is authorized to establish and administer such policies. Therefore, it is necessary to establish a Longevity Program policy.

SCOPE:

This policy shall apply to all Administrative employees of the Authority.

AUTHORITY:

Authority for this policy and procedure are as follows:

~~Part II, Chapter 343, Florida Statutes~~Florida Statutes, Title XXVI, Chapter 343, Part III
Administrative Rule 2, Board Governance (By Laws), Rule 2.6 Policies and Procedures
Administrative Rule 3, Human Resources

POLICY:

It is the policy of the Authority to encourage employees to remain in our employ and to enjoy a long-term relationship with the agency. To this end, when salary increases are approved within budgetary constraints establishe each fiscal year, employees who have reached the ~~top of their respective salary classification will~~maximum rate of their salary grade range (no longer eligible to receive annual increases to their base pay) may be

eligible to receive an ~~annual one-time compensation payment~~ lump-sum payment equal to the amount of base pay increase awarded that year calculated as a percentage of the employee's annualized base pay.

Employees whose base pay rates are nearing the maximum rate of their salary range will receive an annual adjustment in base salary up to the range maximum. If the amount of the percentage increase to current base rate is higher than the maximum base pay of the pay grade for the year, the employee will receive an increase up to the maximum base pay plus an additional annual lump sum that together with the increase in base pay equals the approved total base pay increase (base pay adjustment plus lump sum payment).

~~At the time of the annual performance evaluation process, employees at the top of their respective pay grade shall be eligible to receive a lump sum payment that will not impact their base salary. The lump sum payment shall be a one-time payment each year of the maximum percent of increase awarded to employees during the annual performance evaluation process.~~

~~**FOR EXAMPLE:** if employees performing at a satisfactory level are eligible to receive a maximum amount of 3%, an employee who has reached the top of their pay grade and their salary and the top of the pay is \$25,000, the employee will be eligible to receive \$750 in a one-time lump-sum payment.~~

~~The annual one-time lump-sum Longevity Payment shall not exceed the amount of \$1,500 under any circumstances.~~

~~This amount will be paid to the employee upon a satisfactory performance evaluation and the recommendation of their manager/supervisor.~~

~~The Longevity payment will be made on a one-time basis at the time that all other general performance-based increases are processed.~~

EXCEPTIONS TO THIS POLICY:

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

AUTHORIZATION:

Executive Director _____

Date _____

Department Director _____

Date _____

45 of 299



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

EXCEPTIONS TO THIS POLICY:

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

LYNX Board Agenda

Consent Agenda Item #7.D. ix

To: LYNX Board of Directors

From: Terri Setterington
DIRECTOR OF HUMAN RESOURCES
Terri Setterington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

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

Date: 9/30/2019

ACTION REQUESTED:

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

BACKGROUND:

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

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

Management

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

Union

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

LYNX ard Agenda

The tentative agreement resulting from this meeting is as follows:

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

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #7.D. x

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
Tomika Monterville
(Technical Contact)
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Miscellaneous
Authorization to Initiate Public Outreach Process for Fiscal Year 2020
Proposed Service Changes

Date: 9/30/2019

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 2020.

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 2020, these service changes are tentatively scheduled to occur in December, April and August.

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

LYNX Bard Agenda

FISCAL IMPACT:

All proposed changes will be supported with funds included in the FY2020 Operating Budget or additional funding, if necessary, from FDOT and/or LYNX' Local Funding Partners upon their approval of the proposed service changes.

LYNX Board Agenda

Action Agenda Item #8.A

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: Authorization to Adopt Fiscal Year 2020 Operating and Capital Budgets

Date: 9/30/2019

ACTION REQUESTED:

LYNX Staff is requesting the Board of Director's to adopt the FY2020 Operating and Capital Budgets as presented.

OVERVIEW:

On April 12, 2019, staff presented a proposed Operating budget to LYNX Finance and Audit Committee for discussion and input. The FY2020 Proposed Operating Budget was prepared based on the following key assumptions:

- FY2020 Funding based on the adopted LYNX Funding Model
- Maximize current service levels through continuation of ongoing efficiencies
- No utilization of reserves
- Maintain current Preventative Maintenance funding Level, as approved by LYNX' Board
- Continue to maximize State Operating Assistance
- Continue to maximize Advertising Revenue
- Maximize anticipated Compressed Natural Gas (CNG) Rebates and Royalties
- Identify additional investment opportunities to maximize Interest Income
- Salary increases consistent with Funding Partners and Board approved Union Labor Agreements.
- Continue to monitor the self-funded Health Insurance Program to identify efficiencies.
- Pursue rebates on prescription drugs to offset Program expense.
- Continue right sizing transit through Mobility Management Model.
- Continue focus on improving customer service.

LYNX Board Agenda

- Continue increase in trip volume for Paratransit activity
- Continuation of Fuel Programs, as appropriate:
 - Fuel Hedging
 - Bio-diesel
 - Compressed Natural Gas

On August 16, 2019 the LYNX staff presented the proposed Operating and Capital budgets to the Finance and Audit Committee and on August 22, 2019 to the Oversight Committee.

The FY2020 Proposed Operating Budget totals \$148,911,424 in revenues and \$148,911,424 in expenses. The Proposed Operating Budget is funded by a combination of LYNX - generated revenue and federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased transportation expenses, leases and miscellaneous expenses.

This proposed budget does not include a fare increase. However, the proposed budget does include additional Preventative Maintenance funding.

Specifically, this budget includes funds from the following sources:

	FY20 Proposed
Customer Fares	\$ 24,682,940
Contract Services	6,368,565
Advertising Revenue	3,600,000
Interest & Other Income	1,769,000
Federal Revenue	19,472,406
State Revenue	13,118,544
Local Revenue	8,477,850
Local Revenue Funding Partner	71,422,119
Total Revenue	\$ 148,911,424

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

	FY20 Proposed
Salaries, Wages & Fringe Benefits	\$ 81,749,161
Other Services	10,850,833
Fuel	12,160,726
Materials & Supplies	7,765,273
Utilities	1,574,203
Casualty & Liability	2,359,684
Taxes & Licenses	595,948
Purchased Transportation	30,301,315
Leases & Miscellaneous	1,519,521
Interest Expense	34,760
Total Expense	\$ 148,911,424

LYNX Board Agenda

Based on discussions with the LYNX Board of Directors, County and City Commissioners, and staff, LYNX is continuing the utilization of its funding model to allocate each jurisdiction's share of the costs of operations in FY2020. Through use of the model, LYNX is able to properly fund its operation and the cost of services is appropriately distributed based on service supplied. The following chart shows the local funding breakdown:

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

LYNX staff has included approximately \$1,432,449 in feeder services funded by the Florida Department of Transportation (FDOT) and other operating expenses to support SunRail in FY2020.

At the May 16, 2019 Finance and Audit Committee meeting, staff presented the FY2020 Preliminary Capital Budget in the total amount of \$95,534,490. Since then, staff discussed capital priorities for FY2020 and applied amounts for projects that would be completed by September 30, 2019. Additionally, staff worked with grants to clarify the funding available for FY20. LYNX staff presented the revised FY2020 Capital Budget in the amount of \$69,917,594.

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

LYNX Board Agenda

The table below identifies capital expenditures by program:

<i>Description</i>		<i>FY2020 Proposed Capital Budget</i>
Vehicles	\$	41,947,029
Support Equipment		8,852,272
Passenger Amenities		8,376,508
Facilities		5,948,497
Technology		2,611,088
Safety & Security		1,532,200
LYMMO State of Good Repair		650,000
TOTAL	\$	69,917,594

The following are the details of each category:

- 1) Vehicles: include expansion and replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
 - 1) (34) 40 Ft CNG Buses
 - 2) (8) 35 Ft Electric Buses
 - 3) (77) Paratransit Vehicles
 - 4) (15) NeighborLink Vehicles
 - 5) Sub-recipient 5310 Vehicles
 - 6) Road Ranger, Support and leased vehicles
- 2) Support equipment: includes the farebox upgrades, automated passenger counter installation, MDT upgrades and other support equipment and furniture.
- 3) Passenger amenities: include shelter installations, and superstop construction.
 - 1) Pine Hills Superstop
 - 2) Rosemont Superstop, includes (10) shelters
 - 3) Florida Mall Superstop
 - 4) Mercy Drive Shelters (8)
 - 5) Other shelters in the system (27)
- 4) Facilities: include funds to complete the LOC expansion; site selection for the southern operations facility and other miscellaneous improvements.
- 5) Technology includes items to improve communication and information delivery such as the GTFS project to connect Sunrail, Trapeze software enhancement for paratransit, copiers replaced, network improvements, server replacements, software upgrades, and hardware upgrades.
- 6) Security includes equipment to enhance security and surveillance at LYNX.
 - 1) Camera system upgrade LOC & LCS
 - 2) Driver Barrier pilot LE

FY2020 Proposed Capital Budget

**Presented to the
LYNX Board of Directors
by Bert Francis
Chief Financial Officer
September 30, 2019**

Key Capital Budget Assumptions

- Fleet maintenance and replacement to provide safe and reliable service
- Fare Collection Enhancements
- Passenger Amenities Program improvements
- Enhancement of security systems
- Technological Improvements to improve efficiency sustainability and customer experience
- Completion of LOC Expansion

FY2020 Proposed Capital Budget Overview

Capital Contributions	\$ 69,917,594
Capital Expenditures	<u>(69,917,594)</u>
Total	\$ <u><u>-</u></u>

FY2020 Preliminary Capital Budget Contributions

<u>Capital Contributions</u>		<u>FY2020 Proposed Capital Budget</u>
Federal	\$	61,984,476
State		5,654,870
Local		<u>2,278,248</u>
Total	\$	<u><u>69,917,594</u></u>

FY2020 Local Revenue Funding Partner

Local Funding	FY2020 Proposed Budget	FY2019 Amended Budget
Capital Contributions:		
Orange County	\$ 1,806,724	\$ 1,779,414
Osceola County	253,172	246,024
Seminole County	<u>218,352</u>	<u>218,764</u>
 Total Capital Contributions	 <u>\$ 2,278,248</u>	 <u>\$ 2,244,202</u>

FY2020 Proposed Capital Budget by Category

Description	FY2020 Proposed Capital Budget
Vehicles	\$ 41,947,029
Support Equipment	8,852,272
Passenger Amenities	8,376,508
Facilities	5,948,497
Technology	2,611,088
Safety & Security	1,532,200
LYMMO State of Good Repair	650,000
Total	\$ <u>69,917,594</u>

FY2020 Proposed Capital Budget by Sub - Category

Vehicles

40' CNG Bus (34)	\$ 19,890,000
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35' Electric Bus (8)	8,078,364
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Paratransit (77)	5,390,000
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Van Pool Program (134)	3,684,841
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NeighborLink (15)	1,800,000
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Sub-Recipient 5310 Vehicles	1,677,000
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Other Vehicles	<u>1,426,824</u>
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Vehicles Total	\$ <u><u>41,947,029</u></u>
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FY2020 Proposed Capital Budget by Sub - Category

Support Equipment

Fare Boxes	\$ 4,880,740
Support Equipment	1,620,017
MDT Upgrades	1,152,525
Automated Pass. Counts	1,150,000
Furniture & Fixtures	<u>48,990</u>
Support Equipment Total	\$ <u><u>8,852,272</u></u>

FY2020 Proposed Capital Budget by Sub - Category

Passenger Amenities

Pine Hills Transfer Center	\$	3,900,000
Florida Mall Superstop		1,984,000
Shelters (27)		1,264,508
Rosemont Superstop (10)		878,000
Mercy Drive Shelters (8)		<u>350,000</u>
Passenger Amenities Total	\$	<u><u>8,376,508</u></u>

FY2020 Proposed Capital Budget by Sub - Category

Facilities

LOC Expansion	\$ 5,070,000
Misc Improvements	618,497
Southern Ops Facility	<u>260,000</u>
Facilities Total	\$ <u><u>5,948,497</u></u>

FY2020 Proposed Capital Budget by Sub - Category

Technology

Hardware/Software Upgrades	\$ 1,361,088
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Tripspark	420,000
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GTFS for Sunrail	250,000
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Phone System Upgrade	225,000
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Trapeze Enhancement	180,000
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Copier Replacement	<u>175,000</u>
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Technology Total	\$ <u><u>2,611,088</u></u>
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FY2020 Proposed Capital Budget by Sub - Category

Safety and Security

Cameras	\$	950,000
Other		<u>582,200</u>
Safety and Security Total	\$	<u><u>1,532,200</u></u>

Lymmo

State of Good Repair	\$	<u><u>650,000</u></u>
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FY2020 Proposed Capital Budget Overview

Capital Contributions	\$ 69,917,594
Capital Expenditures	<u>(69,917,594)</u>
Total	\$ <u><u>-</u></u>

FY2020 Capital Budget-Calendar



Oversight Committee Final Review	August 22
Board of Directors Workshop	August 22
Final Board Action	September 30
FY2020 Commences	October 1

FY2020 PROPOSED Operating Budget

Presented to the
LYNX Board of Directors
by Bert Francis
Chief Financial Officer
September 30, 2019

Key Budget Assumptions - Overall



- **FY2020 Funding based on the adopted LYNX Funding Model.**
- **Maximize current service levels through continuation of ongoing efficiencies.**
- **No utilization of Reserve Funds.**

Key Budget Assumptions - Revenue



Customer Fares:

- Maintain customer fares at current levels.

Federal Funding:

- Maintain current Preventative Maintenance Funding Level, pending approval by LYNX Board. \$9,794,752.

State Funding:

- Continue to maximize State Operating Assistance.

Advertising Revenue:

- Continue to maximize Advertising Revenue.

Other Revenues:

- Maximize anticipated Compressed Natural Gas Rebates and Royalties.
- Identify additional investment opportunities to maximize Interest Income.

Key Budget Assumptions - Expense



Personnel Expenses:

- Salary increases consistent with Funding Partners and Board approved Union Labor Agreements.
- Continue to monitor the self-funded Health Insurance Program to identify efficiencies.
- Pursue rebates on prescription drugs to offset Program expense.

Fixed Route, Paratransit, and NeighborLink Services:

- Continue right sizing transit through Mobility Management Model.
- Continue focus on improving customer service.
- Continue increase in trip volume for Paratransit activity

Fuel Programs:

- Continuation of Fuel Programs, as appropriate:
 - Fuel Hedging
 - Bio-diesel
 - Compressed Natural Gas



FY2020 Operating Budget – Overview



	FY2020 Proposed Budget	FY2019 Amended Budget
Operating Revenue & Reserves	\$ 148,911,424	\$ 143,580,163
Operating Expenses	<u>(148,911,424)</u>	<u>(143,580,163)</u>
Operating Income (Deficit)	<u>\$ -</u>	<u>\$ -</u>

FY2020 Operating Budget – Revenue



Operating Revenue	FY2020	FY2019
	Proposed Budget	Amended Budget
Customer Fares	\$ 24,682,940	\$ 24,826,294
Contract Services	6,368,565	7,463,544
Advertising	3,600,000	3,230,000
Interest & Other Income	1,769,000	1,482,660
Federal Revenue	19,472,406	19,323,455
State Revenue	13,118,544	12,849,836
Local Revenue	8,477,850	8,830,140
Local Revenue Funding Partner	71,422,119	58,975,413
Utilization of Reserves	-	6,598,821
Total Revenue	<u>\$ 148,911,424</u>	<u>\$ 143,580,163</u>

FY2020 Local Revenue Funding Partner



Local Funding	FY2020 Proposed Budget	FY2019 Amended Budget
Operating:		
Orange County	\$ 53,758,012	\$ 44,741,822
Less: 436 Study		(90,034)
Prior year 436 Study Adjustment		(72,514)
Osceola County	9,196,097	7,380,518
Seminole County	8,468,010	7,396,179
Less: 436 Study		(211,626)
Prior year 436 Study Adjustment		(168,932)
Total Operating Fund	<u>\$ 71,422,119</u>	<u>\$ 58,975,413</u>

FY2020 Operating Budget – Expense



Operating Expense		FY2020 Proposed Budget		FY2019 Amended Budget
Salaries, Wages & Fringe	\$	81,749,161	\$	77,814,862
Other Services		10,850,833		11,492,241
Fuel		12,160,726		11,805,560
Materials & Supplies		7,765,273		7,649,041
Utilities		1,574,203		1,473,280
Casualty & Liability		2,359,684		3,184,751
Taxes & Tags		595,948		470,166
Purchased Transportation		30,301,315		28,055,955
Leases & Miscellaneous		1,519,521		1,574,544
Interest Expense		34,760		59,763
Total Expense	\$	<u>148,911,424</u>	\$	<u>143,580,163</u>

FY2020 Headcount

Department	FY19	FY20	FY19 vs FY20 Changes
Executive	4	4	
Finance Division	26	26	
Material Control	14	15	Added one tech 2 for LOC expansion
Grants	5	5	
Training	8	8	
Human Resources	10	10	
Procurement	8	8	
Risk Management	4	4	
Information Technology	8	8	
Innovation and Sustainability	4	4	
Marketing	7	7	
Customer Service	26	26	
Planning	19	19	
Operations	767	765	Added three drivers; 5-Delete Polk County
Vehicle Maintenance	139	144	Added five mechanics
Facility Maintenance	43	43	
Paratransit	29	29	
Neighborlink	5	5	
Road Ranger	17	17	
Safety/Security	7	9	Added Cyber Security Analyst and Safety Officer
	<u>1,150</u>	<u>1,156</u>	

FY2020 Operating Budget – Overview



	FY2020 Proposed Budget	FY2019 Amended Budget
Operating Revenue & Reserves	\$ 148,911,424	\$ 143,580,163
Operating Expenses	<u>(148,911,424)</u>	<u>(143,580,163)</u>
Operating Income (Deficit)	<u>\$ -</u>	<u>\$ -</u>

FY2020 Operating Budget-Calendar

Oversight Committee Final Review	August 22
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Board of Directors Workshop	August 22
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Final Board Action	September 30
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FY2020 Commences	October 1
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LYNX Board Agenda

Action Agenda Item #8.B

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Leonard Antmann
(Technical Contact)
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6058

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

Date: 9/30/2019

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

The funding partner agreement for FY2020 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2020 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX' fiscal year.

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

FISCAL IMPACT:

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

LYNX Board Agenda

EXHIBIT C:

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

LYNX Bard Agenda

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

fiscal year from October 1, 2018 to September 30, 2019 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

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

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX’s funding partners;

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of N/A. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

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

By: _____
Deputy Clerk

By: _____
Jerry Demings, County Mayor

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

Date: _____

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

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

Chief Executive Officer

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

Date: _____

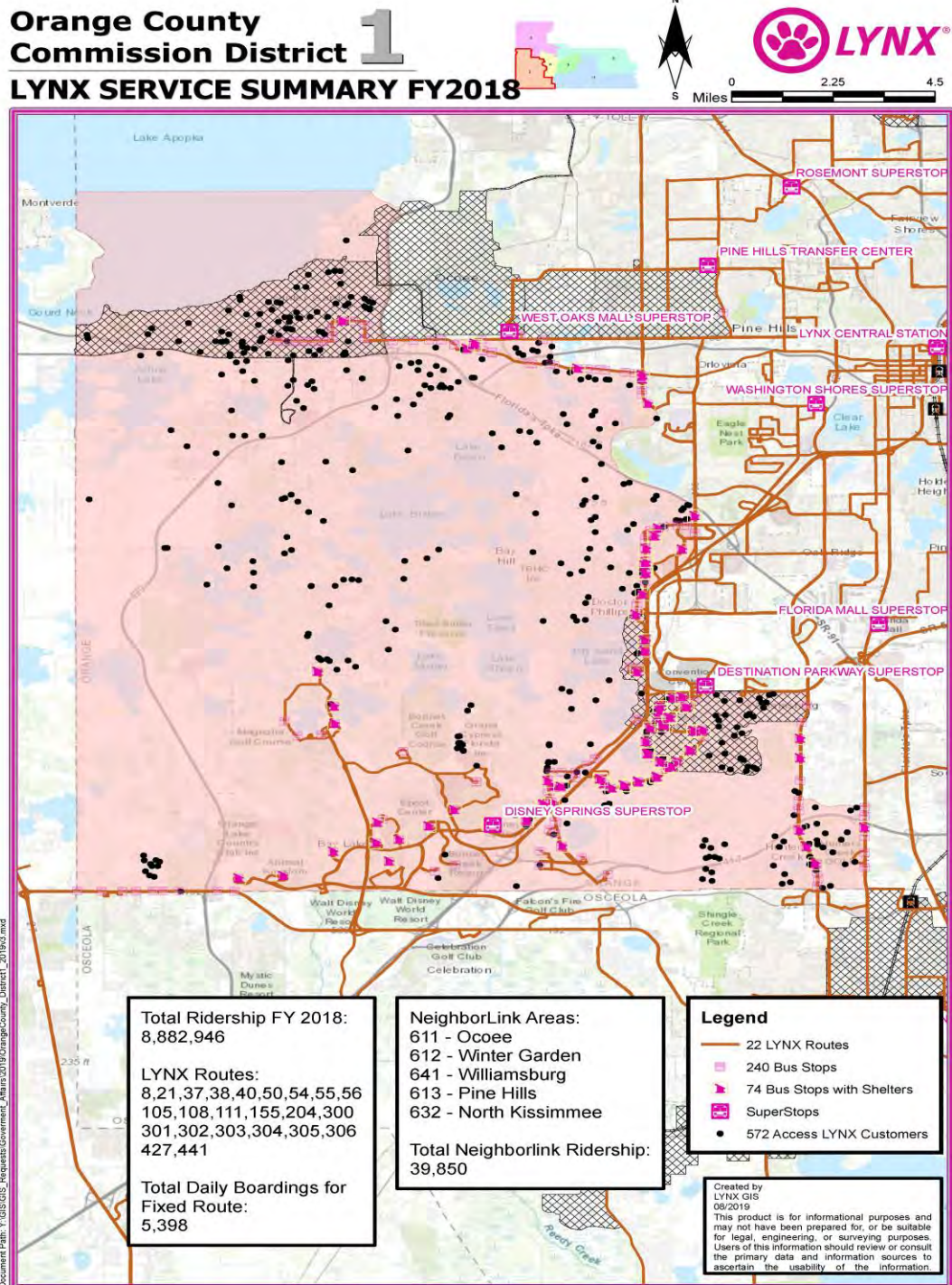
AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

Exhibit "A"

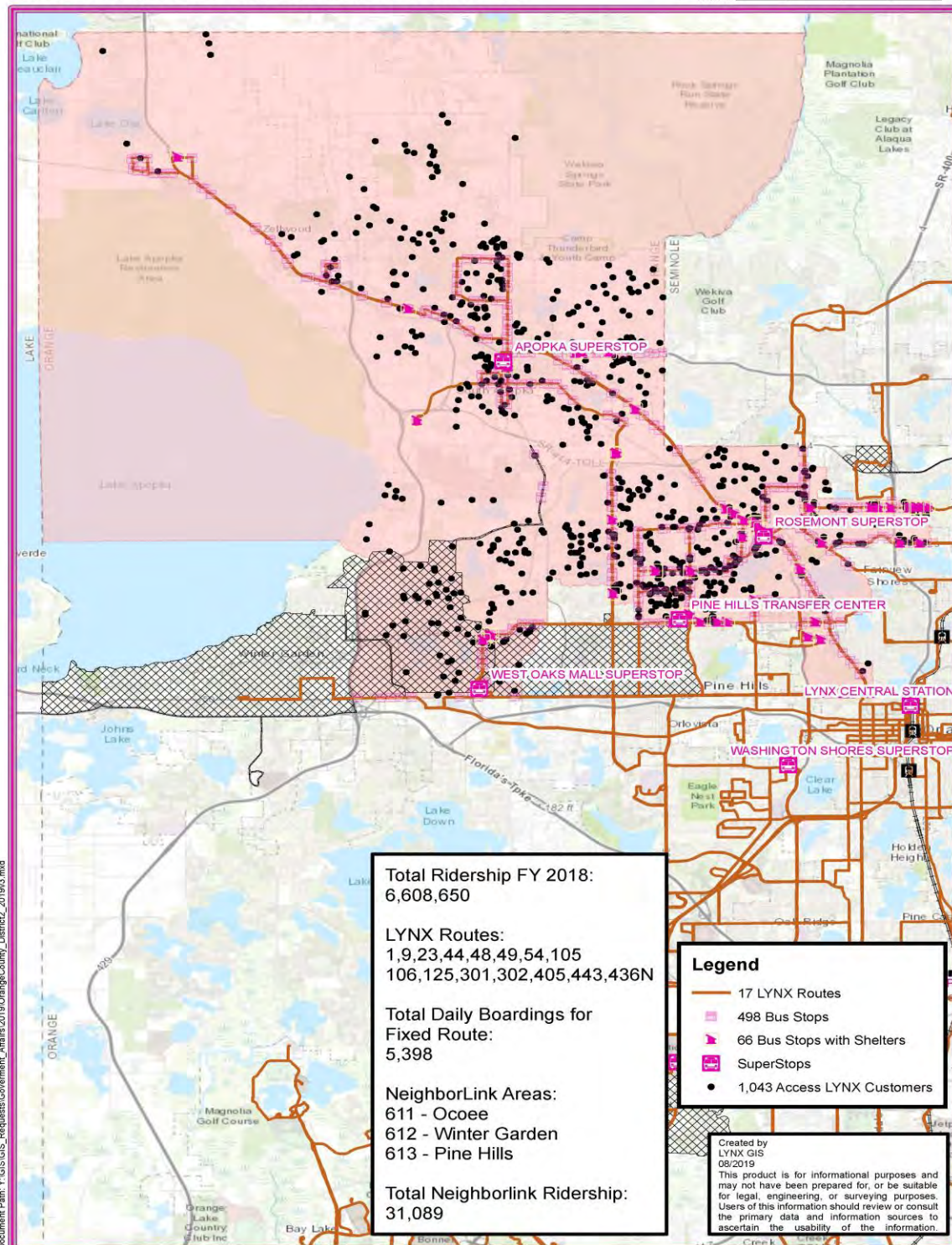
DESCRIPTION OF SERVICE AREA



Orange County Commission District 2 LYNX SERVICE SUMMARY FY2018



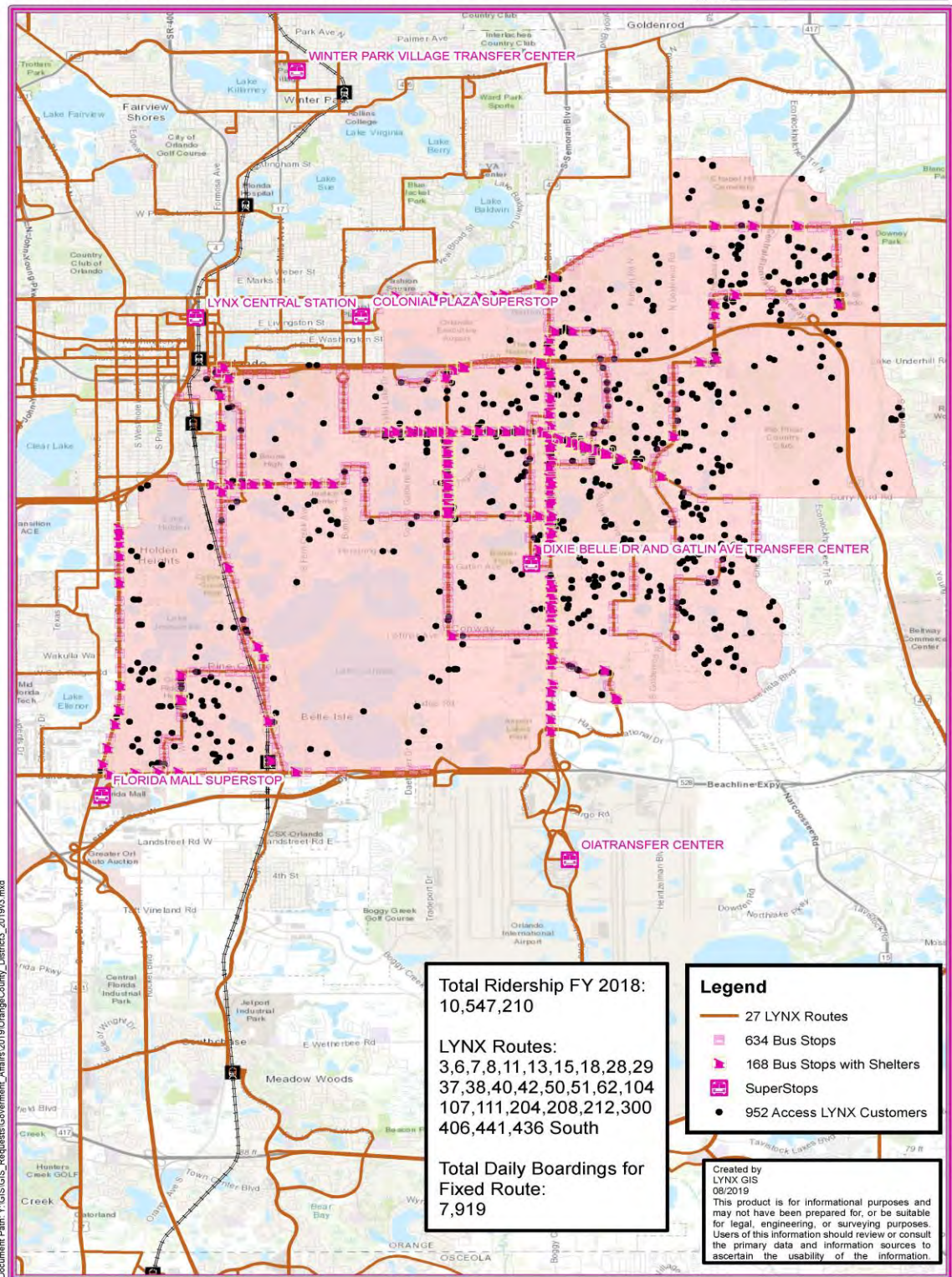
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Orange County Commission District 3

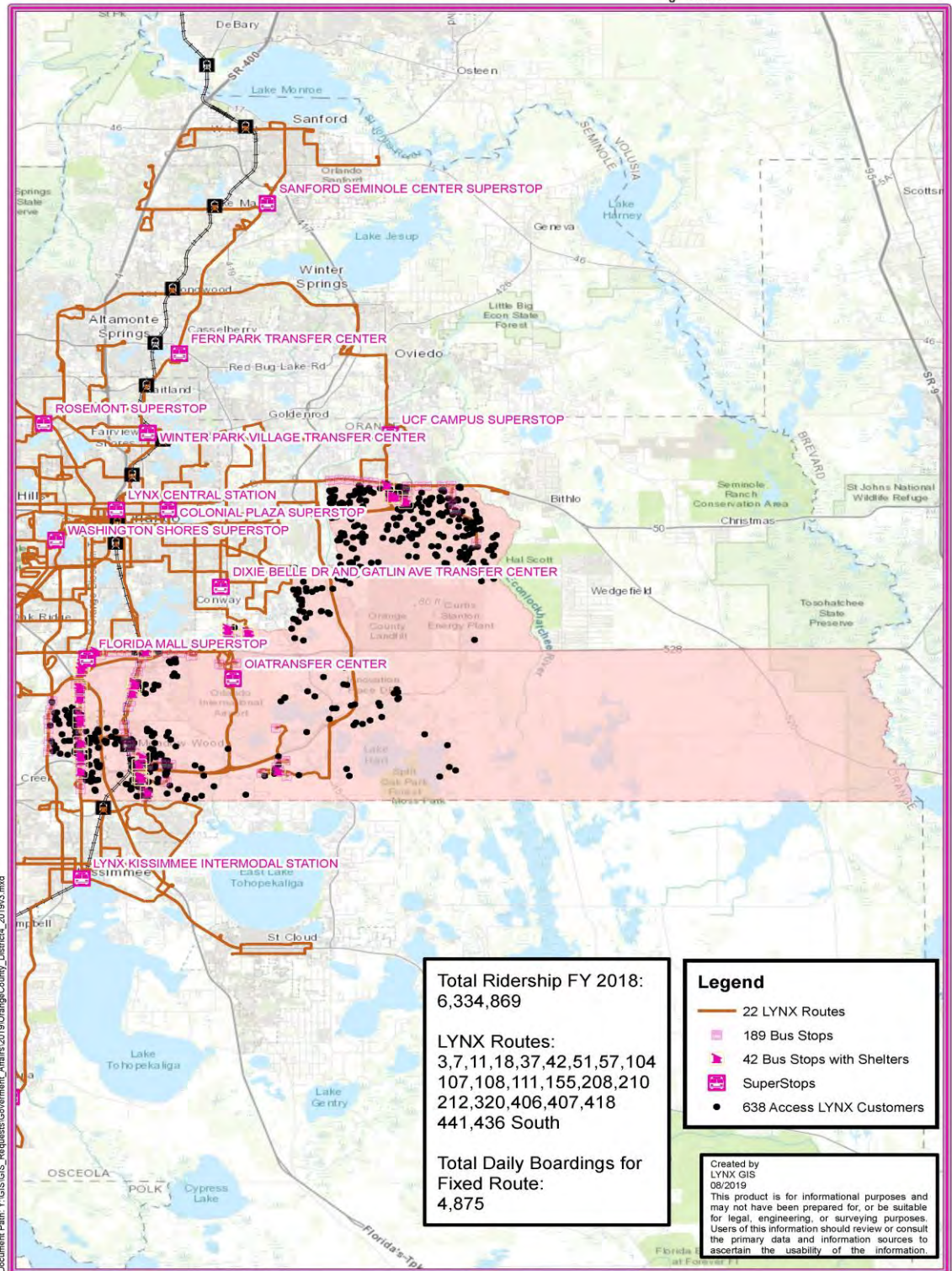
LYNX SERVICE SUMMARY FY2018



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Orange County Commission District 4

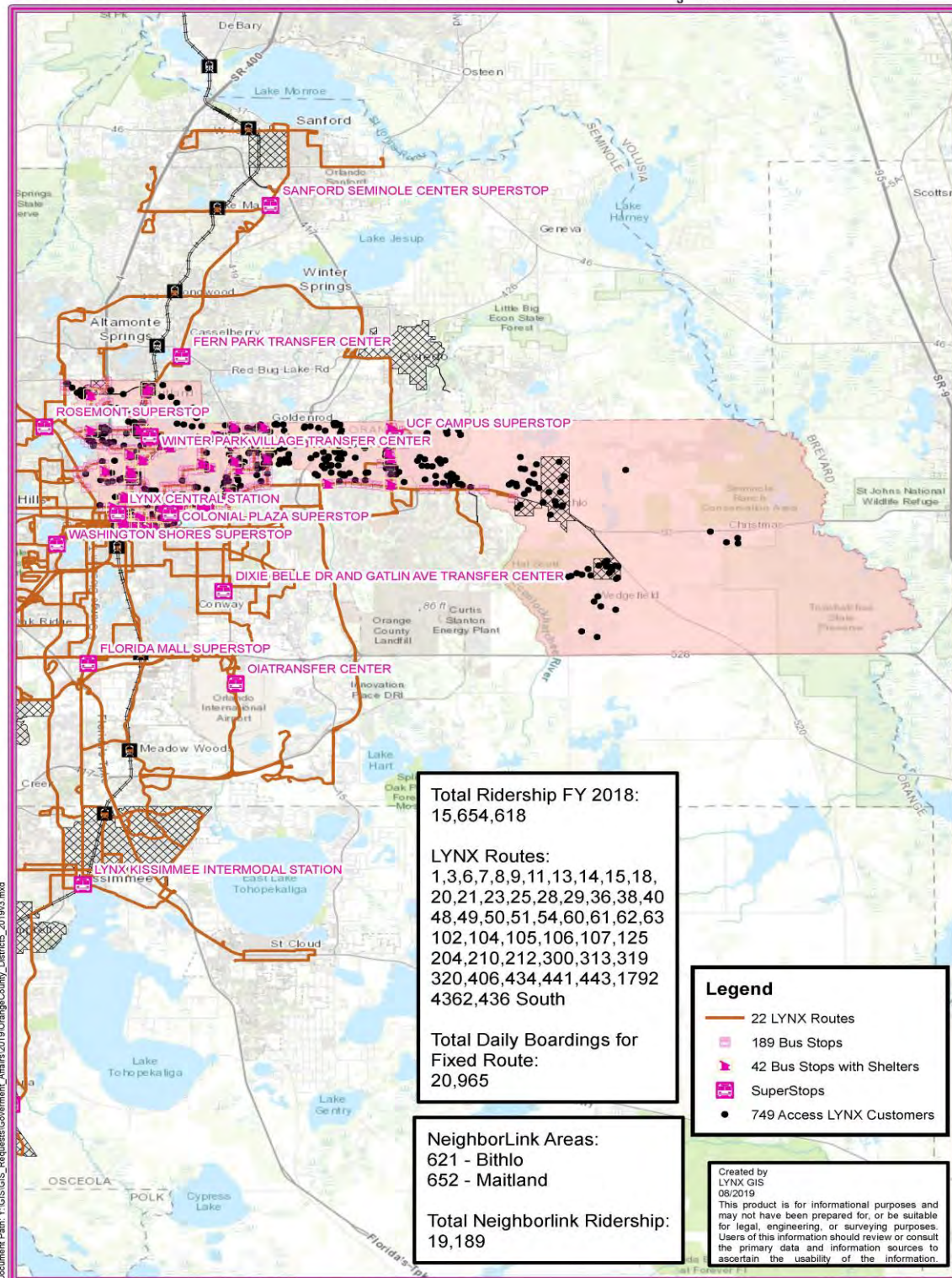
LYNX SERVICE SUMMARY FY2018



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Orange County Commission District 5

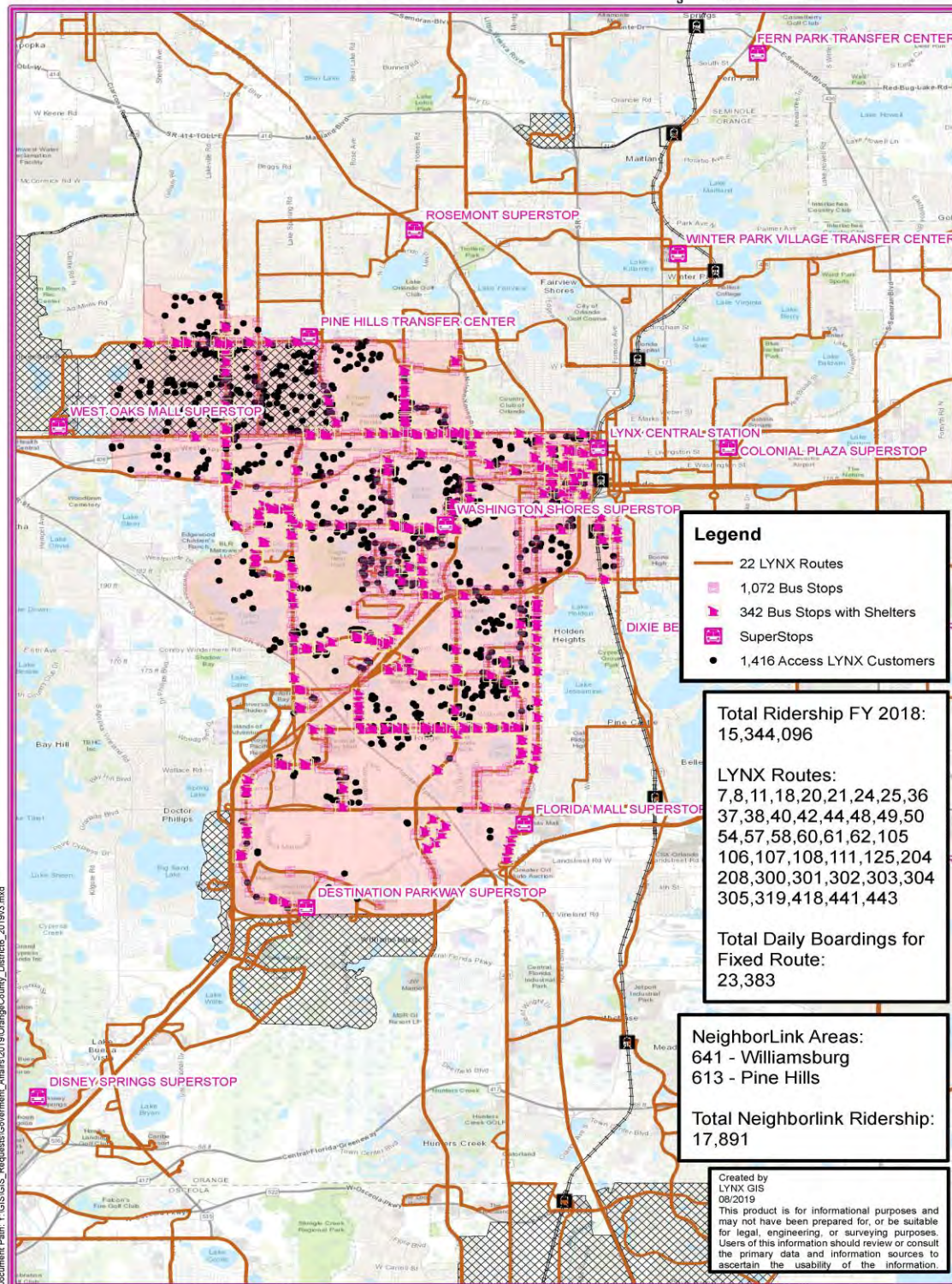
LYNX SERVICE SUMMARY FY2018



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Orange County Commission District 6

LYNX SERVICE SUMMARY FY2018



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Orange County Transit Service Costs

Exhibit B

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

FY2020 Billing Schedule

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

Exhibit “C”

FUNDING MODEL INFORMATION

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

fiscal year from October 1, 2018 to September 30, 2019 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

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

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

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

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of N/A. 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: _____

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

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

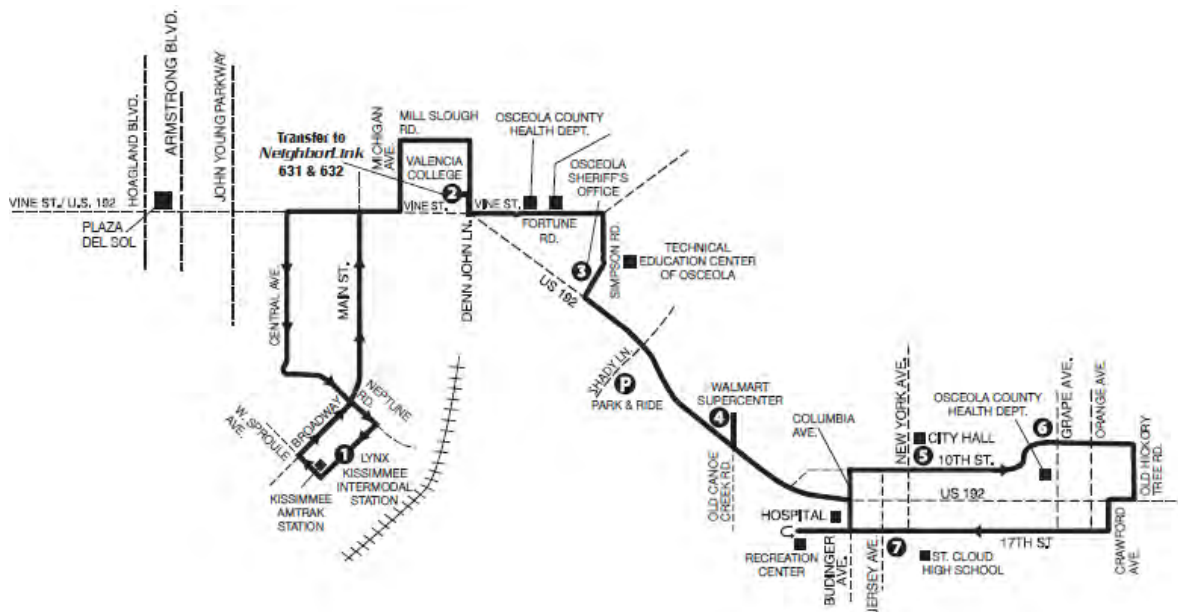
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

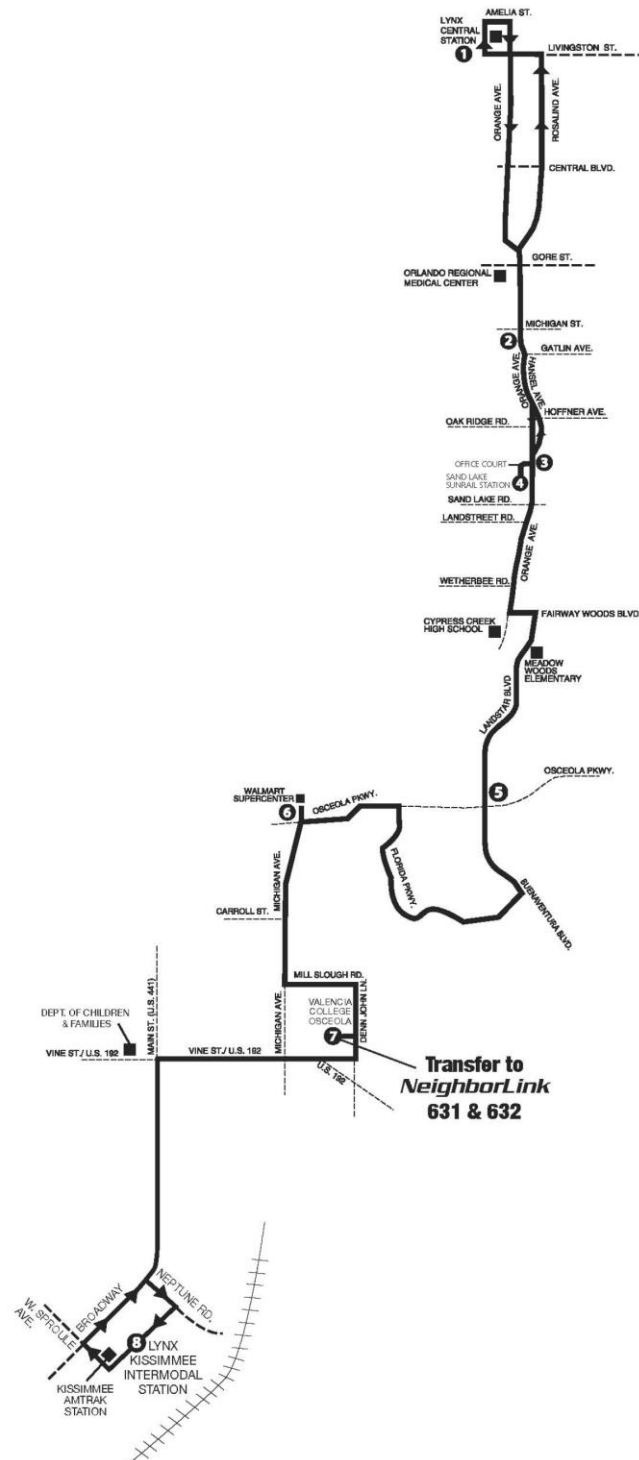
Link 10 E. US 192/St. Cloud

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



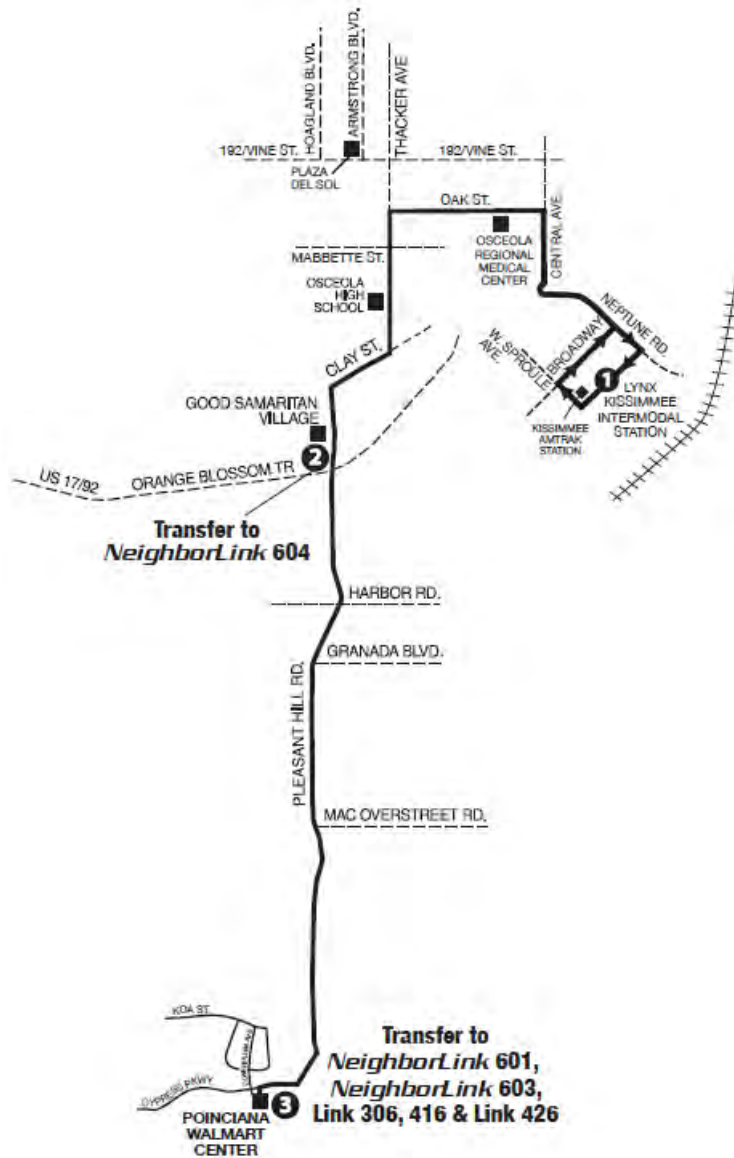
Link 18 S. Orange Ave. /Kissimmee

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



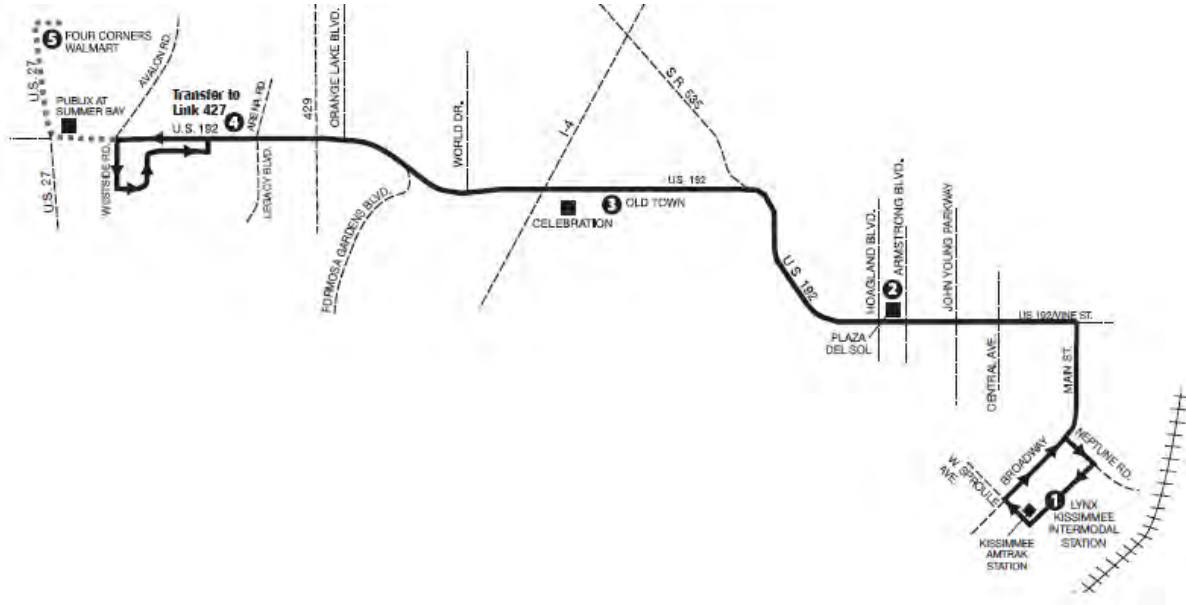
Link 26 Pleasant Hill Road/Poinciana

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



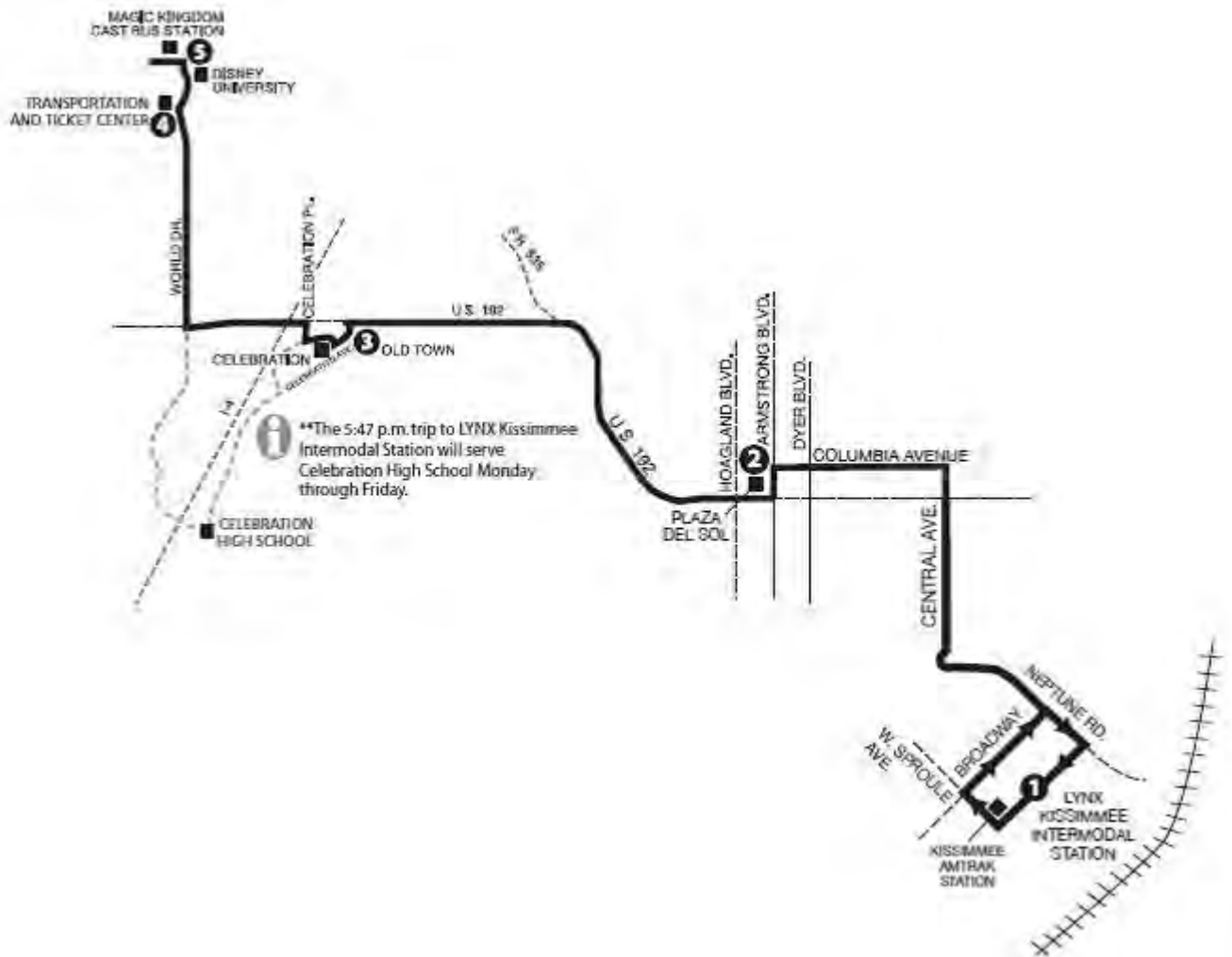
Link 55 w. US 192/Crosstown

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



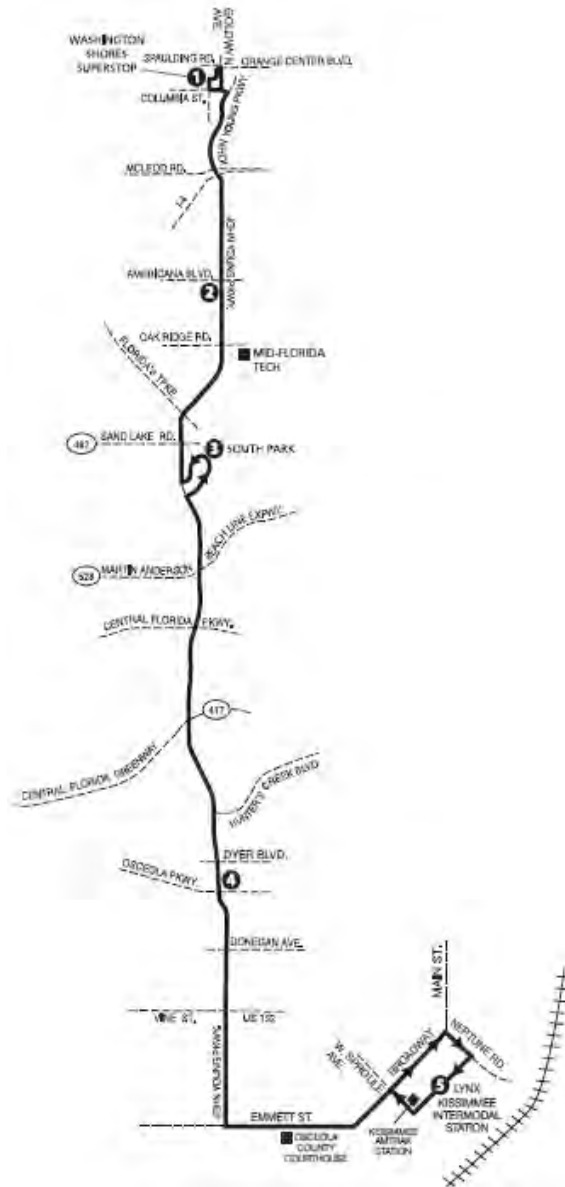
Link 56 w. US 192/ Magic Kingdom

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



Link 57 John Young Parkway

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



Link 108 South US 441/Kissimmee

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



Link 155

The Loop/Buena Ventura Lakes/Osceola Parkway

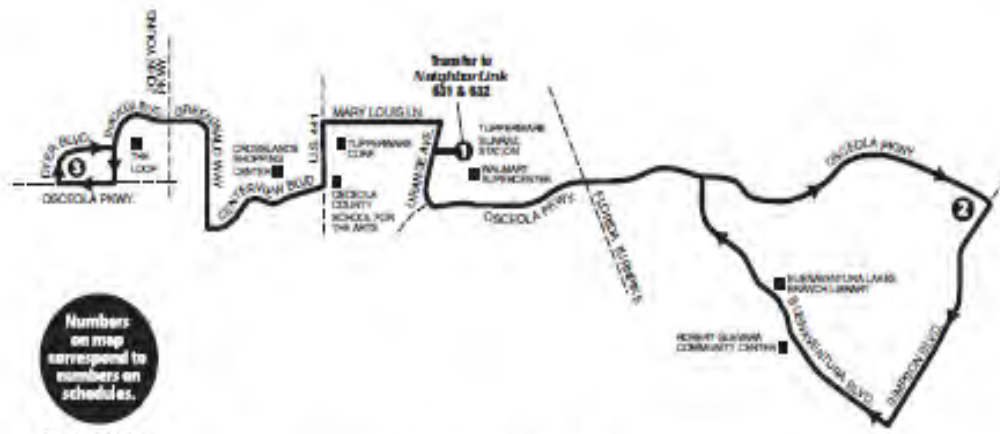
Monday-Friday

No Saturday-Sunday/Holiday
service

SERVING:

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

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



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

Monday - Friday

TUPPERWARE SUNRAIL STATION TO OSCEOLA PKWY. & SIMPSON RD.

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

TUPPERWARE SUNRAIL STATION TO THE LOOP

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

P.M. Times are shown in bold

Link 306

Disney Direct

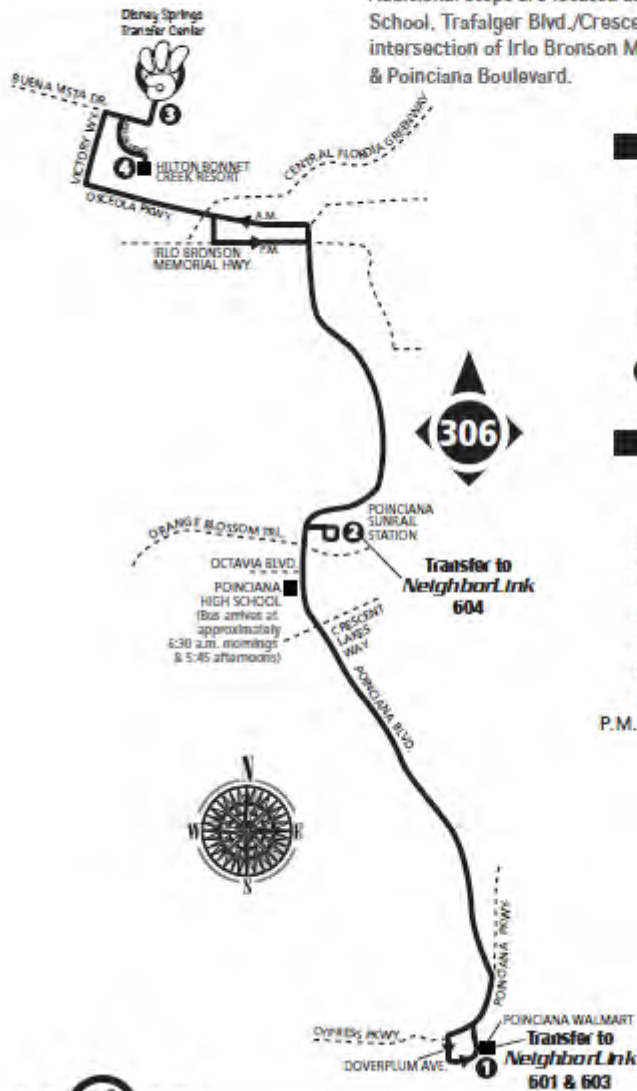
Monday-Sunday & Holiday
service

SERVING:

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

- NeighborLink 603
- NeighborLink 604
- Poinciana Walmart
- Poinciana SunRail Station

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



Monday - Friday

TO DISNEY

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

TO POINCIANA

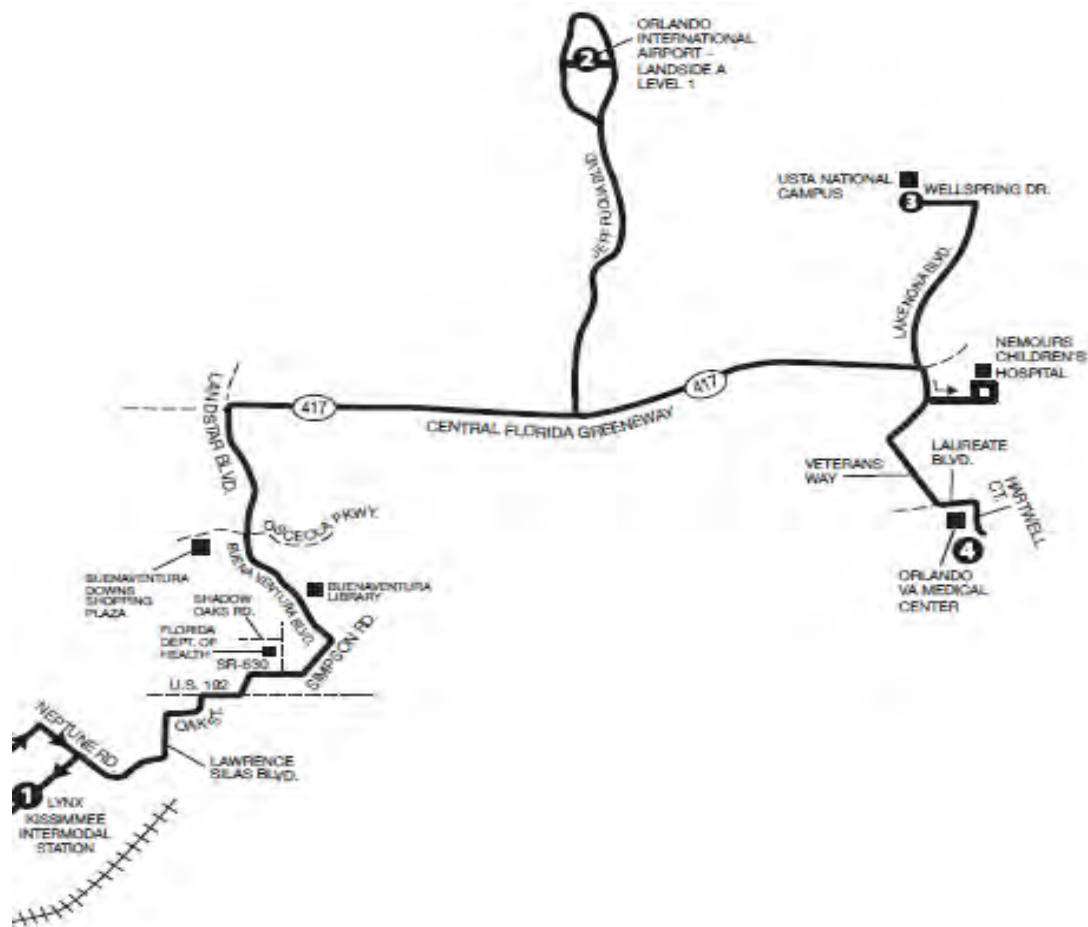
HILTON BONNET CREEK RESORT	DISNEY SPRINGS TRANSFER CTR.	POINCIANA SUNRAIL STATION	POINCIANA WALMART
4	3	2	1
5:07	5:15-5:20	5:40	6:07

P.M. Times are shown in bold



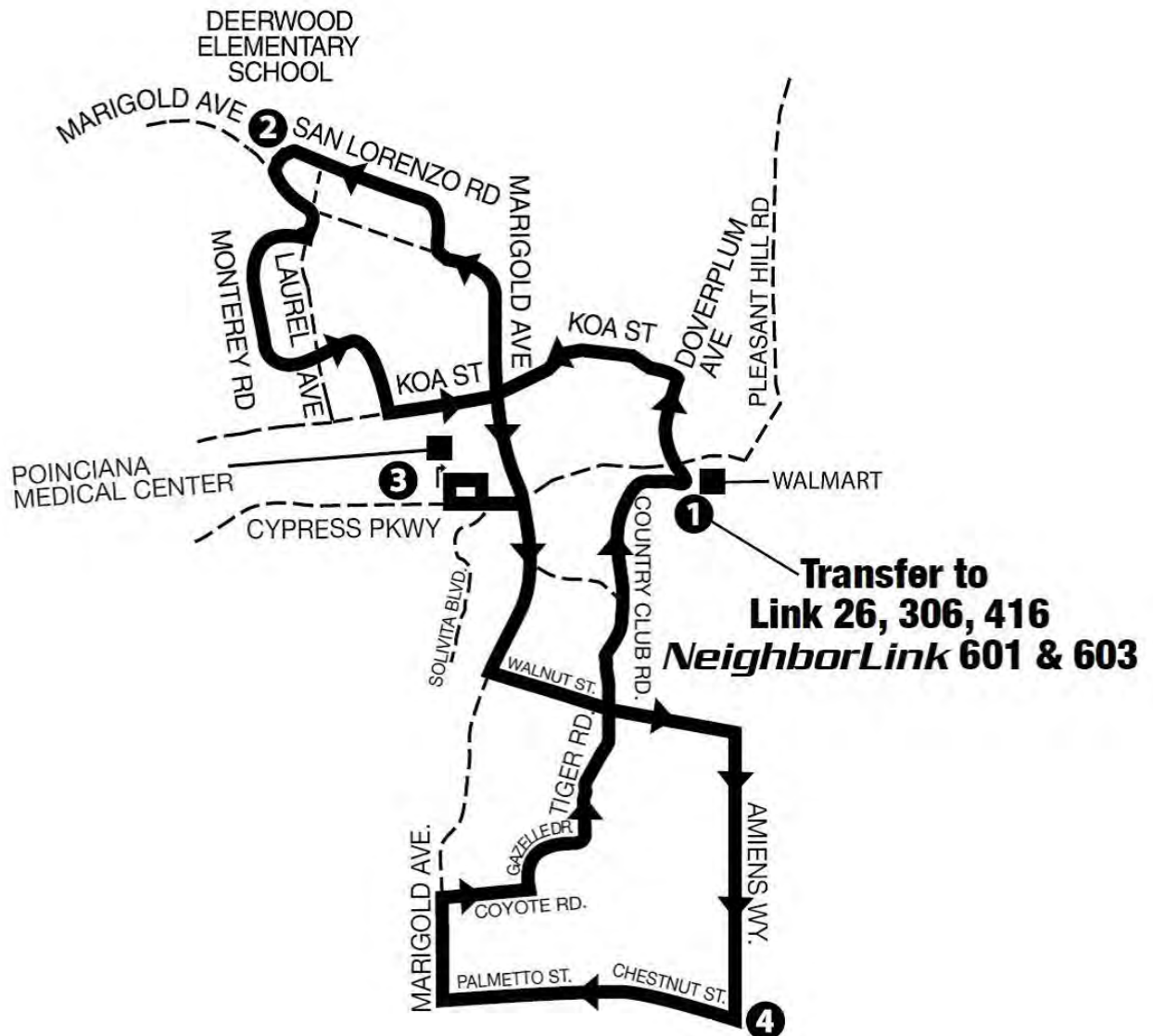
FastLink 407 Kissimmee/Medical City/Orlando International Airport

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



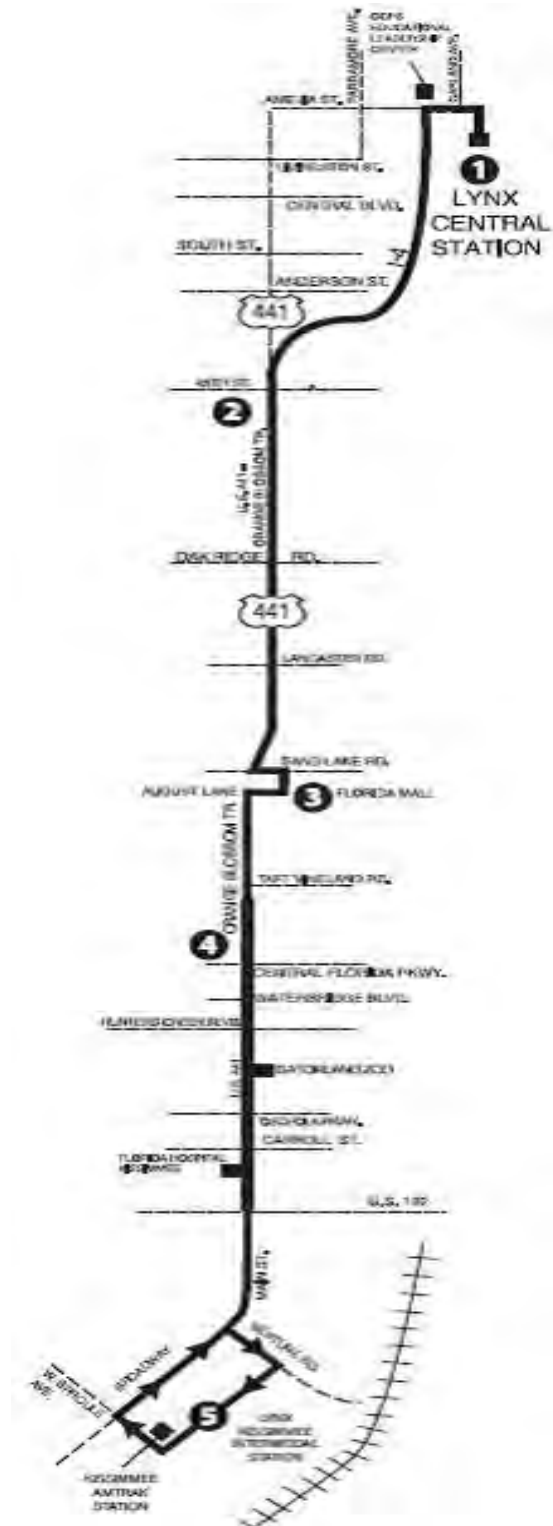
426 Poinciana Circulator

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



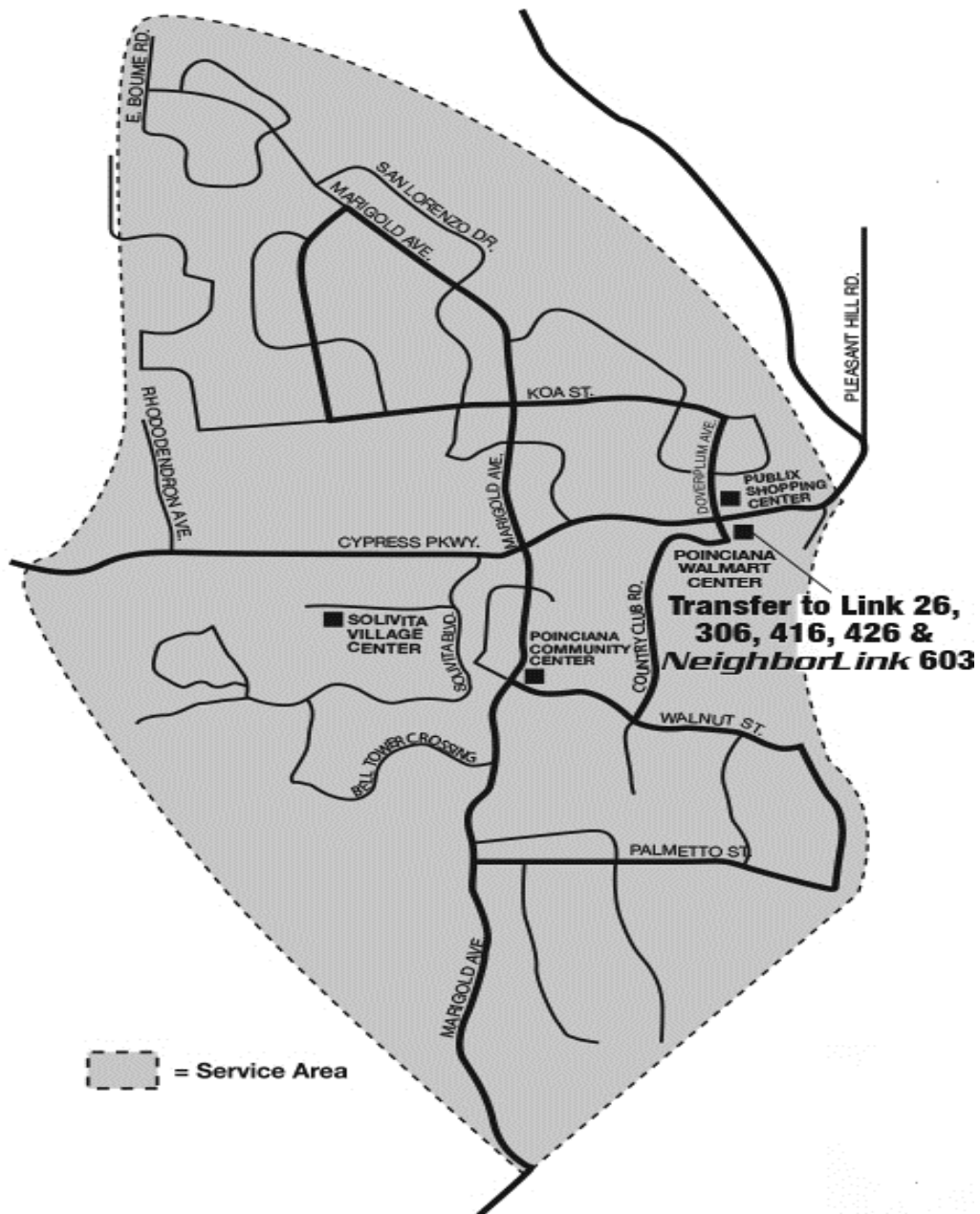
FastLink 441 Kissimmee/Orlando

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



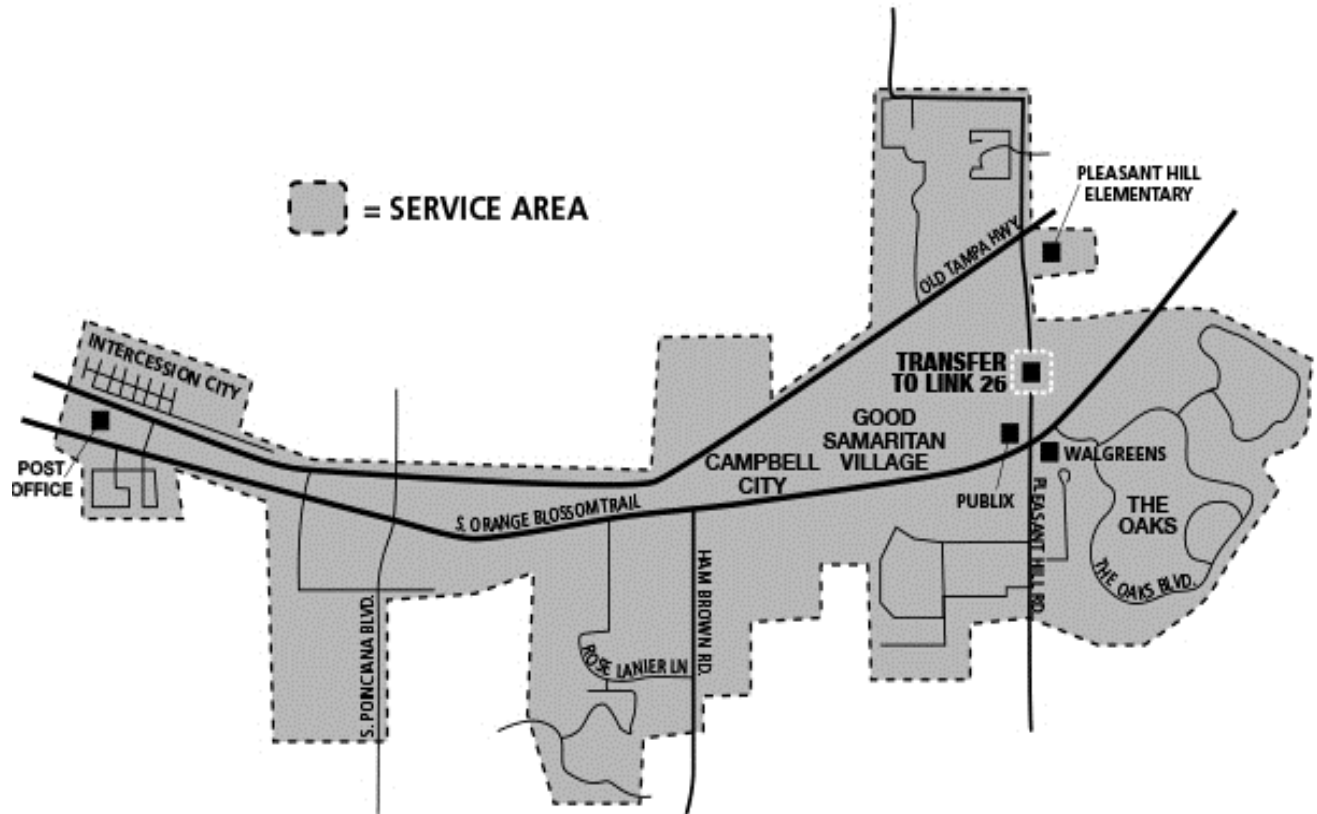
NeighborLink 601 Poinciana

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



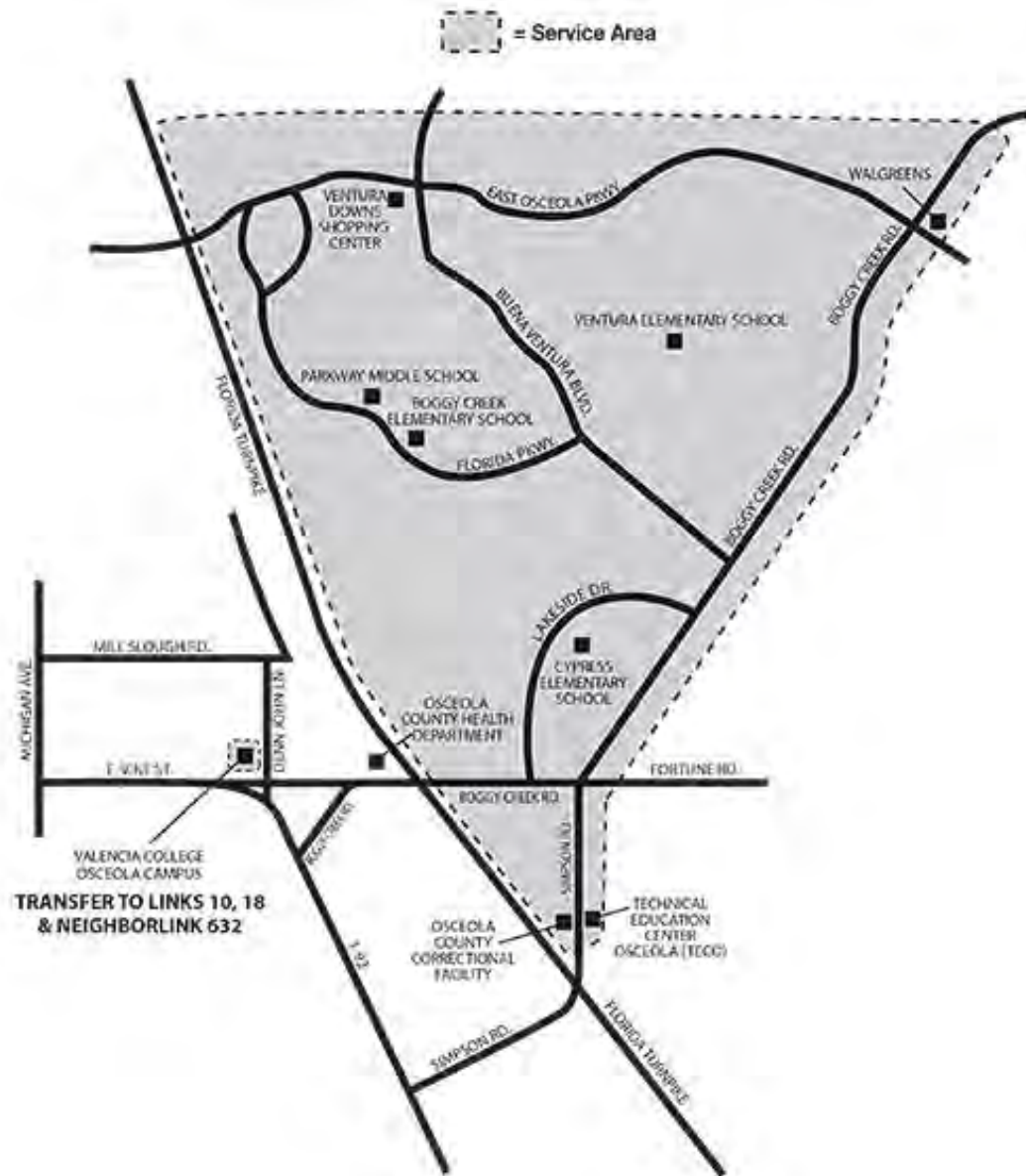
NeighborLink 604 Intercession City/Campbell City

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



NeighborLink 631 Buena Ventura Lakes

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



NeighborLink 632 North Kissimmee

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



Ocseola County Transit Service Costs

Exhibit B

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

Fixed Route Operating Costs

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

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

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

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

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

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

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

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

FY2020 Billing Schedule

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

Exhibit “C”

FUNDING MODEL INFORMATION

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

fiscal year from October 1, 2018 to September 30, 2019 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

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

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX’s funding partners;

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

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

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of N/A. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

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

By: _____
Clerk to the Board of County
Commissioners

By: _____
Brenda Carey, Chair

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: _____

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

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

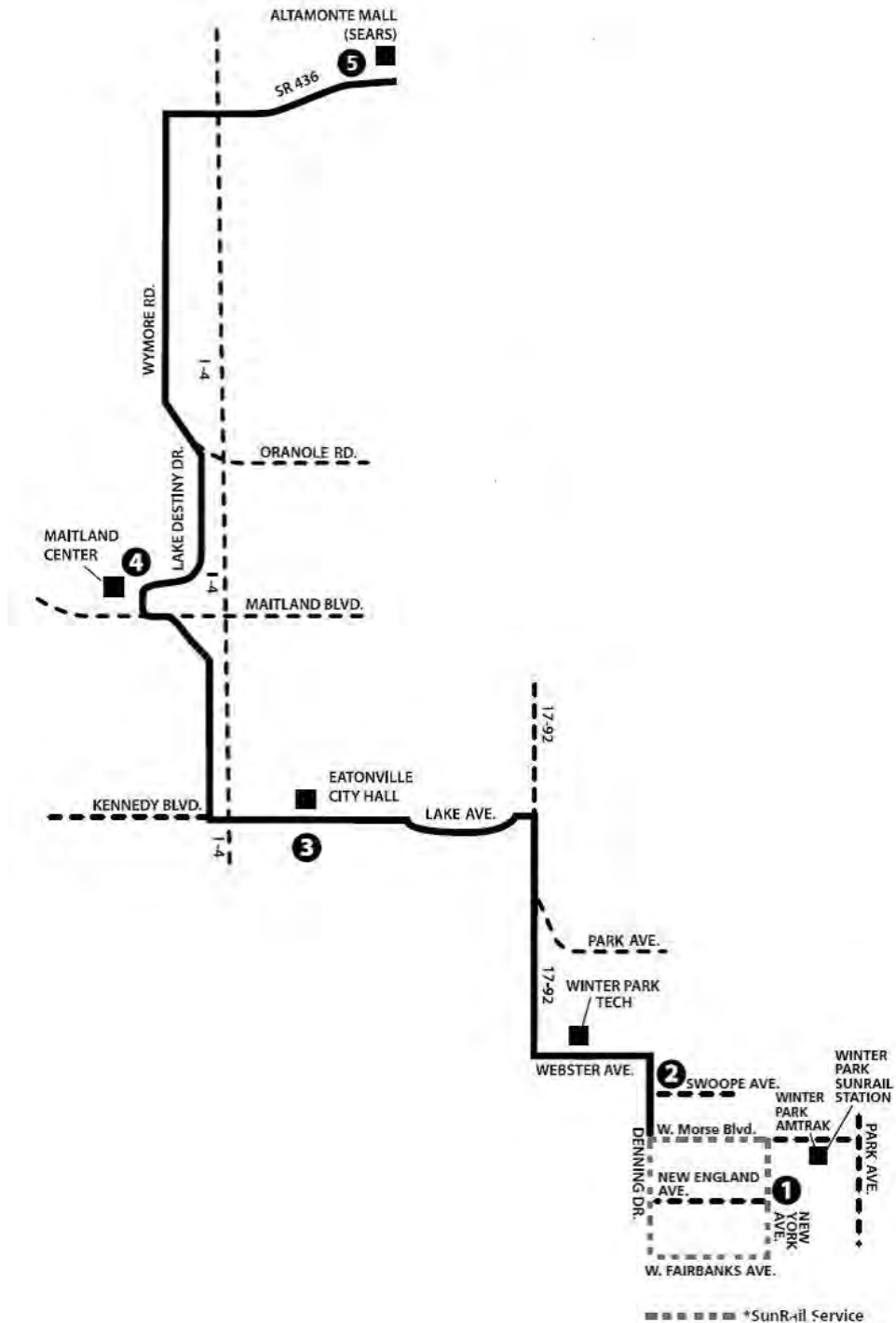
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

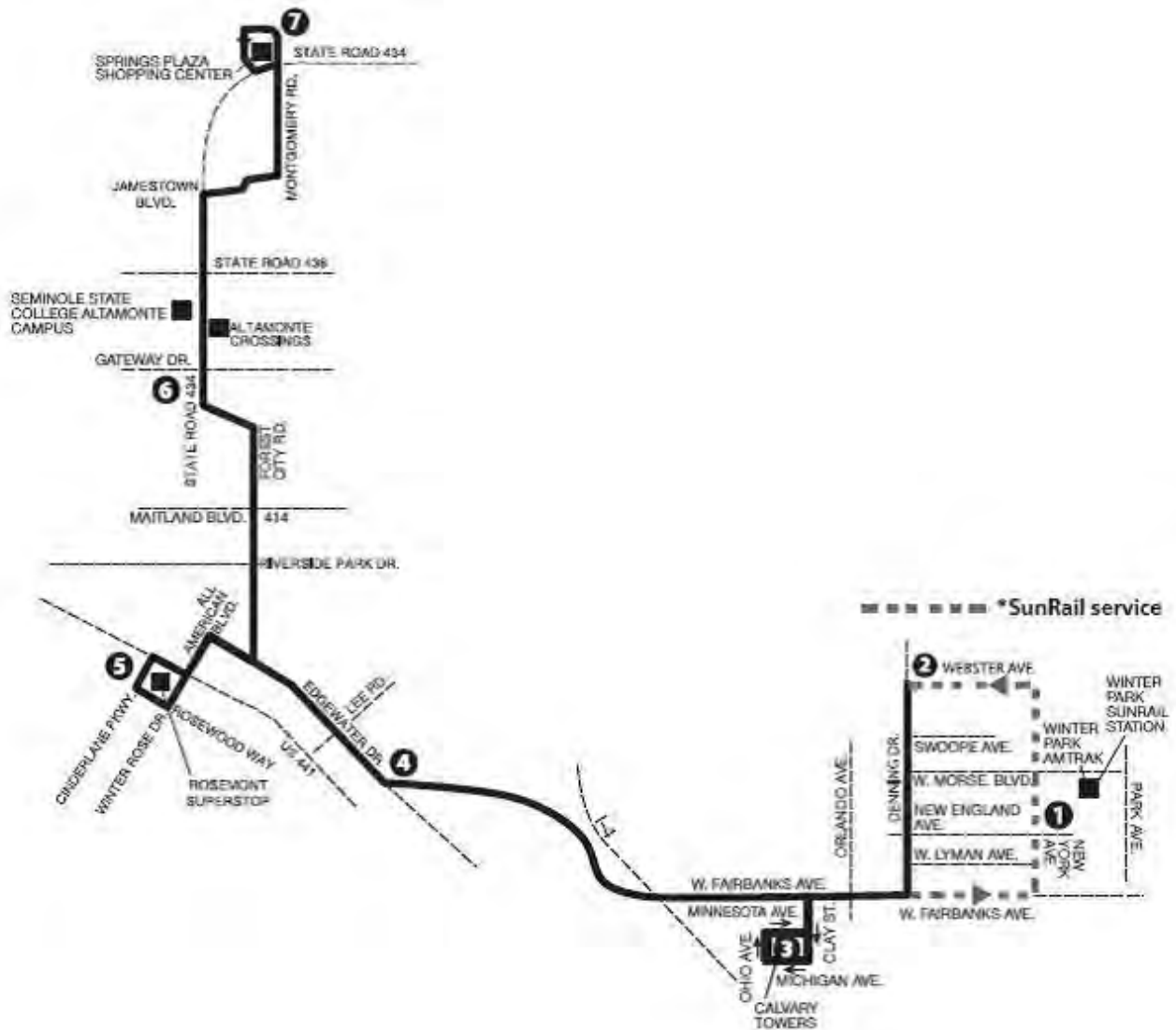
LINK 1 Winter Park/Altamonte Springs

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



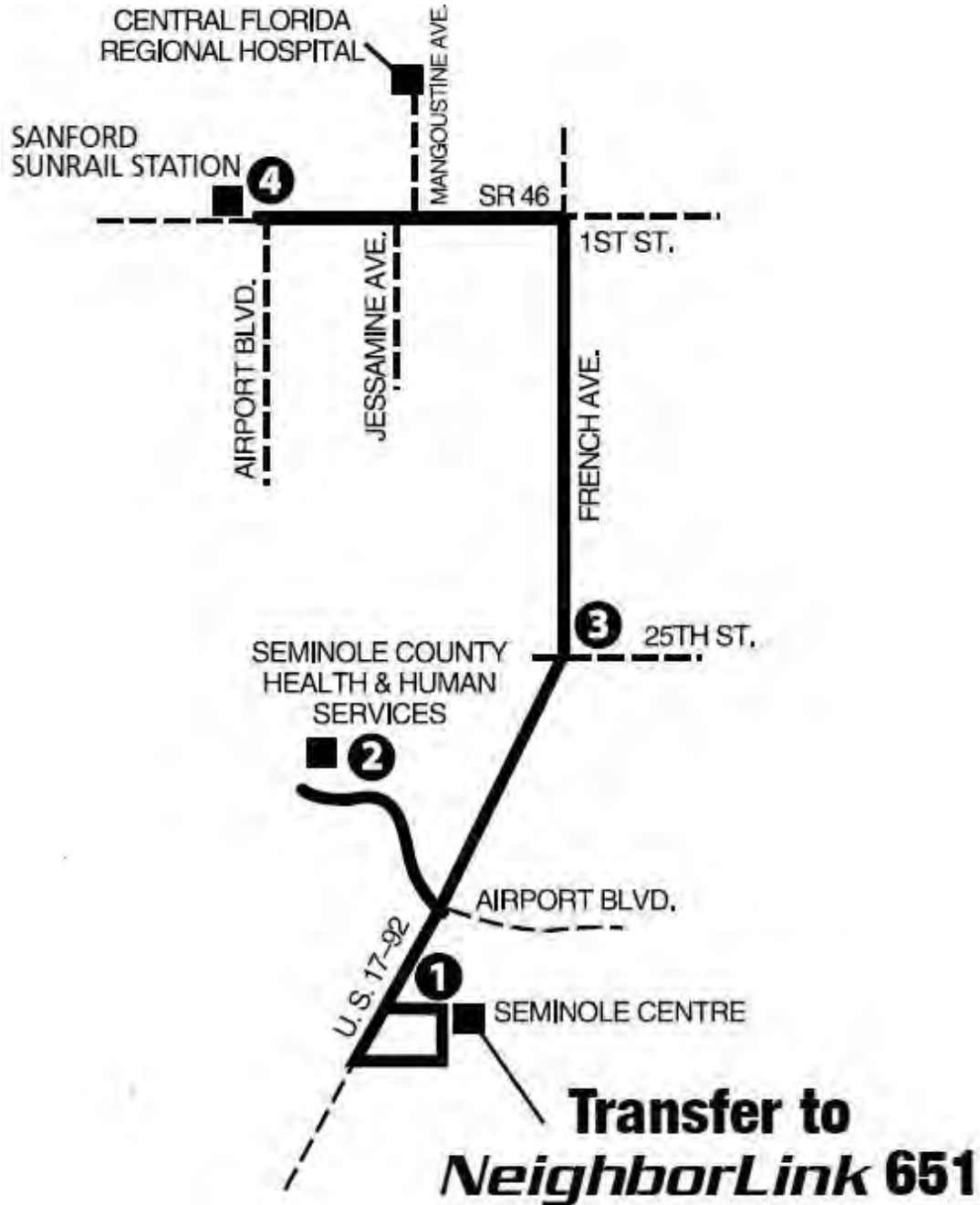
LINK 23 Winter Park/Springs Plaza

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



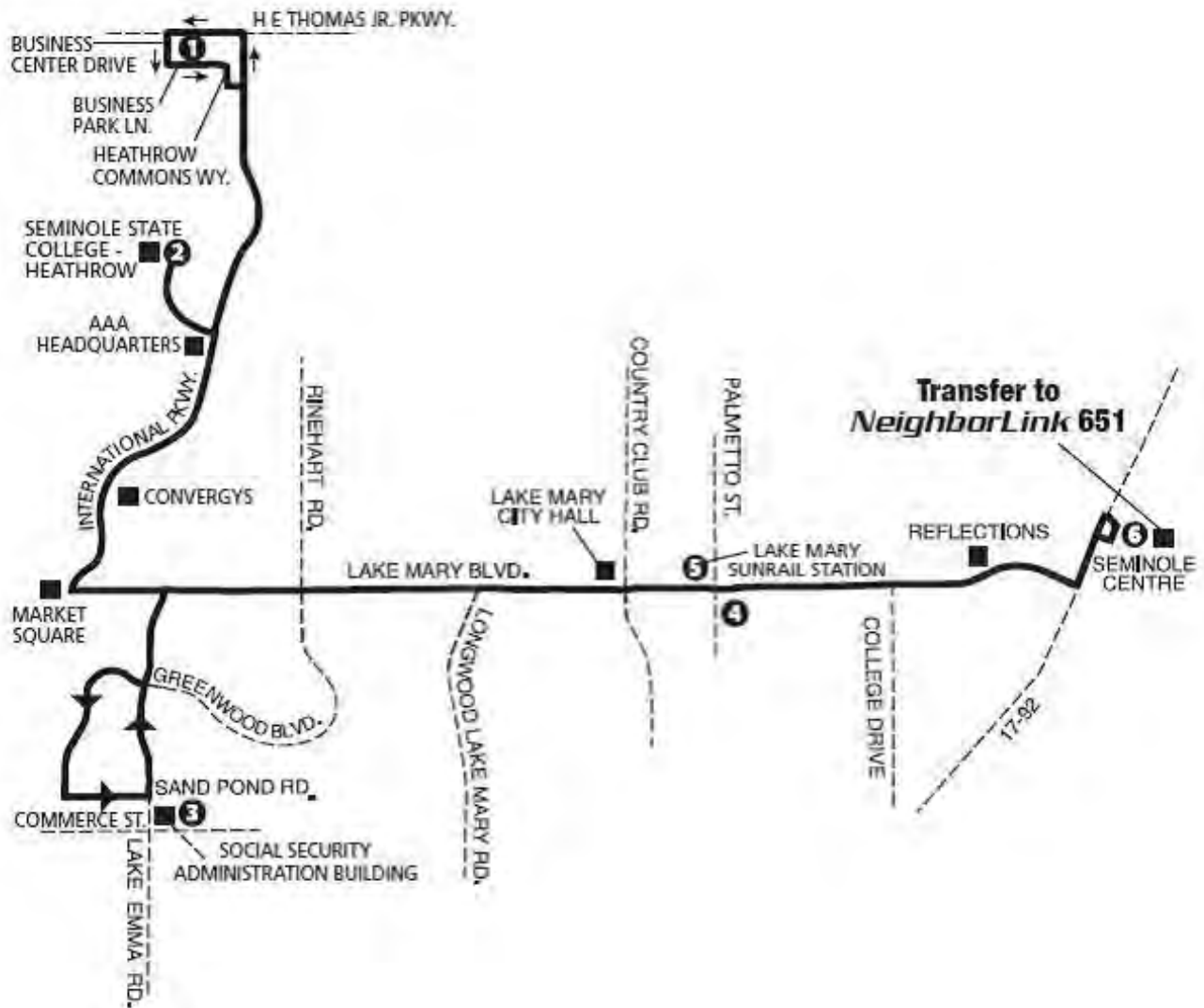
LINK 34 Sanford

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



LINK 45 Lake Mary

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



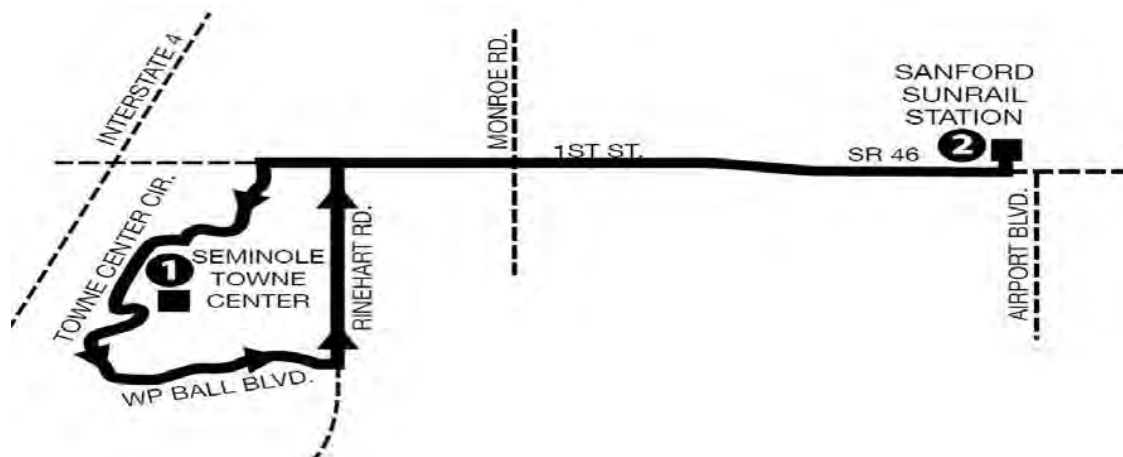
LINK 46 East SR 46/Downtown Sanford

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



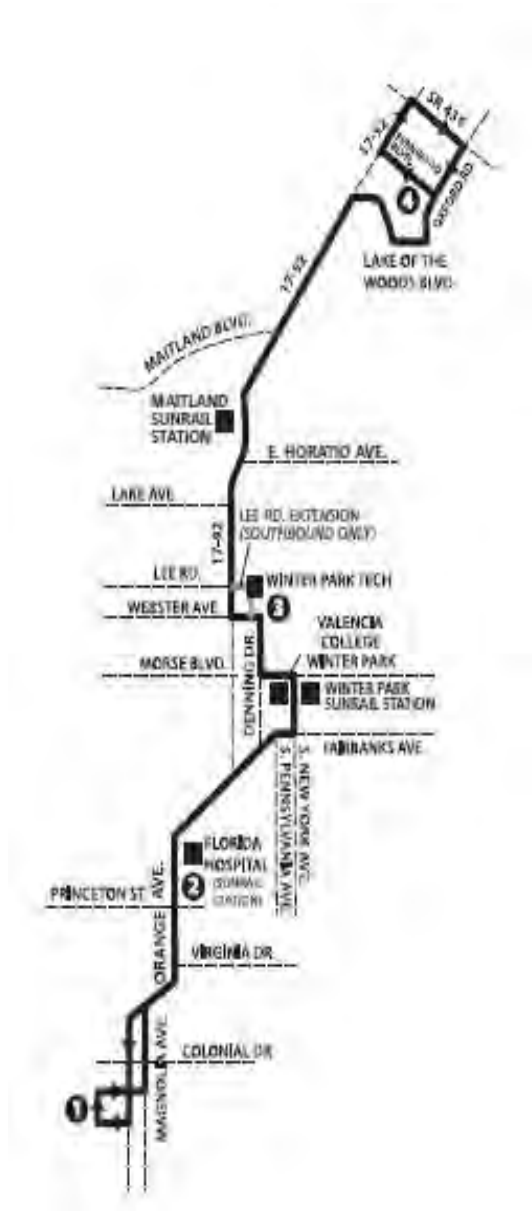
LINK 46 West w. SR 46/Seminole Towne Center

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



LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, Florida Hospital, Valencia College – Winter Park, Winter Park Tech, Maitland, Fern Park and Jai-Alai



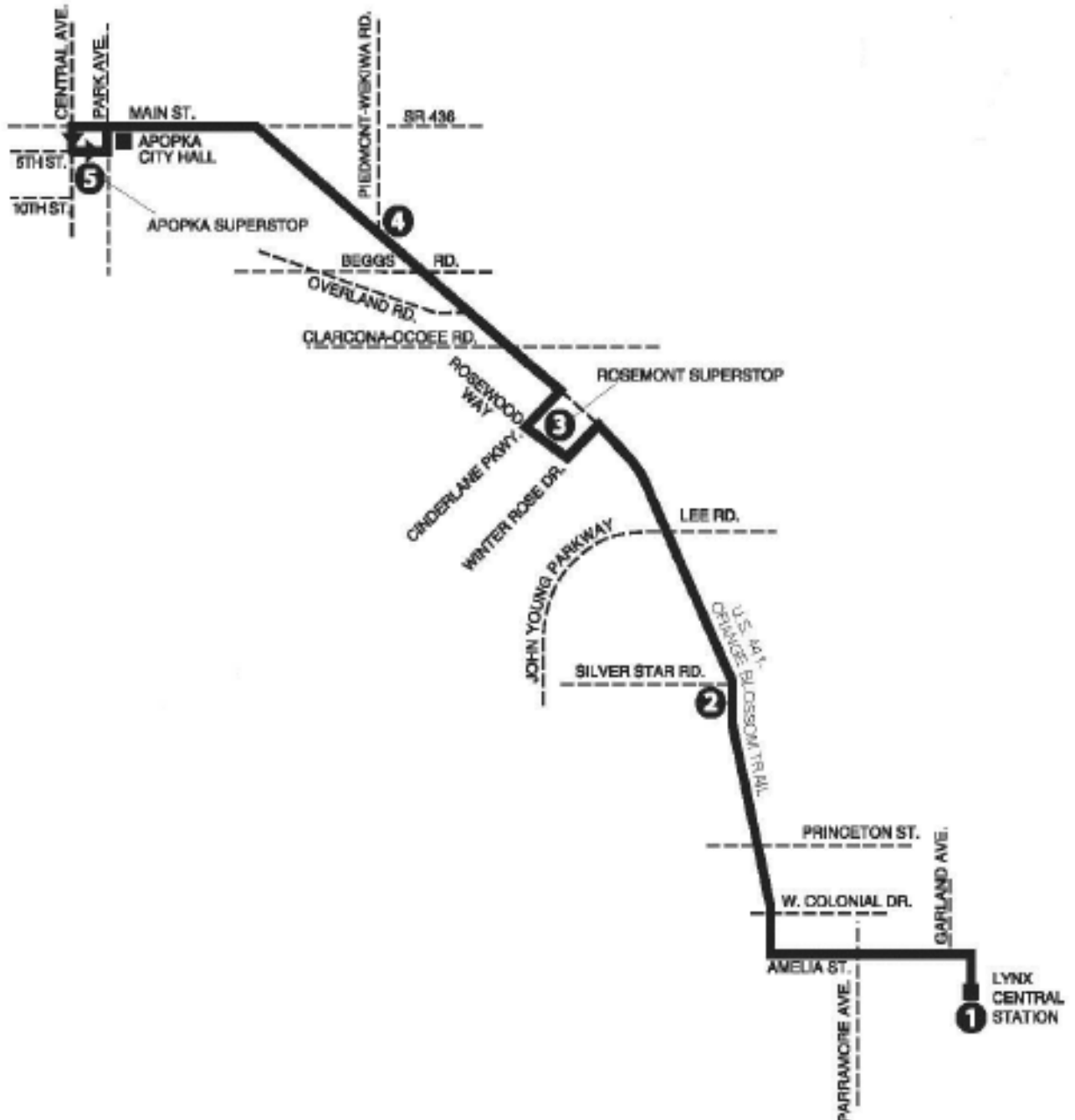
LINK 103 North 17-92 Sanford

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



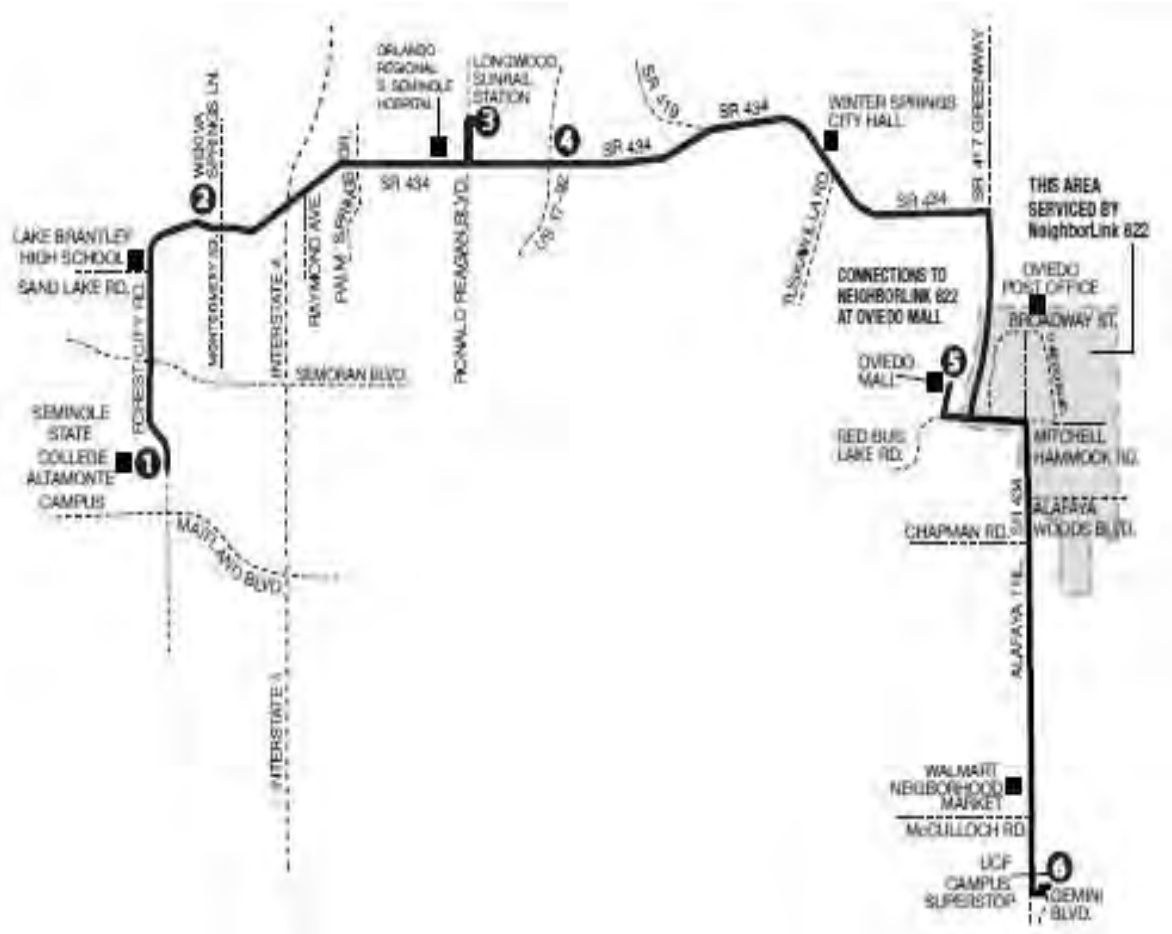
LINK 106 N. US 441/Apopka

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



Link 434 SR 434 Crosstown

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



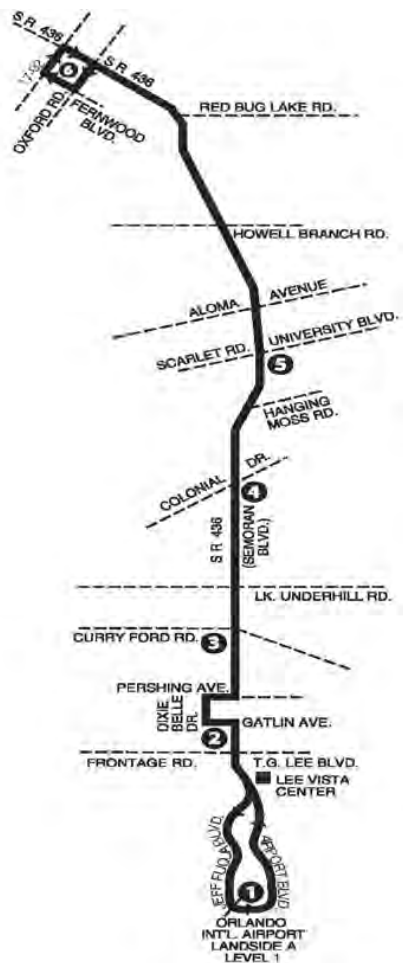
Link 436N SR 436 Crosstown

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



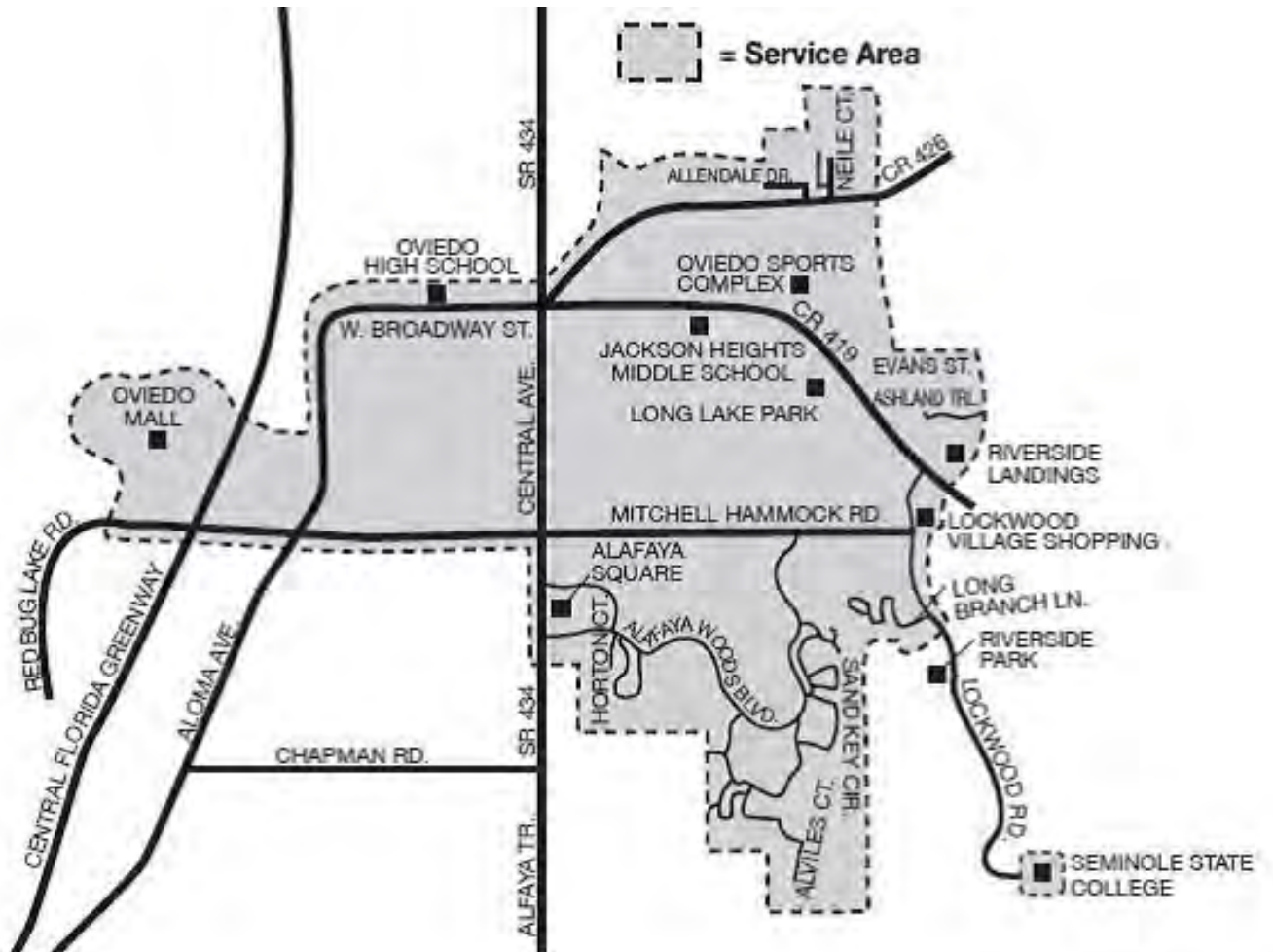
Link 436S SR 436 Crosstown

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



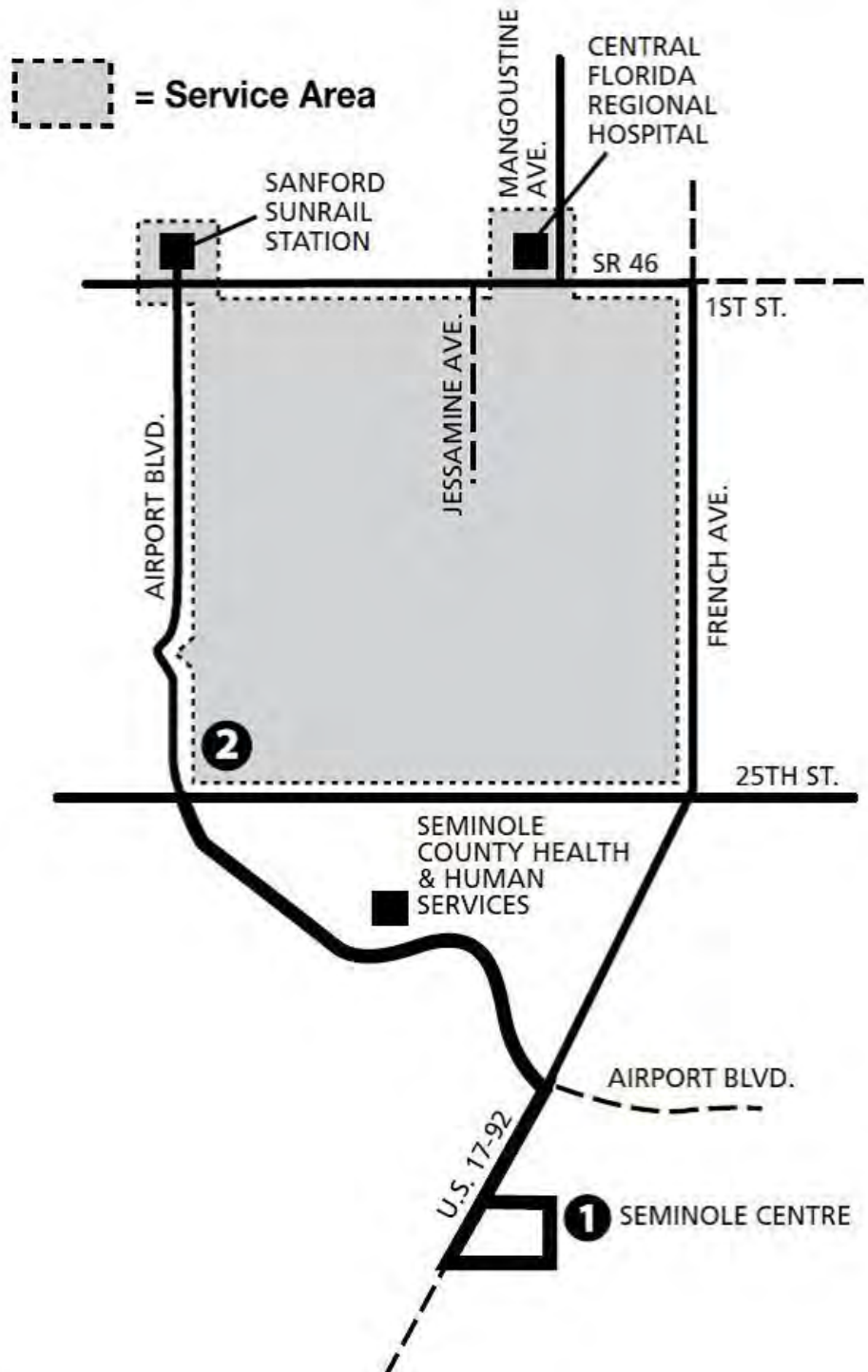
NeighborLink 622 Oviedo

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



NeighborLink 651 Goldsboro

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



Seminole County Transit Service Costs

Exhibit B

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

Fixed Route Operating Costs

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

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

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

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

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

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

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

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

FY2020 Billing Schedule

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

Exhibit “C”

FUNDING MODEL INFORMATION

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

fiscal year from October 1, 2018 to September 30, 2019 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

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

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX’s funding partners;

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of N/A. 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: _____

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

Chief Executive Officer

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

Date: _____

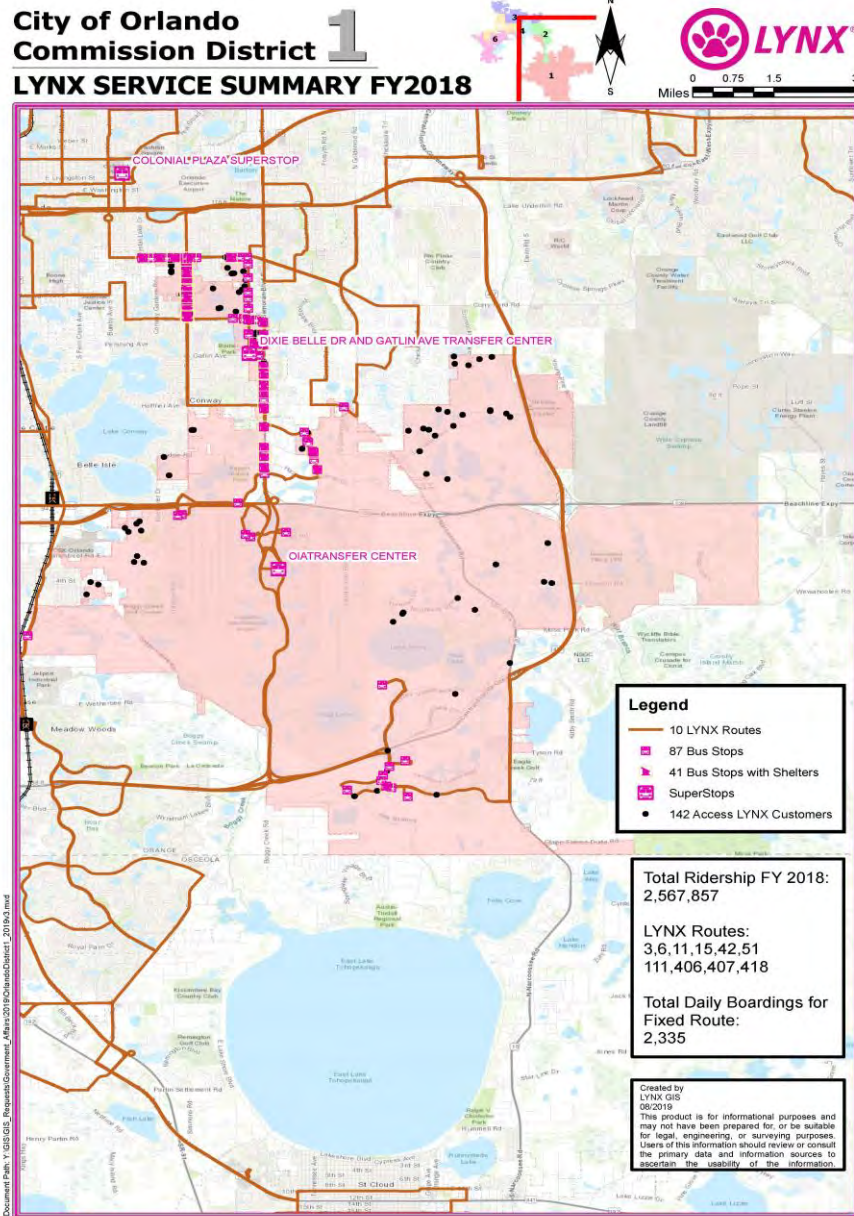
AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

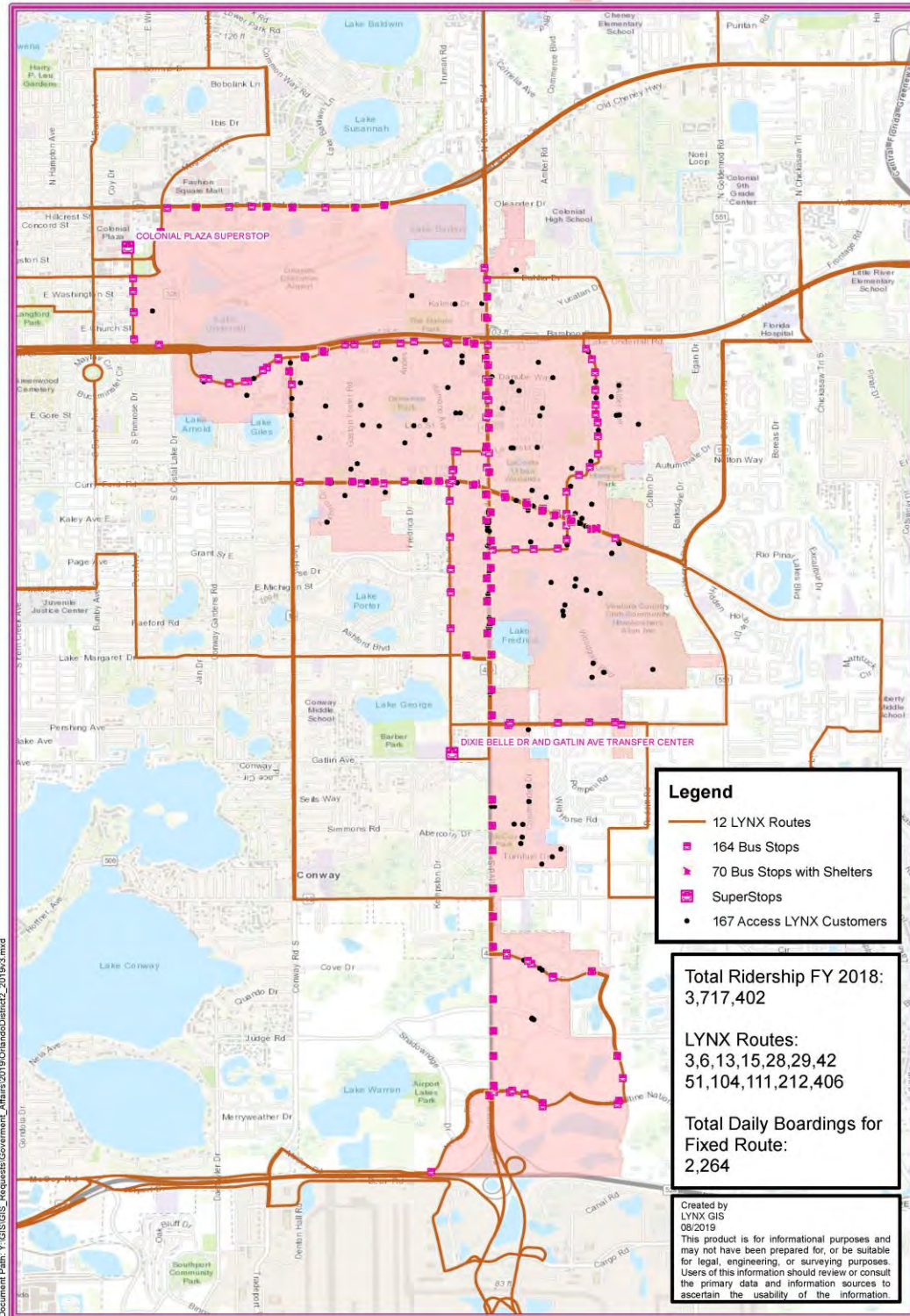
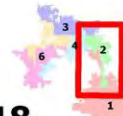
Exhibit "A"

DESCRIPTION OF SERVICE AREA



City of Orlando Commission District 2

LYNX SERVICE SUMMARY FY2018



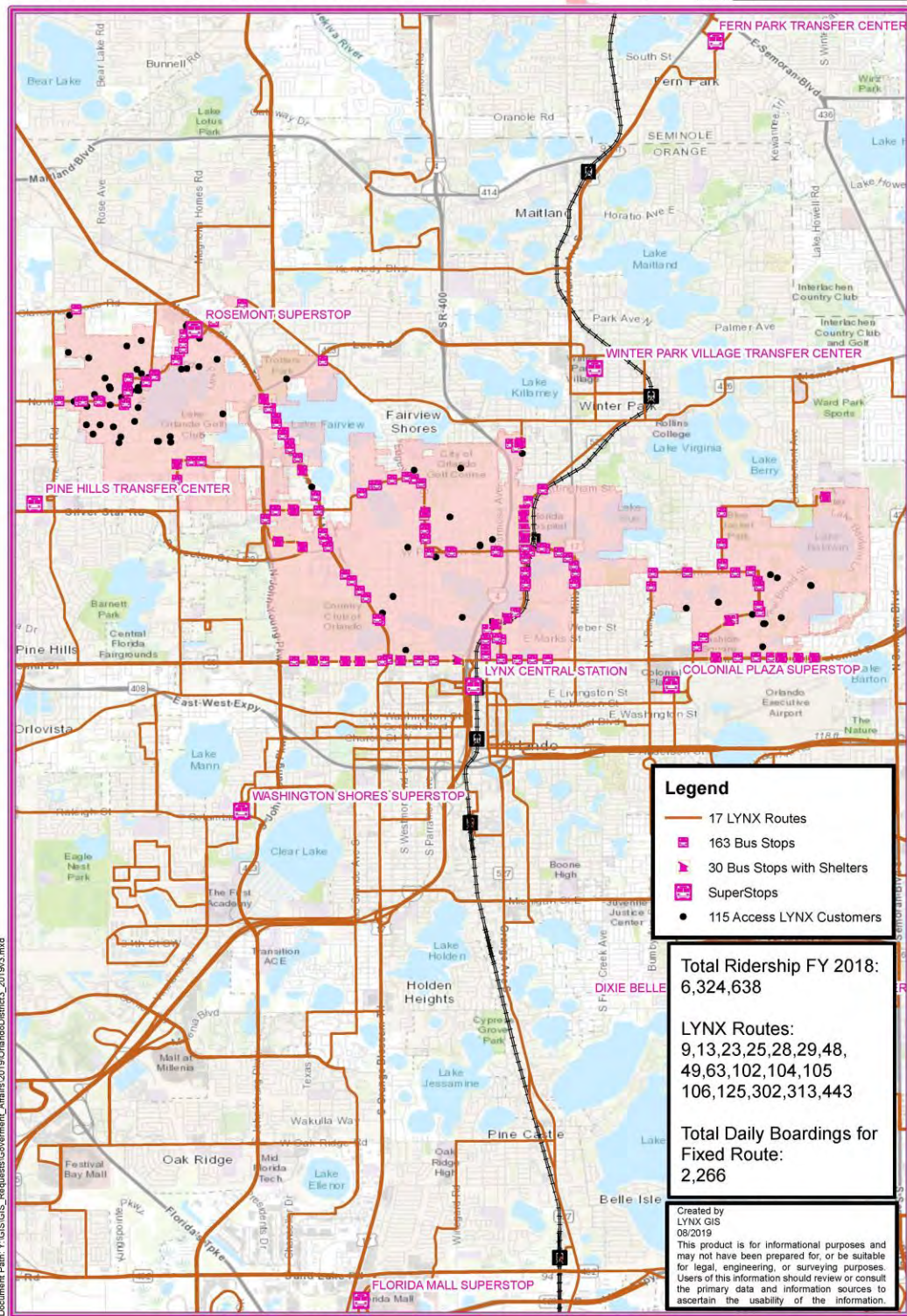
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City of Orlando Commission District 3

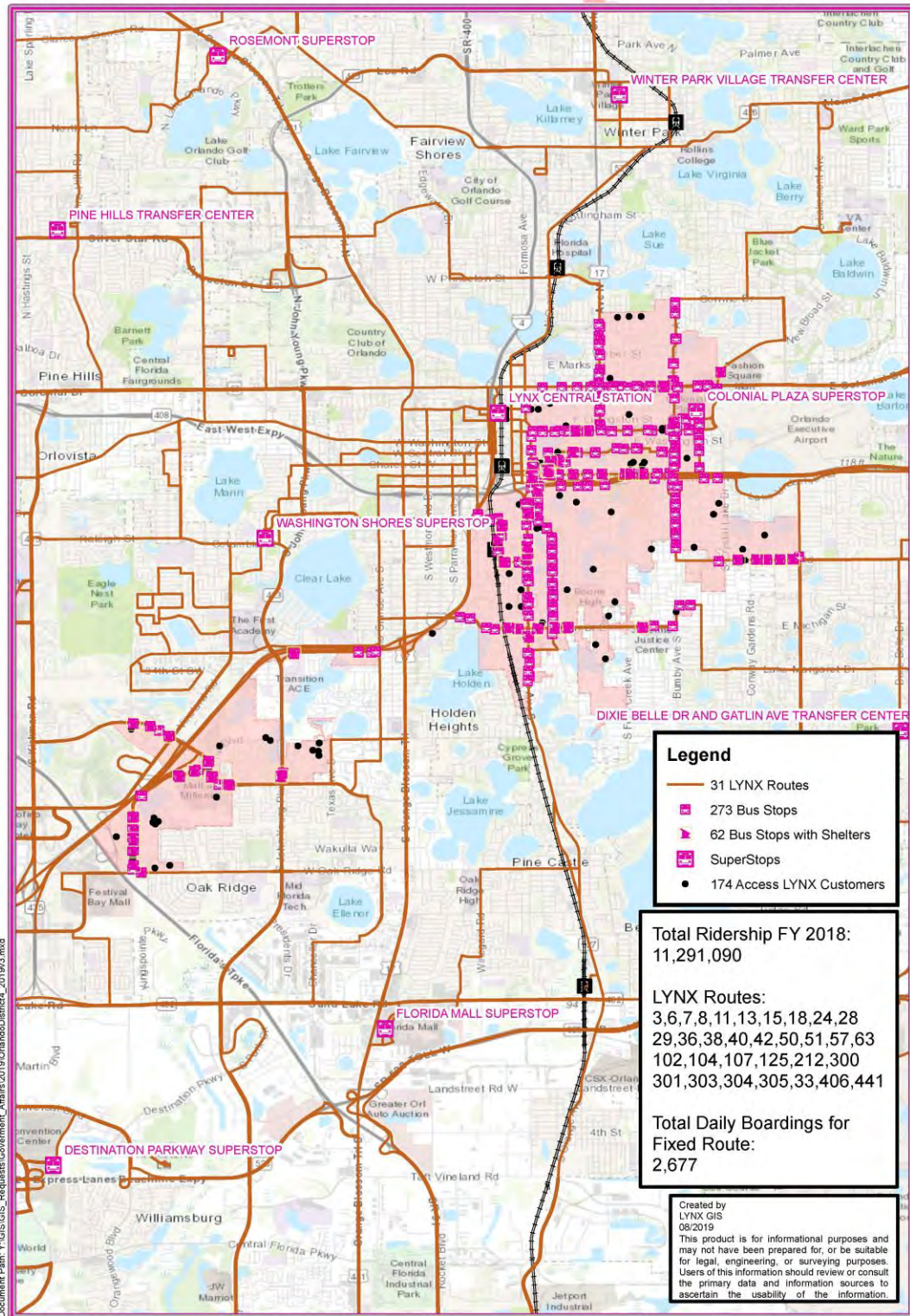
LYNX SERVICE SUMMARY FY2018



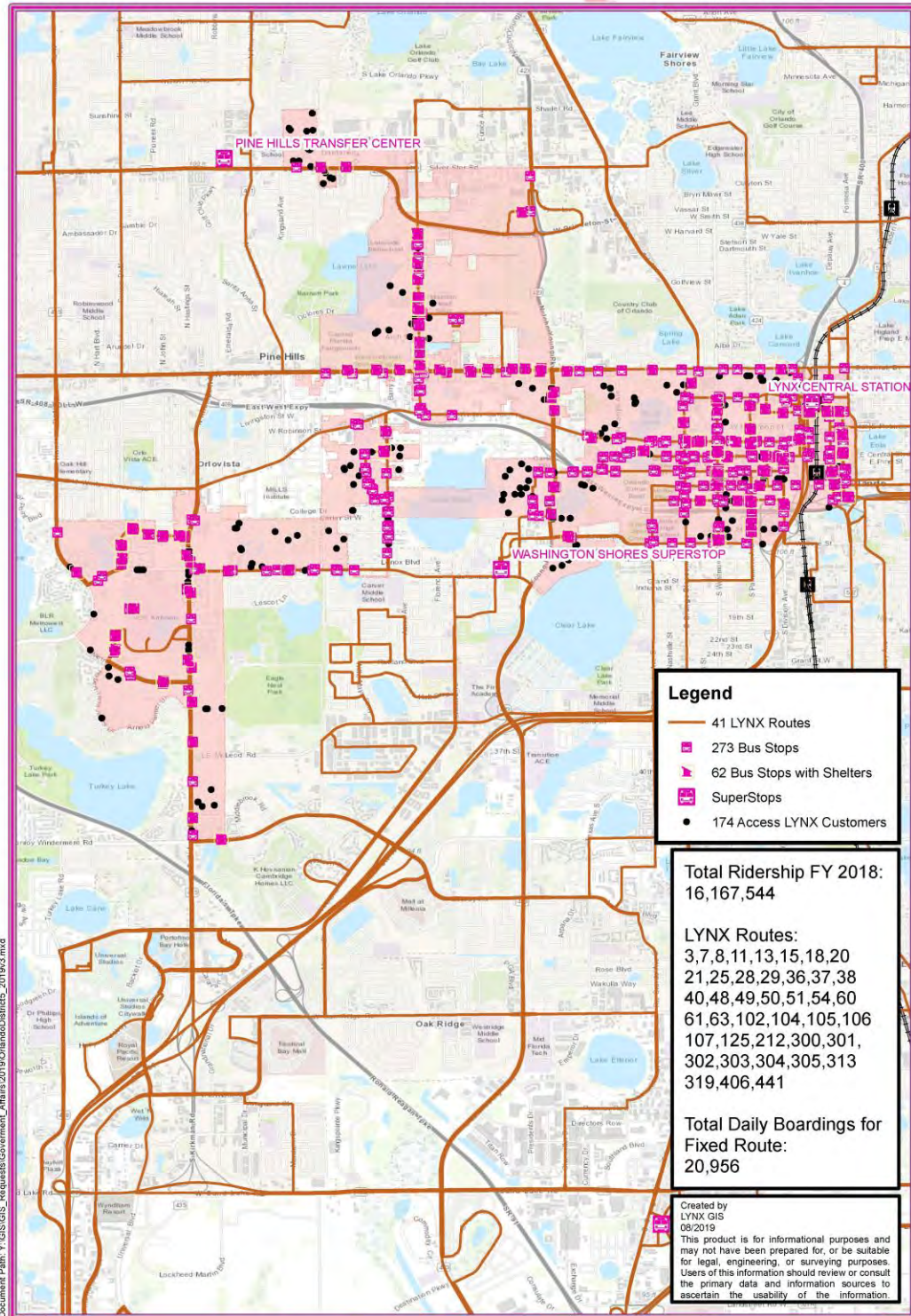
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City of Orlando Commission District 4 LYNX SERVICE SUMMARY FY2018



City of Orlando Commission District 5 LYNX SERVICE SUMMARY FY2018



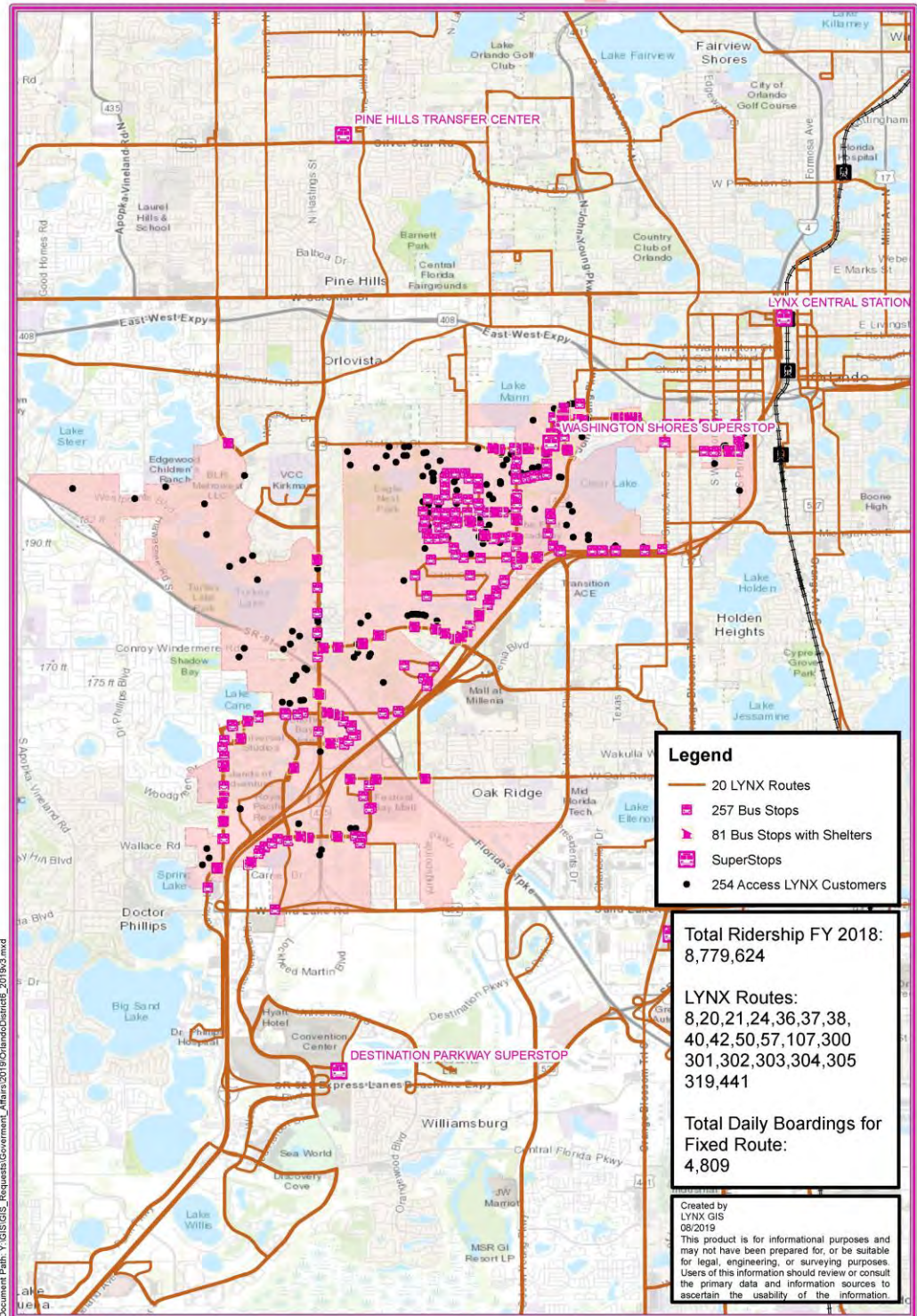
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City of Orlando Commission District 6

LYNX SERVICE SUMMARY FY2018



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Exhibit “B”

APPROPRIATED AMOUNT

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

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

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

Exhibit “C”

FUNDING MODEL INFORMATION

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

LYNX Board Agenda

Action Agenda Item #8.C

To: LYNX Board of Directors

From: Albert Francis
CHIEF FINANCIAL OFFICER
Leonard Antmann
(Technical Contact)
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6058

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

Date: 9/30/2019

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

The funding partner agreement for FY2020 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.

LYNX Board 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 2020 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX' fiscal year.

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

FISCAL IMPACT:

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

LYNX Board Agenda

EXHIBIT C:

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

fiscal year from October 1, 2018 to September 30, 2019 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

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

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX’s funding partners;

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

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

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Community Development Agency

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **Addendum.** There is attached hereto a certain Addendum consisting of N/A. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

**CITY OF ALTAMONTE SPRINGS,
FLORIDA**

By: _____
Deputy Clerk

By: _____
Patricia Bates, Mayor

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

Date: _____

Deputy Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

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

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

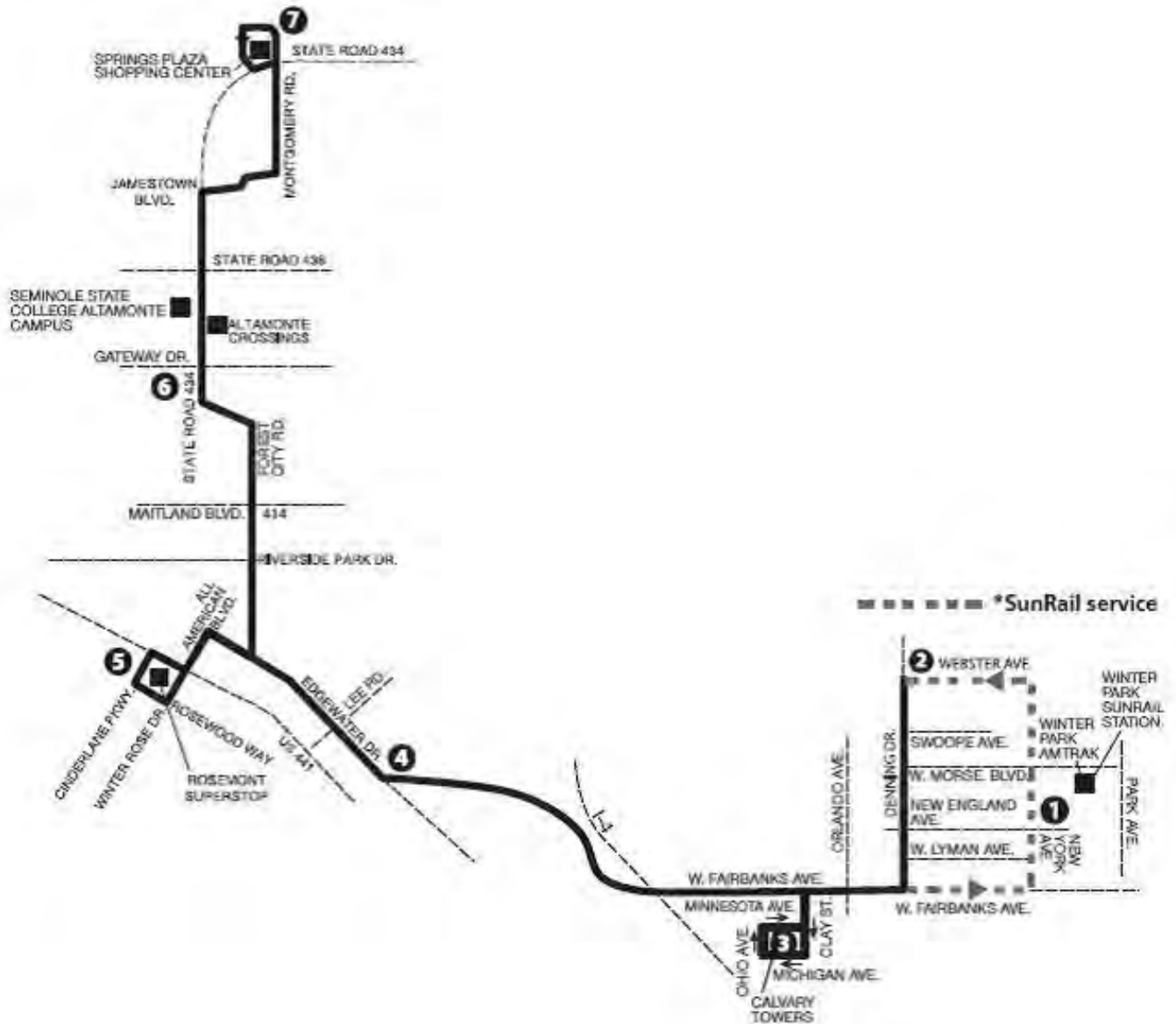
Patrick T. Christiansen, Esq.

Exhibit "A"

DESCRIPTION OF SERVICE AREA

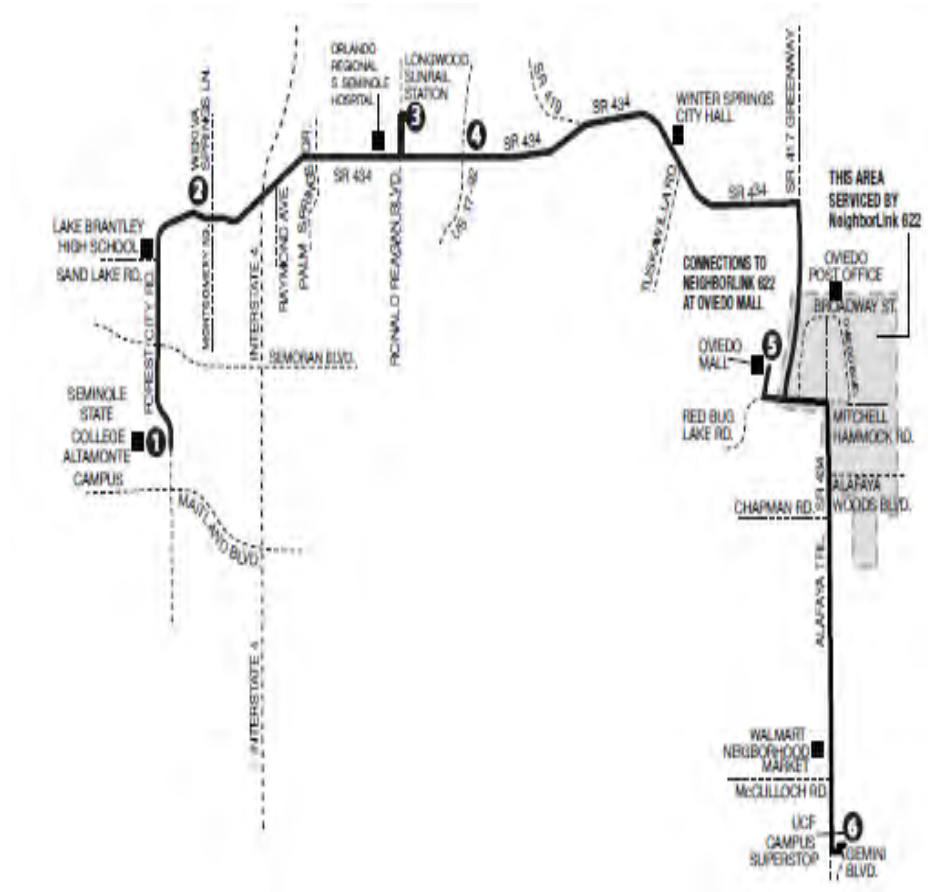
LINK 23 Winter Park/Springs Plaza

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



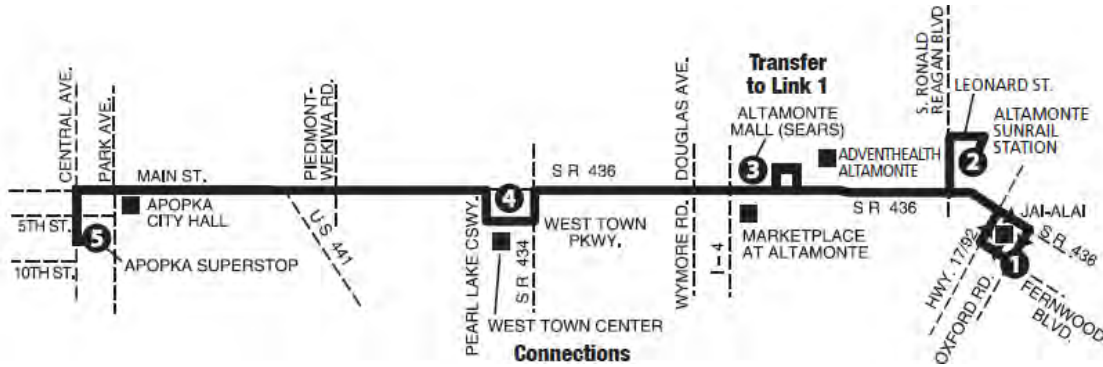
Link 434 SR 434 Crosstown

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



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

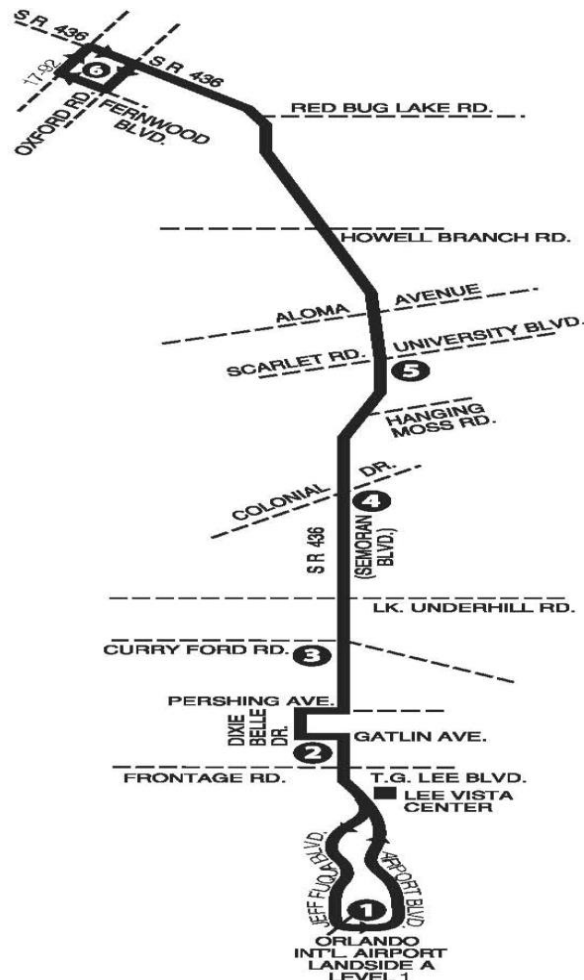


Exhibit “B”

APPROPRIATED AMOUNT

October 2019 through September 2020 \$ 120,900

Exhibit B City of Altamonte Springs Transit Service Costs For FY2020	
Total County Transit Service Cost	\$ 120,900

FY2020 Billing Schedule:	
October 2019	\$ 30,225
January 2020	\$ 30,225
April 2020	\$ 30,225
July 2020	\$ 30,225
Annual Funding Request from City	\$ 120,900

Exhibit “C”

FUNDING MODEL INFORMATION

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

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

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part III, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

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

fiscal year from October 1, 2018 to September 30, 2019 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2019; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

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

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

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

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

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

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

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s)

(ii) Elimination of route(s)

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

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

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

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

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

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

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

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

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

(D) A list of changes to authorized staffing.

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

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

(A) All of LYNX’s funding partners;

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FUNDING PARTNER'S CUSTODIAN OF PUBLIC RECORDS AT:

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

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

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

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

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

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to

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

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

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

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

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

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

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

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

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

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, Florida 32771
Attn: Norton N. Bonaparte, Jr., City Manager

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2020, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

CITY OF SANFORD, FLORIDA

By: _____
City Clerk

By: _____
Jeff Triplett, Mayor

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

Date: _____

City Clerk

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

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

Chief Executive Officer

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

Date: _____

AKERMAN LLP,
Counsel for LYNX

By: _____

Patrick T. Christiansen, Esq.

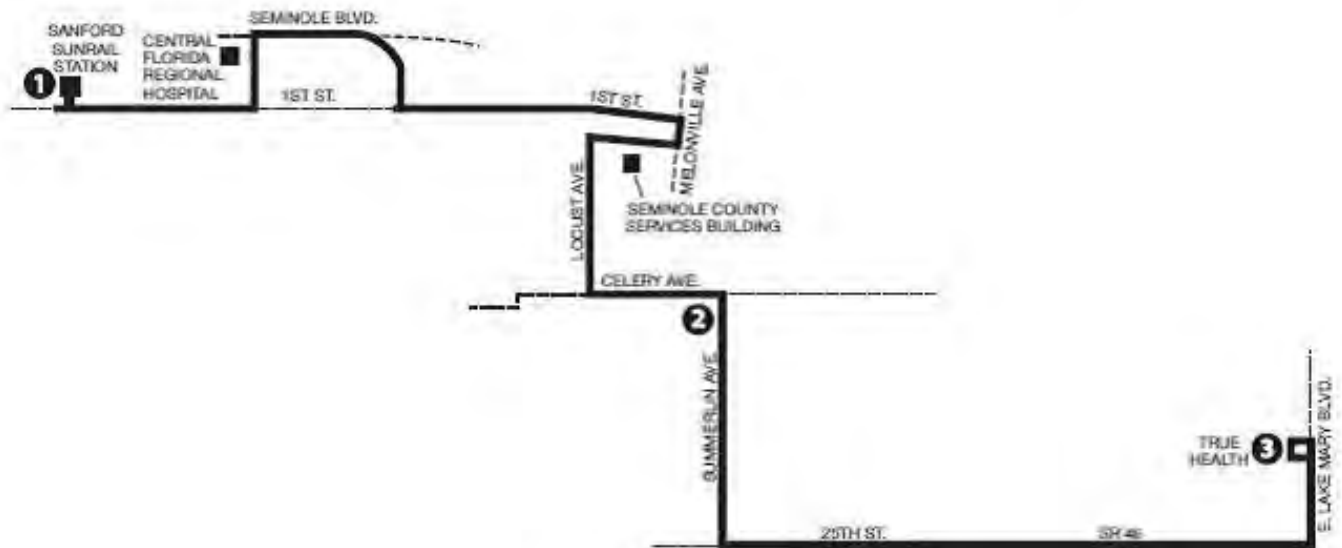
Exhibit "A"

DESCRIPTION OF SERVICE AREA

DESCRIPTION OF SERVICE AREA

LINK 46 East SR 46/Downtown Sanford

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



LINK 46 West w. SR 46/Seminole Towne Center

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

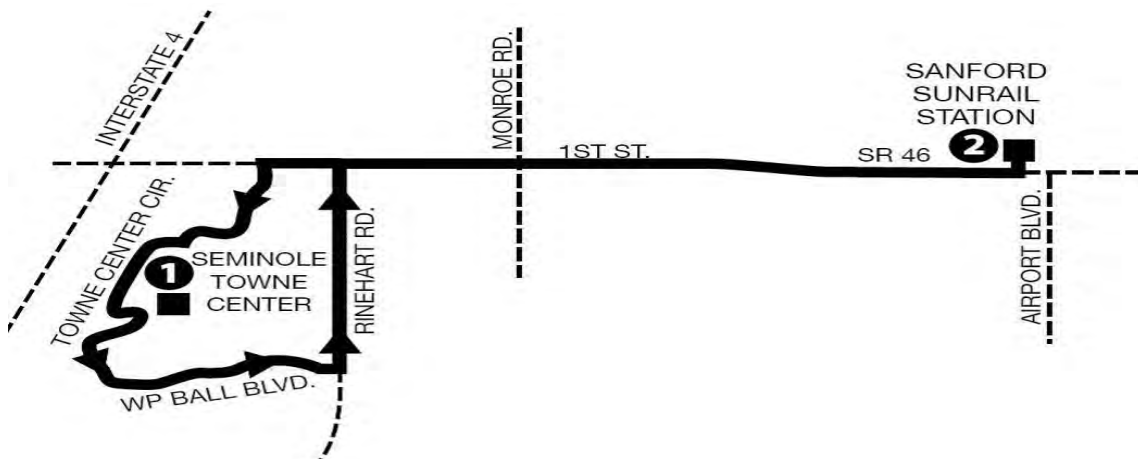


Exhibit “B”

APPROPRIATED AMOUNT

October 2019 through September 2020 \$ 93,000

Exhibit B City of Sanford Transit Service Costs For FY2020	
Total City Transit Service Cost	\$ 93,000

FY2020 Billing Schedule:	
October 2019	\$ 7,750
November 2019	\$ 7,750
December 2019	\$ 7,750
January 2020	\$ 7,750
February 2020	\$ 7,750
March 2020	\$ 7,750
April 2020	\$ 7,750
May 2020	\$ 7,750
June 2020	\$ 7,750
July 2020	\$ 7,750
August 2020	\$ 7,750
September 2020	\$ 7,750
Annual Funding Request from City	\$ 93,000

Exhibit “C”

FUNDING MODEL INFORMATION

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

LYNX Board Agenda

Action Agenda Item #8.D

To: LYNX Board of Directors

From: Leonard Antmann
DIRECTOR OF FINANCE
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Execute Bus Service Agreements: 1.) #20-C001 with the Econ River High School – Greater Orlando Campus (SHS) in the Amount of \$203,213.25 for a Period of One (1) Year; 2.) #18-C145 with Reedy Creek Improvement District (RCID) in the Amount of \$342,995 for a Period of One (1) Year; and 3.) #18-C144 with Lake County in the Amount of \$283,500 for a Period of One (1) Year

Date: 9/30/2019

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 \$203,213.25 for a period of one (1) year;

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

-Lake County in the amount of \$283,500 for a period of one (1) year

BACKGROUND:

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

Reedy Creek Improvement District: LYNX operates service on Links 50: Downtown Orlando/Magic Kingdom, Link 56: Kissimmee/Magic Kingdom, and Link 306: Disney Direct

LYNX Board Agenda

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.

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

FISCAL IMPACT:

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

Econ River High School	\$203,213.25
Reedy Creek	\$342,995.00
Lake County	\$283,500.00

**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, 2019

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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” – Description and Map of Bus Routes

Exhibit “B” – Service Schedule and Annual Service Costs

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2019, by and between:

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

and

ECON RIVER HIGH SCHOOL – GREATER ORLANDO CAMPUS, INC., a Florida non-profit corporation (hereinafter referred to as “**ERHS**” or “**Client**”), 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 “**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, ERHS has expressed a need for additional or new public transportation service in and to certain portions of the Orange County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

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

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

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

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

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

Cost of Bus Service shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2020, will be based on an estimated hourly rate of \$97.27 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.

Client

shall mean Econ River High School – Greater Orlando Campus, Inc.

Farebox Revenue

shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT

shall mean the Florida Department of Transportation.

FTA

shall mean the Federal Transit Administration.

Monthly Cost of Bus Service

shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue

shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment

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

Net Monthly Cost of Bus Service

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

Service Area

shall mean the area indicated in **Exhibit “A”** attached hereto.

Service Schedule

shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

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

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

(c) The changing transportation needs of the Client to the extent LYNX can accommodate such needs; and

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

3. **TERM.** This Agreement shall be effective on October 1, 2019 (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2020 (the “**Expiration Date**”), which is the funding period for providing the Bus Service as set forth in **Exhibit “A”** attached hereto.

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

4. **TERMINATION.**

(a) **Termination at Will.** This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days’ notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

(b) **Termination for Breach.** Unless breach is waived by the Client or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Client’s or LYNX’s right to remedies at law or to damages. At the sole option of the Client, if Orange County enters into an agreement with LYNX, Client may terminate this agreement and join the agreement entered into with Orange County.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “B”** is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is

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

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ERHS paying to LYNX the Net Monthly Cost of Bus Service. Net In that regard, the Parties do hereby agree as follows:

(a) Within thirty (30) days after the end of each and every month, LYNX shall provide to ERHS an accounting in reasonable detail sufficient to show for said month the actual Monthly Cost of Bus Service and actual Monthly Farebox Revenue, which would show for that month the required actual payment to be made to LYNX which would be the Net Monthly Cost for Bus Service to be paid. The Client shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

(b) To the extent the Monthly Farebox Revenue exceeds the Monthly Cost of Bus Service, the billing to ERHS for that month will be zero, and neither Party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

(c) For the purpose of invoicing ERHS, invoices and related matters will be sent to ERHS or received in person at the following address:

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

(d) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

(e) This agreement shall obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **ADVERTISING.** The Parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

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

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

8. **NON-ASSIGNABILITY**. This Agreement is not assignable by either Party without the prior written consent of the other Party.

9. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and the Client under this Agreement shall be that of an independent contractor and not an agent.

10. **NO THIRD PARTY BENEFICIARY**. This Agreement is solely between the Parties hereto and no person or persons not a Party hereto shall have any rights or privileges whatsoever either as a third Party beneficiary or otherwise.

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

As to LYNX: Maurice A. Jones, Manager of Procurement
LYNX
455 North Garland Avenue
Orlando, Florida 32801

with a copy to: James Harrison, Esq, Chief Executive Officer
LYNX
455 North Garland Avenue
Orlando, Florida 32801

As to the Company: Econ River High School – Greater Orlando Campus, Inc.
5850 T.G. Lee Blvd., Citadel I, Suite 345
Orlando, FL 32822
Attn: President

with a copy to: ALS Education, Inc.
2636 Elm Hill Pike, Suite 500
Nashville, TN 37214
Attn: Chief Financial Officer

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

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

13. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Each Party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.

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

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

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

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

(f) **Benefits of Service.** The Payments to be paid by ERHS to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

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

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

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

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

(k) **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ERHS such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the Parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

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

(m) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the Parties through an amendment to this Agreement.

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

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

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

[Signatures Begin On Following Page]

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

Attest:

**ECON RIVER HIGH SCHOOL – GREATER
ORLANDO CAMPUS, INC.**

By: _____

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
James Harrison, Esq.
Chief Executive Officer

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

AKERMAN LLP

By: _____
James Goldsmith

EXHIBIT “A”

Description of Bus Service

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

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

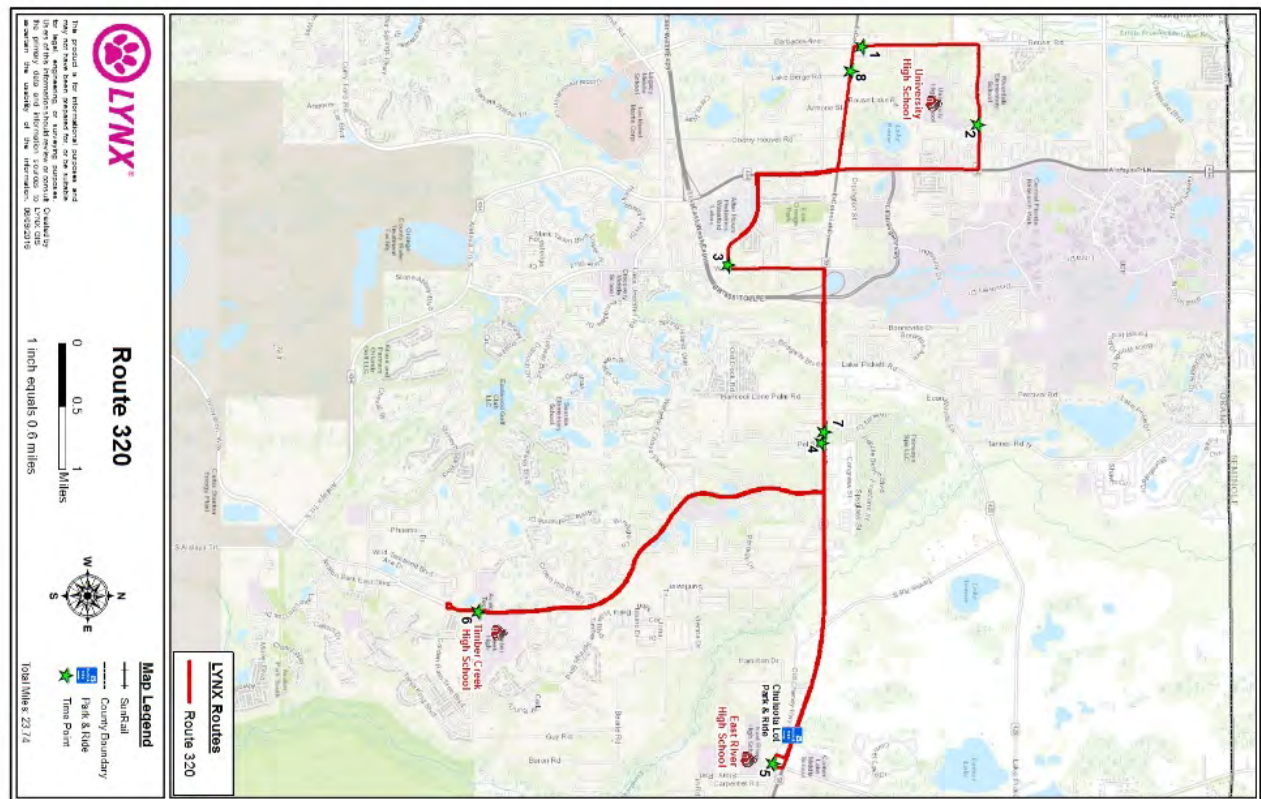


EXHIBIT “B”

Proposed Service Schedule and Annual Service Costs

LINK 320 - PROPOSED SCHEDULE

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

P.M.
Times
are
shown
in
bold

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

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

Hourly Rate	\$	97.27
-------------	----	-------

Gross Annual	\$	225,335.68
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Estimated Fares	\$ (22,122.43)
-----------------	----------------

Estimated cost, Net of Fares	\$ 203,213.25
------------------------------------	---------------

BUS SERVICE AGREEMENT
No. 18-C145

by and between

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

and

REEDY CREEK IMPROVEMENT DISTRICT
(RCID)

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

October 1, 2019

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Schedule of Exhibits and Appendices

- Exhibit "A" – Sketch of Reedy Creek Improvement District Service Area
- Exhibit "B" – Description of Service and Bus Routes
- Appendix 1 – Graphical Depictions of LYNX Bus Service Routes

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2019, by and between:

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

and

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

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

W I T N E S S E T H:

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

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

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

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

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

1. **DEFINITIONS.** For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement

shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "B" .
<u>Contributions</u>	shall mean, the RCID Contributions.
<u>Commuter Rail Funds</u>	shall mean any funds, if any, that LYNX may obtain from time to time as a result of the Commuter Rail Project and would be used for providing any of the Bus Service. Commuter Rail Funds are not within the defined term "Contributions".
<u>Commuter Rail Project</u>	shall mean the Commuter Rail Project presently being contemplated by the Central Florida community, to be undertaken in phases, with the initial phase to be from a point in Volusia County to a point in Taft in Orange County, Florida.
<u>RCID</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>RCID Contributions</u>	shall mean the contributions to be made by RCID to LYNX for the Bus Service in the aggregate amount of \$342,995 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 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.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route, or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "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. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2020 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of RCID paying to LYNX the sum of Three Hundred Forty-Two Thousand Nine Hundred Ninety-Five Dollars (\$342,995) payable in two payments of One Hundred Sixty-One Thousand Four Hundred Ninety-Eight Dollars (\$171,498) upon the effective date of Agreement and One Hundred Sixty-One Thousand Four Hundred Ninety-Seven Dollars (\$171,497) on or before September 30, 2020. No additional fees shall be due from RCID for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of RCID under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Routes to be covered in the Service Area are over roads which are owned and operated by a governmental unit and for the purposes of this Agreement only, said roads will be deemed to be "public". Other roads would be deemed to be "private" such as, for example, roads behind gates, etc. and these areas would be on roads not

owned and operated by any such governmental unit. If and to the extent the Bus Route at any time extends over any private property not owned by RCID in the Service Area, RCID shall obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. In regard to any roads deemed to be “private”, such consent may be revoked by RCID in its sole and absolute discretion upon twenty-four (24) hours’ notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Reedy Creek Improvement District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

(b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **BOND.** RCID shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by RCID under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and RCID under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: James Harrison, Esq, P.E.
Chief Executive Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6063
Telecopy: (407) 254-6137

with a copy to: Attn: Leonard Antmann
Director of Finance
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6125
Telecopy: (407) 254-6138

As to RCID: Ann Blakeslee, Deputy District
Administrator
Reedy Creek Improvement District
1900 Hotel Plaza Boulevard
Post Office Box 10170
Lake Buena Vista, Florida 32830
Telephone: (407) 828-3548
Telecopy: (407) 934-6200

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX of its rights to invoke sovereign immunity as a governmental entity.

(b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

(c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

(f) **Benefits of Service.** The RCID monies to be paid by RCID to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

(g) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

(h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

(i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

(j) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(k) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually

desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, RCID is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if RCID should fail to pay the requisite RCID Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

(l) **Service Within and Outside the Service Area**. The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit "B"**. Thus, the Contributions may be used for all of said Bus Service.

16. **BOARD APPROVAL**. This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT**. This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

**THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
James E. Harrison, Esq., P.E.

Chief Executive Officer

Approved as to Form and Content, and for
reliance only by LYNX and no other person.

Dated: _____, 2019

Akerman LLP, counsel for LYNX

By: _____
Patrick T. Christiansen

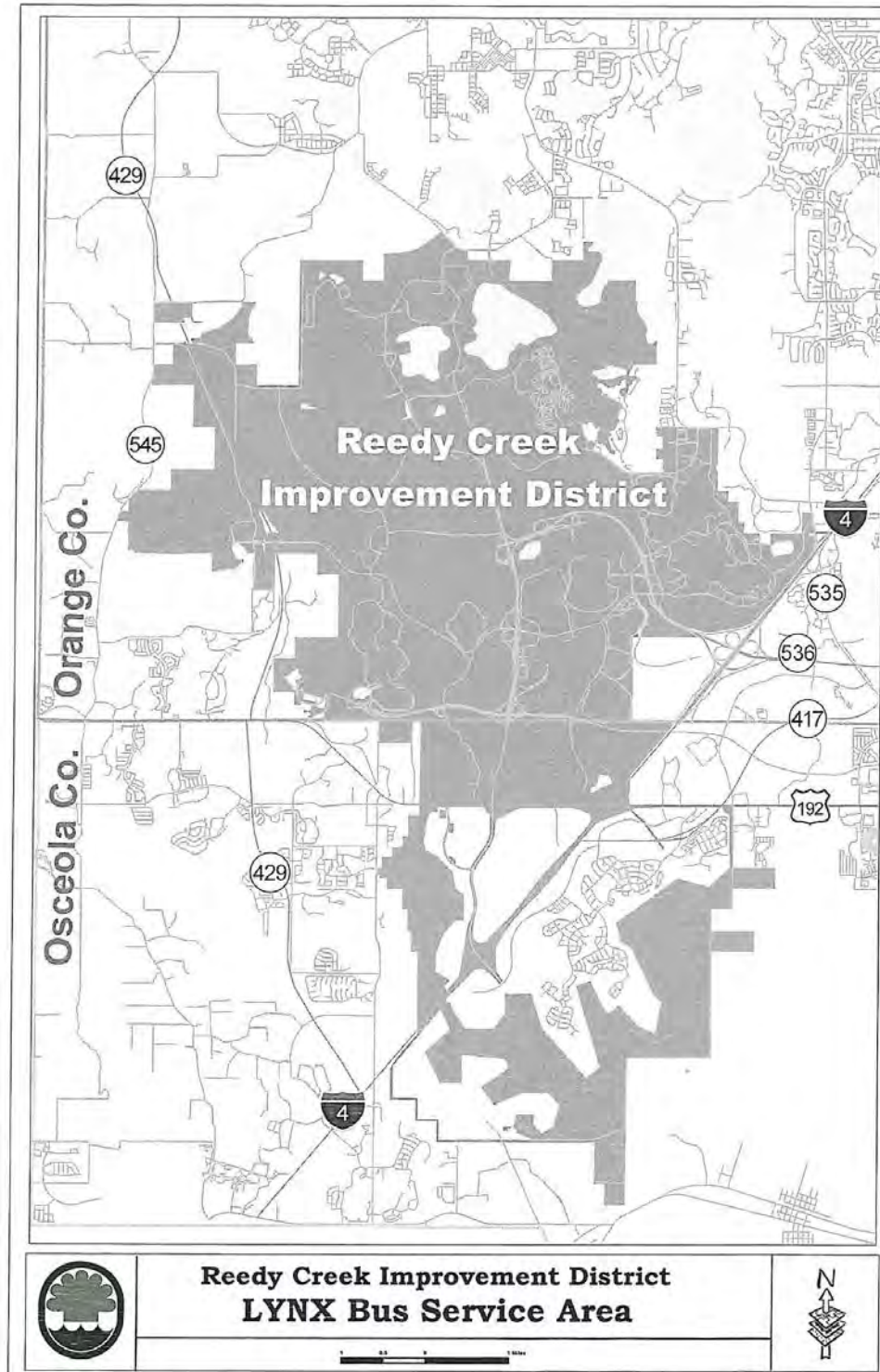
REEDY CREEK IMPROVEMENT DISTRICT

By: _____
John H. Classe, Jr.

District Administrator
(Print Title of Person Signing)

EXHIBIT "A"

Sketch of Reedy Creek Improvement District Service Area



Reedy Creek Improvement District Transit Service Costs

Exhibit B

Description of Appropriated Amount
October 1, 2019 through September 30, 2020

Fixed Route Operating Costs	Amount
Link 50	\$139,094
Link 56	\$94,843
Link 306	\$109,058
	\$342,995

Net Funding Request	\$342,995
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FY2020 Billing Schedule	
On or before 10/1/2019	\$171,498
On or before 9/1/2020	\$171,497
Annual Funding Request	\$342,995

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 Orlando/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:17 PM, 10:47 PM, 11:15 PM and 11:45 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, Disney Springs Transfer Center, 6800 Sea Harbor Drive and Academic LYNX Central Station
Link 56: Kissimmee/Disney's Magic Kingdom	Monday-Sunday & Holidays.	Departs every night at 10:21 PM, 10:50 PM, 11:19 and 11:48 PM from WDW Transportation and Ticket Center	WDW Transportation and Ticket Center, US 192 & Old Town, US 192 & SR 535, Disney University, Kissimmee Intermodal Facility
Link 306: Disney Direct	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:12 AM to 7:13 AM; Evening from 5:07 PM to 6:24 PM	Poinciana Walmart @ Doverplum Ave, Downtown Disney Springs Transfer Center and Hilton Bonnet Creek Resort

END EXHIBIT "B"

APPENDIX 1 Of Exhibit "B"

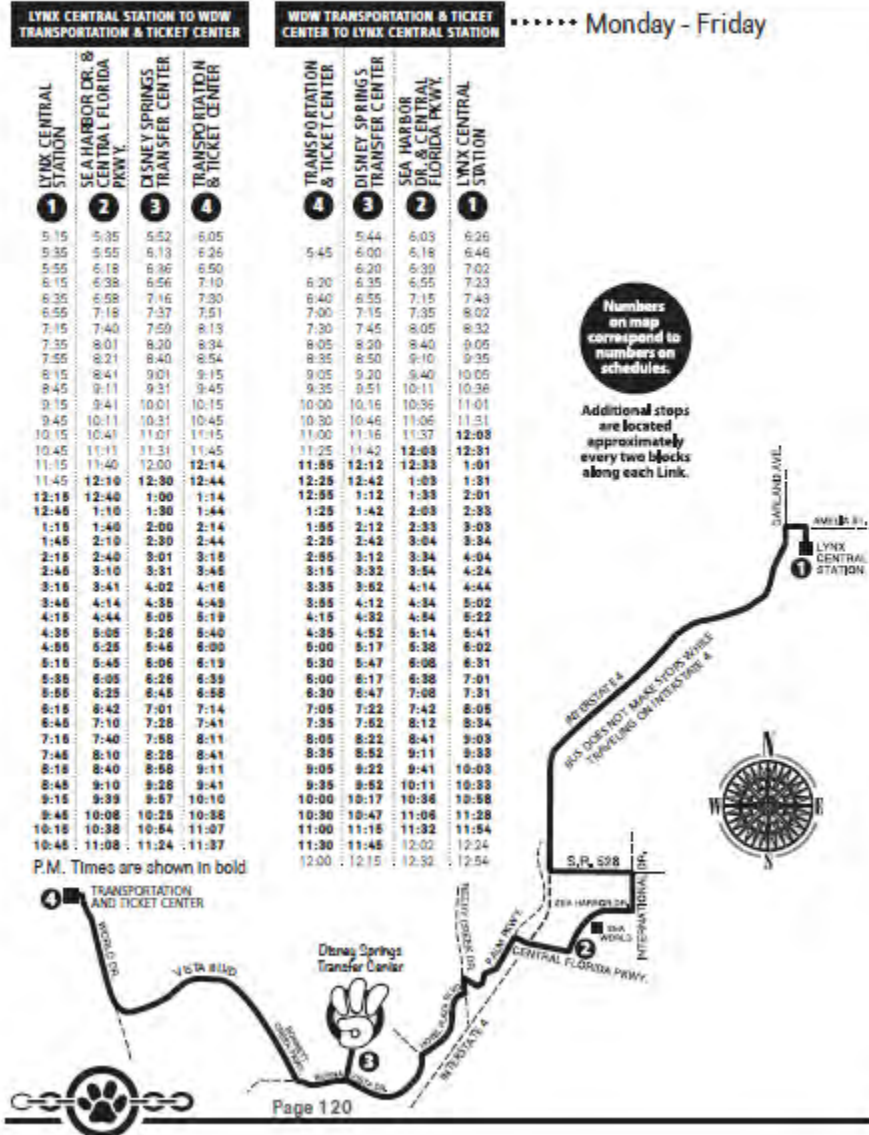
Graphical Depictions of Lynx Bus Service Routes

Link 50

Downtown Orlando/Magic Kingdom
Monday-Sunday & Holiday service

SERVING:
LYNX Central Station
SeaWorld
Disney Springs

Walt Disney World Resort
Transportation and
Ticket Center



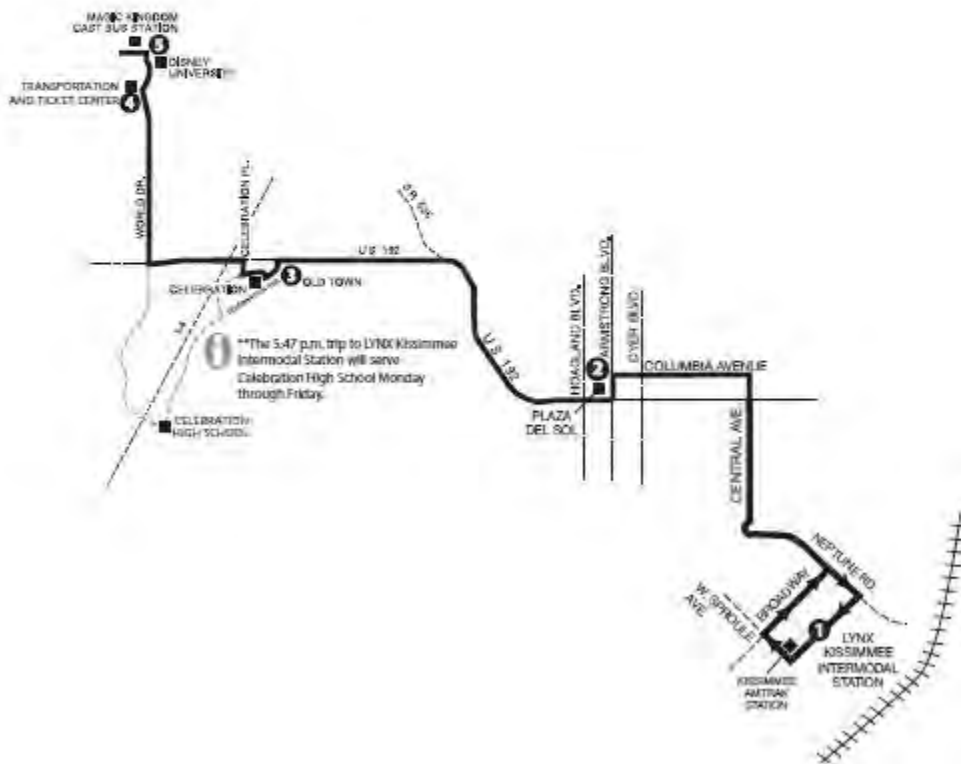
Link 56

W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

Magic Kingdom Cast Bus Station
Disney University
LYNX Kissimmee Intermodal Station



Service Monday-Sunday & Holidays
5:30 AM to 11:00 PM

Frequency 30 minutes

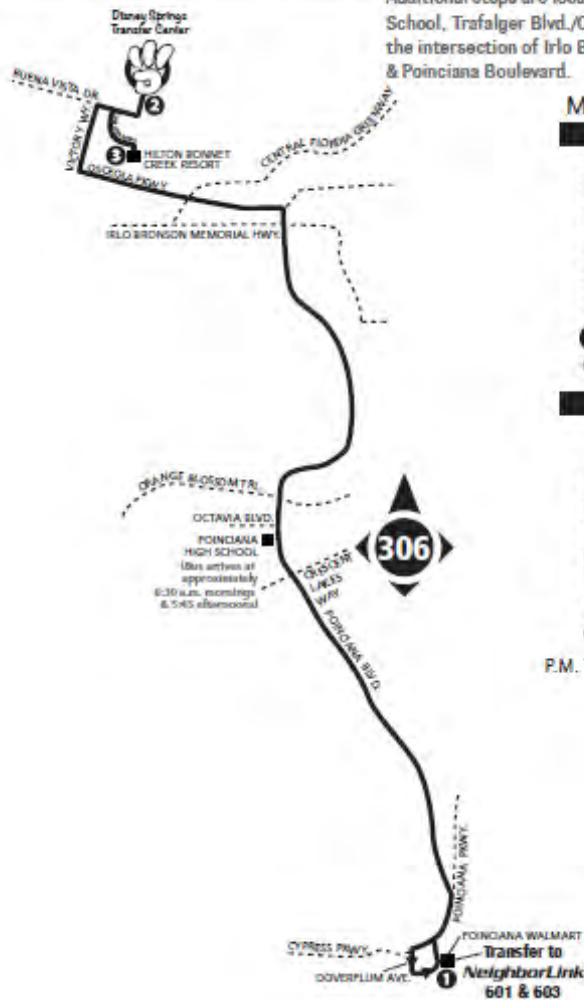
Link 306

Disney Direct
Monday-Sunday & Holiday
service

- SERVING:
- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

NeighborLink 603
Poinciana Walmart

Additional stops are located at Poinciana High School, Trafalger Blvd./Crescent Lakes Way and the intersection of Irlo Bronson Memorial Highway & Poinciana Boulevard.



Monday - Friday

TO DISNEY

Poinciana Walmart	Disney Springs Transfer Ctr.	Hilton Bonnet Creek Resort
1	2	3
6:15	7:00-7:05	7:13

TO POINCIANA

Hilton Bonnet Creek Resort	Disney Springs Transfer Ctr.	Poinciana Walmart
3	2	1
8:07	8:15-8:20	8:07

P.M. Times are shown in bold

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, 2019

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2019, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, Chapter 343, Florida Statutes, 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, whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778 (hereinafter referred to as “**LAKE COUNTY**”).

LAKE COUNTY and LYNX shall sometimes each be referred to collectively as the “**parties**”.

W I T N E S S E T H:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, LAKE COUNTY has expressed a need for additional or new public transportation service in and to certain portions of Polk County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2020, will be based on an estimated hourly rate of \$72.90 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.

County Shall have the meaning set forth in the preamble to this Agreement.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall mean the area indicated in <u>Exhibit "A"</u> attached hereto.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- (b) All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.;
- (c) The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2020 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of each fiscal of this Agreement (based on a September 30 fiscal year), LAKE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered

by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAKE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the LAKE COUNTY Board of Directors. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by 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. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with 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 Net Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to the LAKE COUNTY 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. LAKE COUNTY 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 LAKE COUNTY for that month will be zero, and neither party will be obligated to the other. LYNX will be entitled to keep the Monthly Farebox Revenue.

c. For the purpose of invoicing, invoices and related matters will be sent to the LAKE COUNTY at the following address:

Lake County
PO Box 7800
Tavares, Florida 32778

d. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

e. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of LAKE COUNTY under this Agreement.

8. **This Paragraph is not applicable.**

9. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue".

10. **BOND.** 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.

11. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

12. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and LAKE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

13. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

14. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Director of Finance
455 North Garland Avenue
Orlando, Florida 32801

Copy: James E. Harrison, Esq., P.E., Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

LAKE COUNTY: Melanie N. Marsh, County Attorney
Lake County
PO Box 7800
Tavares, Florida 32778

Copy: Darby Law Group
500 S. Florida Avenue, Suite 520
Lakeland, Florida 33801

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

15. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

16. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAKE COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by the LAKE COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

i. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with 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.

l. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "A"**. LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

m. **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

17. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

18. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAKE COUNTY Executive Director.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAKE COUNTY Board of Directors.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

LAKE COUNTY

By LAKE COUNTY Board of Directors

By: _____
(Signature of Authorized Official)

By: _____

(Print Name and Title of Person Signing)

Dated: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
James E. Harrison, Esq., P.E.
Chief Executive Officer

Approved as to form only by General
Counsel; for sole reliance by LYNX

Akerman, Senterfitt & Eidson, P.A.

By: _____
Patrick T. Christiansen

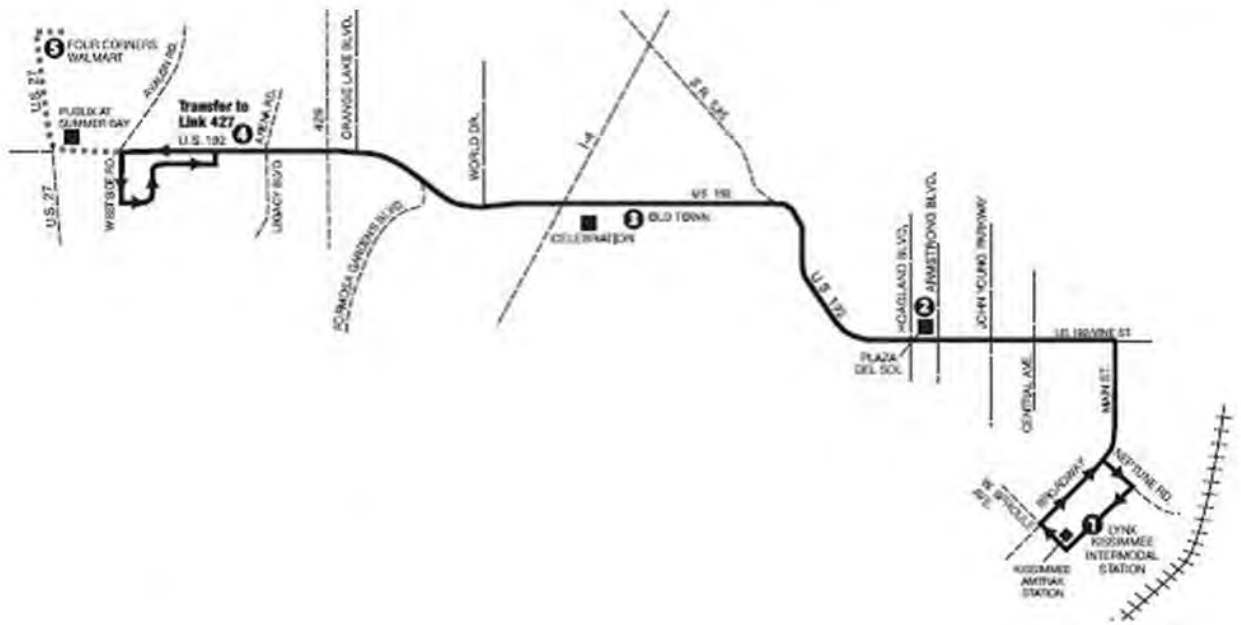
EXHIBIT “A”

Description and Schedule of Bus Route(s)

Effective: August 25, 2019

Link 55 w. US 192/Crosstown

Serving: LYNX Kissimmee Intermodal Station, Plaza Del Sol, Old Town, Celebration, Orange Lake, and Four Corners Wal-Mart



Note: Link 55 will not stop on US 192 between Legacy Blvd. and US 27. This area is served by Polk Transit route 427.

Lake County Transit Service Costs

Exhibit B

Description of Appropriated Amount

October 1, 2019 through September 30, 2020

Fixed Route Operating Costs	Amount
Link 55	\$283,500
	\$283,500

Net Funding Request from County **\$283,500**

FY2020 Billing Schedule	Amount
October-18	\$23,625
November-19	\$23,625
December-19	\$23,625
January-20	\$23,625
February-20	\$23,625
March-20	\$23,625
April-20	\$23,625
May-20	\$23,625
June-20	\$23,625
July-20	\$23,625
August-20	\$23,625
September-20	\$23,625
Annual Funding Request from County	\$283,500

LYNX Board Agenda

Information Item A: Notification of Settlement Agreements Pursuant to Administrative Rule 6

To: LYNX Board of Directors

From: Melanie Stanisic
DEPUTY DIRECTOR OF RISK MGMT
Melanie Stanisic
(Technical Contact)

Phone: 407.841.2279 ext: 6167

Item Name: Information Item
Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 9/30/2019

LYNX Liability Claim Settlements August 1, 2019 – August 31, 2019

Claimant Name	Accident Date	Accident Type	Settlement Amount	Date of Check
Naomi Pean	10/23/16	Bodily Injury	\$4,000	08/05/19
Martin Arango	10/06/15	Bodily Injury	\$25,000	08/05/19
Tabitha Gipe	05/29/19	Property Damage	\$849.10	08/05/19
Alanna Jerriho	05/10/19	Property Damage	\$1,227.52	08/05/19
Maria Antoinies	06/06/18	Property Damage	\$2,917/38	08/05/19
Curtis Jones	05/11/19	Property Damage	\$912.41	08/05/19
Keith Coiscou	05/22/19	Property Damage	\$1,257.78	08/05/19
Minh Pham	02/11/19	Property Damage	\$742.95	08/09/19
Nelson Laboy	06/24/19	Property Damage	\$798.73	08/09/19
Purco	01/24/19	Property Damage	\$1,265.72	08/09/19
Elizabeth Quezada	06/08/18	Employee Injury	\$22,750.00	08/09/19
Maria Tabares	04/30/19	Property Damage	\$624.55	08/19/19
Miranda's Towing	07/29/19	Property Damage	\$186.92	08/19/19
Edwina Mack	02/15/14	Bodily Injury	\$6,000.00	08/19/19
Melanie Nance	05/25/18	Bodily Injury	\$3,000.00	08/30/19
Luis Oquendo	05/24/19	Property Damage	\$1,267.17	08/30/19
Mychal Fakir	08/02/19	Property Damage	\$226.31	08/30/19
Luis Garcia	08/03/19	Property Damage	\$420.51	08/30/19
Oliver Locke	02/20/19	Property Damage	\$3,462.92	08/30/19
Janine Hale	08/29/18	Property Damage	\$792.39	08/30/19
Alex Reyes	08/16/18	Property Damage	\$4,335.07	08/30/19
Antonio Bell	05/23/17	Bodily Injury	\$8,500.00	08/30/19
Basem Aljabari	03/04/19	Employee Injury	\$15,000.00	08/30/19
Barbara De Rodriguez	05/05/19	Property Damage	\$8,045.00	08/30/19

LYNX Board Agenda

Monthly Report A: Communications Report

To: LYNX Board of Directors

From: Matthew Friedman
DIRECTOR OF MARKETING COMM
Matthew Friedman
(Technical Contact)

Phone: 407.841.2279 ext: 6206

Item Name: Communication Monthly Report – August 2019

Date: 9/30/2019

LYNX COMMUNITY EVENTS AND OUTREACH – AUGUST 2019

AUGUST	EVENT NAME	DESCRIPTION
8	Jones School	Back to School
10	Taft School	Back to school
15	Main St High school	Back to school
17	National Fed Blind	Information
20	Good Samaritan	ID Event and Info

LYNX PRESS RELEASES | MEDIA NOTES: AUGUST 2019

Aug. 16	LYNX Board of Directors and Oversight Committee Meetings Time Change for Aug. 22
Aug. 23	LYNX Hurricane Dorian Statement 9a on Aug. 30
Aug. 30	LYNX Hurricane Dorian Statement 1 p.m. on Aug. 30

LYNX SOCIAL MEDIA – AUGUST 2019

Aug. 8	<p>Creative Village: UCF-Valencia campus expected to be hottest area for downtown Orlando growth Orlando Sentinel A younger population could also mean increased riders for the city's free LYMMO circulator buses — UCF and Valencia students get free Lynx bus ...</p>
Aug. 23	<p>Orange County officials get earsful on transportation problems Florida Politics (blog) He talked generally about roads, streets and bike and pedestrian routes, expanding the LYNX bus system, expanding the SunRail commuter rail ...</p> <p>Orange County Mayor Jerry Demings stumps for penny sales tax for transportation Orlando Sentinel ... to persuade voters to approve a penny sales-tax boost and use the money to fund the Lynx bus service, pay for SunRail and improve the countywide ...</p>
Aug. 27	<p>Orange County's road to future transportation Florida Politics (blog) The region's bus system LYNX has its plans, which could be radically overhauled, expanded and accelerated if the tax is approved. The region's ...</p>
Aug. 28	<p>Self-driving buses could be the future of Downtown Orlando Fox 35 Orlando Orlando has been designated by the Federal Government as a testing ground for autonomous vehicles, so Lynx, Metroplan and the City of Orlando ...</p>
Aug. 30	<p>Here's how Lynx, SunRail will be affected by Hurricane Dorian Orlando Business Journal With that, public bus and transit organization Lynx tweeted out its hurricane plan and said it would provide updates as necessary. The plan includes ...</p>

LYNX Board Agenda

LYNX NEWS ARTICLES – AUGUST 2019

Aug. 1	The Fresh Stop Bus. Response to complaint about new bus operators.
Aug. 2	LYNX Bus Tracker application. Service detours.
Aug. 3	Orlando City Soccer game.
Aug. 4	Popular destinations.
Aug. 5	LYNX Paw Pass application. Response to question about Link 416.
Aug. 6	LYMMO buses are fare free.
Aug. 7	SunRail Tupperware Station. Safety notice for Lime electric bikes and scooters.
Aug. 8	Elimination of KnightLYNX service.
Aug. 9	Service detour on Parramore Avenue. Response to complaint about Link 416 bus operator.
Aug. 10	Orlando Pride game.
Aug. 11	Places to visit in Central Florida.
Aug. 12	Universal Orlando: Links 21, 37 and 40.
Aug. 13	LYNX See & Say application.
Aug. 14	Aug. 25 Service Changes. Response to complaints about a safety notice.
Aug. 15	Labor Day holiday schedule.
Aug. 16	Board of Directors and Oversight Committee meetings time change. Service detour for LYMMO and Grapefruit lines.
Aug. 17	LYNX ID service will be open today. Orlando Pride game.
Aug. 18	Aug. 25 Service Changes.
Aug. 19	Town Hall meeting with Mayor Demings. Lunchtime view at Lake Eola Park.
Aug. 20	New bay assignment at Universal Studios bus loop. Response to complaint about Link 13. Response to positive feedback concerning a bus operator. Service detour for the opening of the UCF Downtown Campus.
Aug. 21	Beautiful morning in Orlando. Response to complaint about the LYNX bus tracker application. Response to complaint about a bus operator. Town Hall meeting with Mayor Demings. Live Town Hall meeting at LYNX Central Station.
Aug. 22	Response to complaint about ants at a bus stop. Service detour around downtown Orlando due to the new UCF Downtown and Valencia College Campus. Notified customer that the ant issue was resolved.
Aug. 23	Aug. 25 Service Changes.

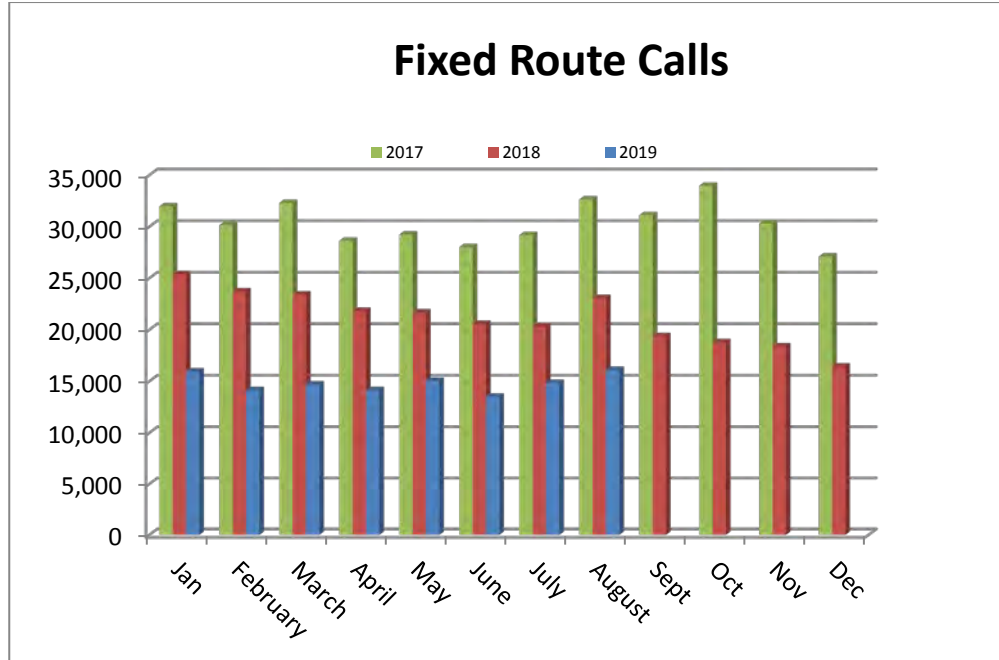
LYNX Board Agenda

	Orlando City Soccer game. Shuttle service for Camping World Kickoff.
Aug. 24	Shuttle service for Camping World Kickoff. LYNX is hiring. Service detour around downtown Orlando due to the new UCF Downtown and Valencia College Campus. Aug. 25 Service Changes.
Aug. 25	Aug. Service Changes are in effect today. New bay assignments effective today.
Aug. 26	Reminder: new bay assignments at LYNX Central Station. Welcome UCF and Valencia College students to the Downtown Orlando Campus. Response to complaint about Link 13. Response to complaint about the LYNX PawPass application. Labor Day holiday schedule. Service alert: reassigned bay change.
Aug. 27	Service alert: reassigned bay change. Response to complaint about the unavailability of new route brochures.
Aug. 28	Response to complaint about a bus operator's lane change. Labor Day holiday schedule. Hurricane Dorian.
Aug. 29	Hurricane Dorian.
Aug. 30	Hurricane Dorian. Hurricane Dorian update. Response to positive feedback about an operator. Hurricane Dorian update.
Aug. 31	Hurricane Dorian update. Hurricane Dorian update.

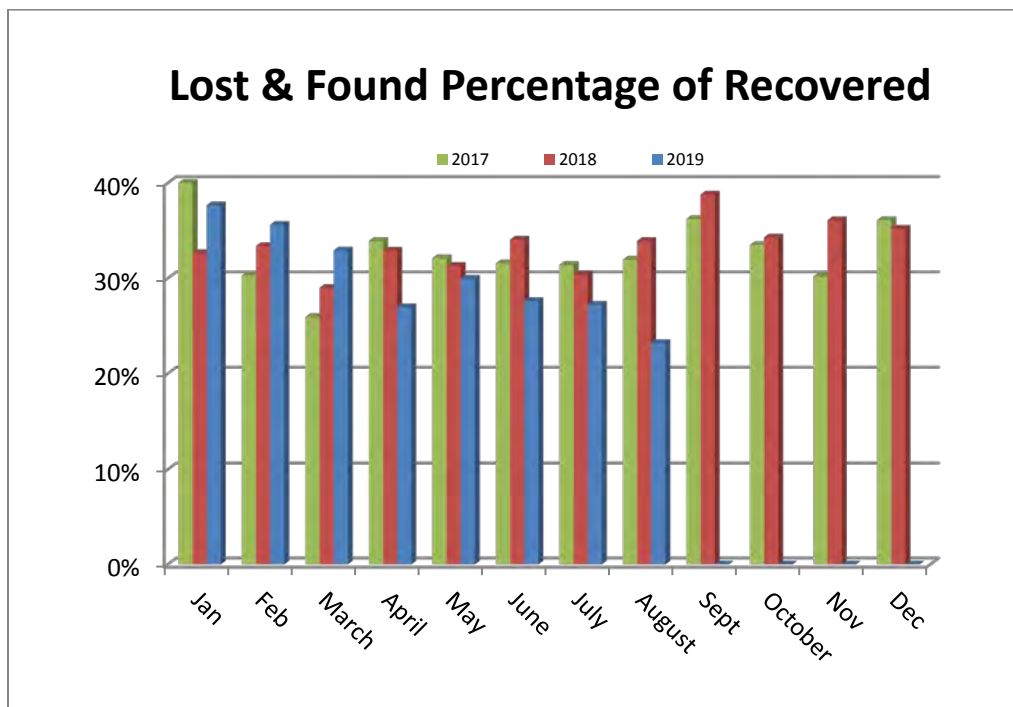
SOCIAL MEDIA USAGE	AUGUST 2019
Facebook Likes	5,795
Facebook – Daily Total Reach: The number of people who have seen any content associated with our Page. (Unique Users)	30,067
Twitter Followers	5,865
WEBSITE USAGE	
Total Page Views	646,524
Total User Visits	95,532

LYNX Board Agenda

CUSTOMER SERVICE – AUGUST 2019

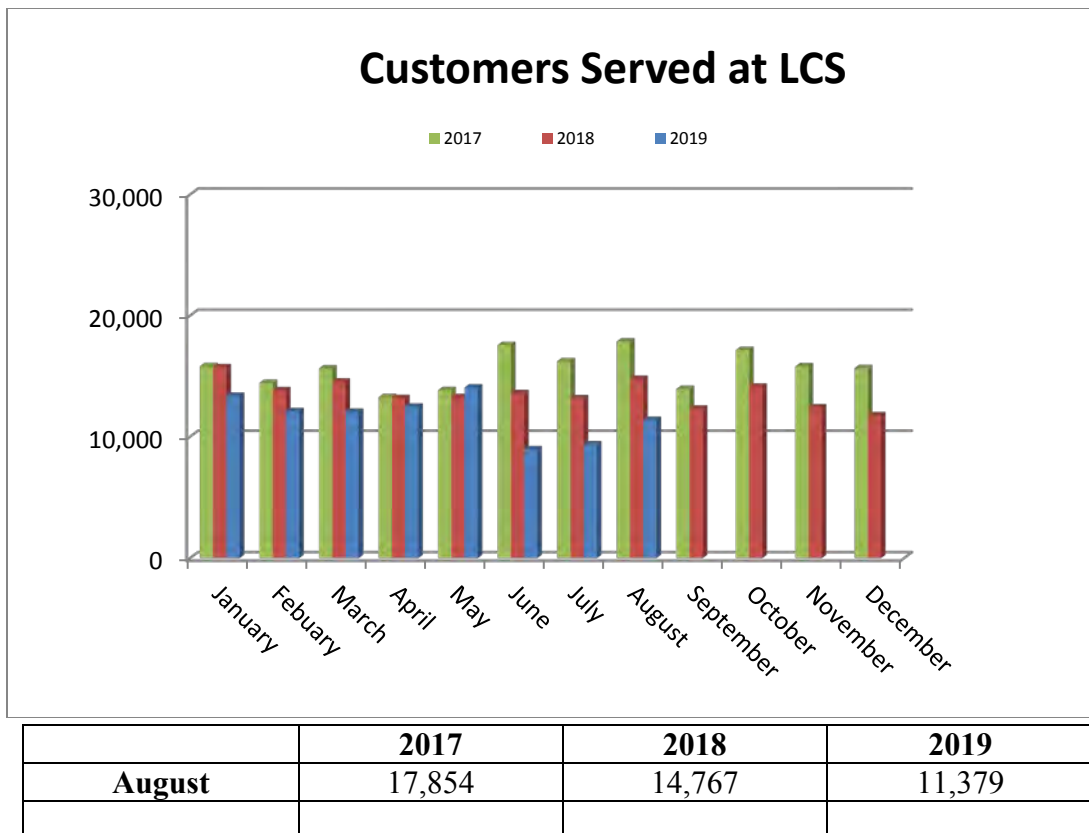
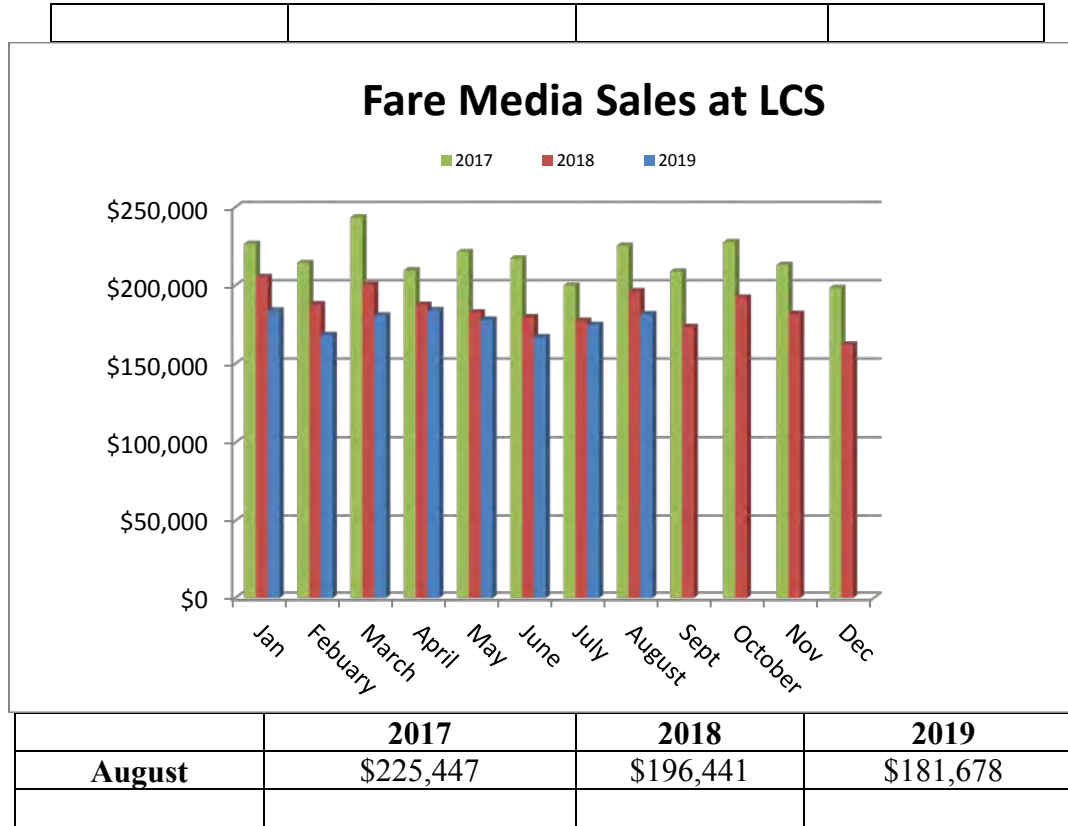


	2017	2018	2019
August	32,628	23,062	16,104



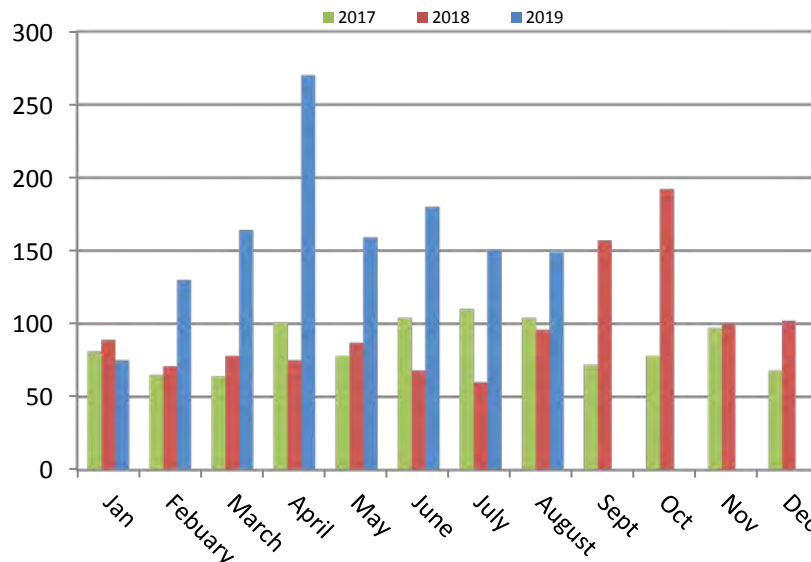
	2017	2018	2019
August	31.95%	33.90%	23.20%

LYNX Board Agenda



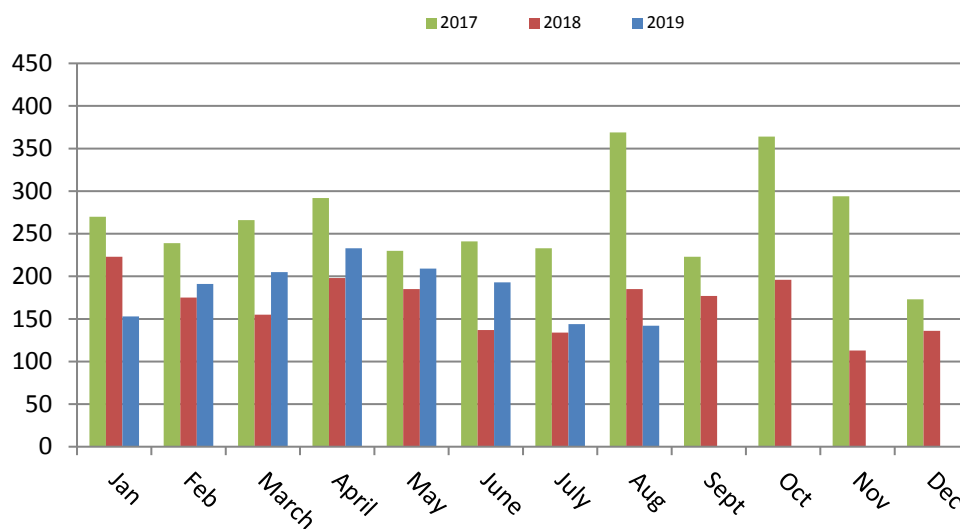
LYNX Board Agenda

Mobility Services Concerns



	2017	2018	2019
August	104	96	149

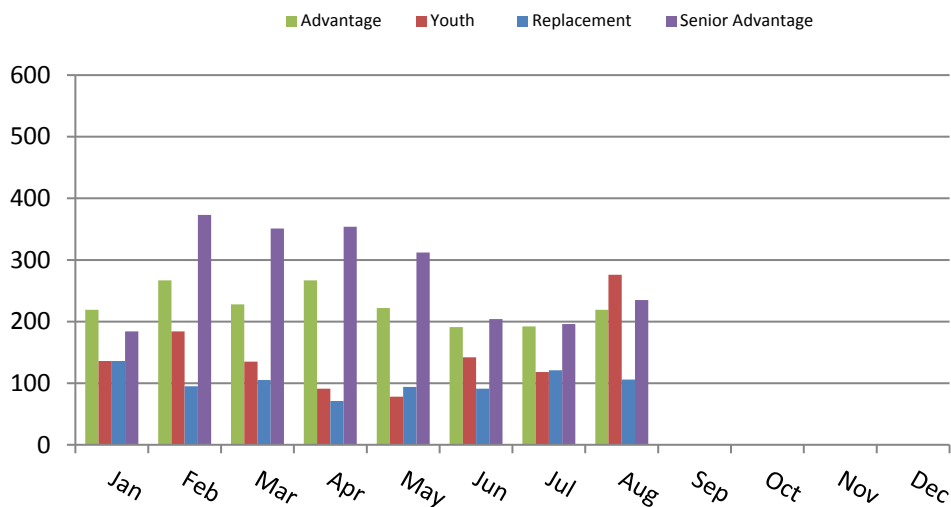
LYNX/Fixed Route Concerns



	2017	2018	2019
August	369	185	142

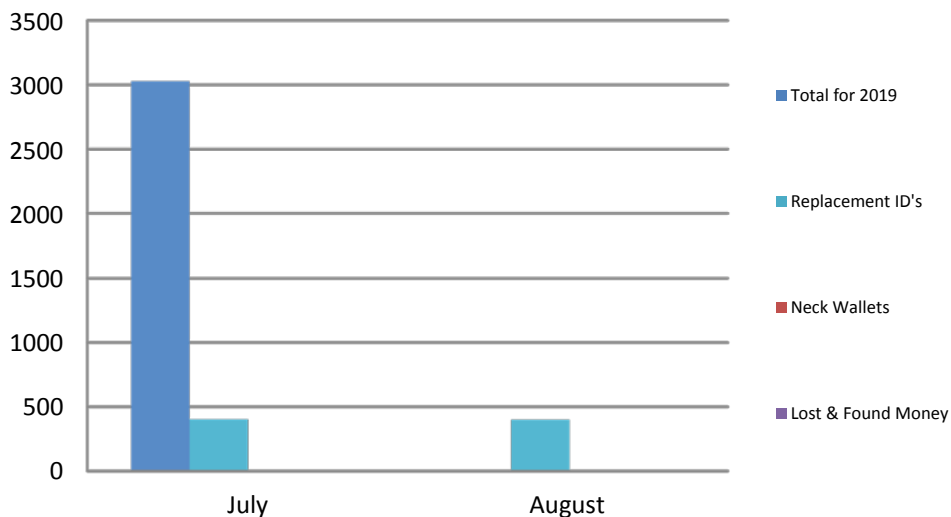
LYNX Board Agenda

IDs ISSUED in 2019



	2017	2018	2019
August	1095	1060	836

Income Generated Revenue



	ID Replacements	Lost and Found	Item Sales
July	\$403	\$3	\$0
August	\$400	\$1	\$0

LYNX Board Agenda

COMMUTER VANPOOL PROGRAM

VANPOOLS	AUGUST 2019
Vanpool Participants	699*
Total Revenue Miles	225,622*
New Vanpool	2
Returned Vanpools	2
Current Vans at Service	189
Pending Interests	ADP, Hyatt
Events	Transit Talk Event, Winter Garden Transportation Fair

*These are estimates, as data is not available until after the 21st day of following month.

ADVERTISING SALES

ADVERTISING SALES REVENUE	AUGUST 2019	FY19 TOTAL
Sales Revenue	514,383.41	5,637,365.91

LYNX Board Agenda

Monthly Report B: Mobility Service Reports

To: LYNX Board of Directors

From: William Slot
CHIEF INNOVATION SUSTAIN OFF
William Slot
(Technical Contact)

Phone: 407.841.2279 ext: 6146

Item Name: Mobility Service Reports

Date: 9/30/2019

Provide monthly status report regarding the Key Performance Indicators (KPI) for the Mobility Service Division Performance measures include number of scheduled and completed trips, new and recertified ADA and TD applications, functional assessments and travel training, organizational improvement initiatives, etc.

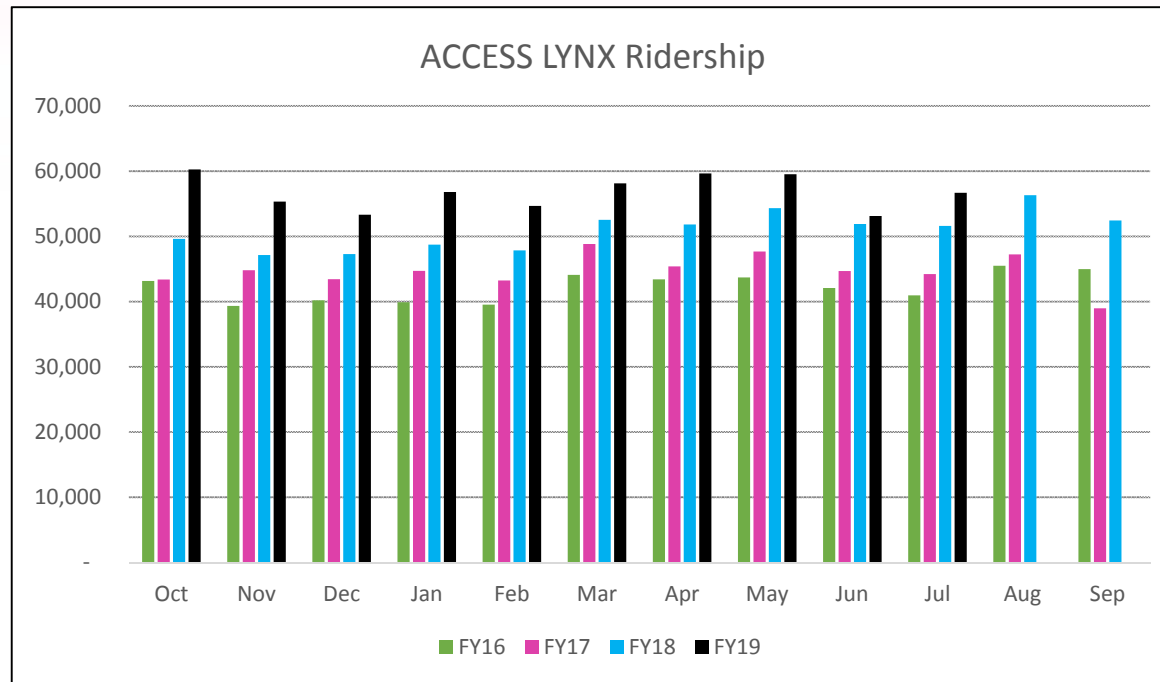
Mobility Management Services

September 30, 2019

Performance Measures – TOTAL ACCESSLYNX Ridership – Completed Trips



Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
FY16	43159	39350	40198	39918	39548	44091	43411	43699	42095	40962	45505	44993
FY17	43393	44809	43452	44724	43249	48846	45415	47692	44683	44214	47235	38976
FY18	49614	47154	47288	48748	47855	52544	51837	54331	51915	51600	56323	52442
FY19	60273	55346	53338	56818	54667	58139	59668	59527	53137	56697		



* Lyft service ended March 15, 2019

Transportation Option – MV



- Scheduled

Month	Ambulatory	WheelChair	Total
October	28,980	17,258	46,238
November	28,357	17,133	45,490
December	27,570	17,014	44,584
January	26,628	17,722	44,350
February	26,970	16,703	43,673
March	26,176	17,373	43,549
April	26,086	17,717	43,803
May	26,222	17,258	43,480
June	27,962	15,848	43,810
July	26,884	16,660	43,544
FY19 Year to Date Total: 442,521			

- Completed

Month	Ambulatory	WheelChair	Total
October	23,315	14,969	38,284
November	23,093	14,115	37,208
December	22,981	14,046	37,027
January	22,416	14,696	37,112
February	23,100	14,086	37,186
March	22,583	14,437	37,020
April	22,502	14,784	37,286
May	22,424	14,642	37,066
June	23,926	13,301	37,227
July	22,903	14,182	37,085
FY19 Year to Date Total: 372,501			

Transportation Option – OWL



- Scheduled

Month	Ambulatory	WheelChair	Total
October	4,313	1,400	5,713
November	4,711	1,505	6,216
December	4,822	1,698	6,520
January	4,342	1,351	5,693
February	4,364	1,384	5,748
March	6,538	2,281	8,819
April	7,058	2,395	9,453
May	6,762	2,679	9,441
June	7,033	2,372	9,405
July	6,871	2,371	9,242
FY19 Year to Date Total: 76,250			

- Completed

Month	Ambulatory	WheelChair	Total
October	3,738	1,128	4,866
November	3,705	1,156	4,861
December	3,847	1,335	5,182
January	3,491	1,082	4,573
February	3,524	1,103	4,627
March	5,371	1,760	7,131
April	5,883	1,917	7,800
May	5,613	2,141	7,754
June	5,854	1,943	7,797
July	5,850	1,907	7,757
FY19 Year to Date Total: 62,348			

Transportation Option – Mears



- Scheduled

Month	Ambulatory	WheelChair	Total
October	16,623	-	16,623
November	14,237	-	14,237
December	11,848	-	11,848
January	16,694	-	16,694
February	13,493	-	13,493
March	15,791	-	15,791
April	17,063	-	17,063
May	17,286	-	17,286
June	9,273		9,273
July	13,084		13,084
FY19 Year to Date Total: 145,392			

- Completed

Month	Ambulatory	WheelChair	Total
October	15,889		15,889
November	12,119		12,119
December	10,078		10,078
January	14,077		14,077
February	11,830		11,830
March	13,550		13,550
April	14,582		14,582
May	14,707		14,707
June	7,981		7,981
July	11,263		11,263
FY19 Year to Date Total: 126,076			

* Wheelchair not accessible on Mears Service



Transportation Option – UZURV



- Scheduled

Month	Ambulatory	WheelChair	Total
June	143	N/A	143
July	618	N/A	618
FY19 Year to Date Total: 735			

- Completed

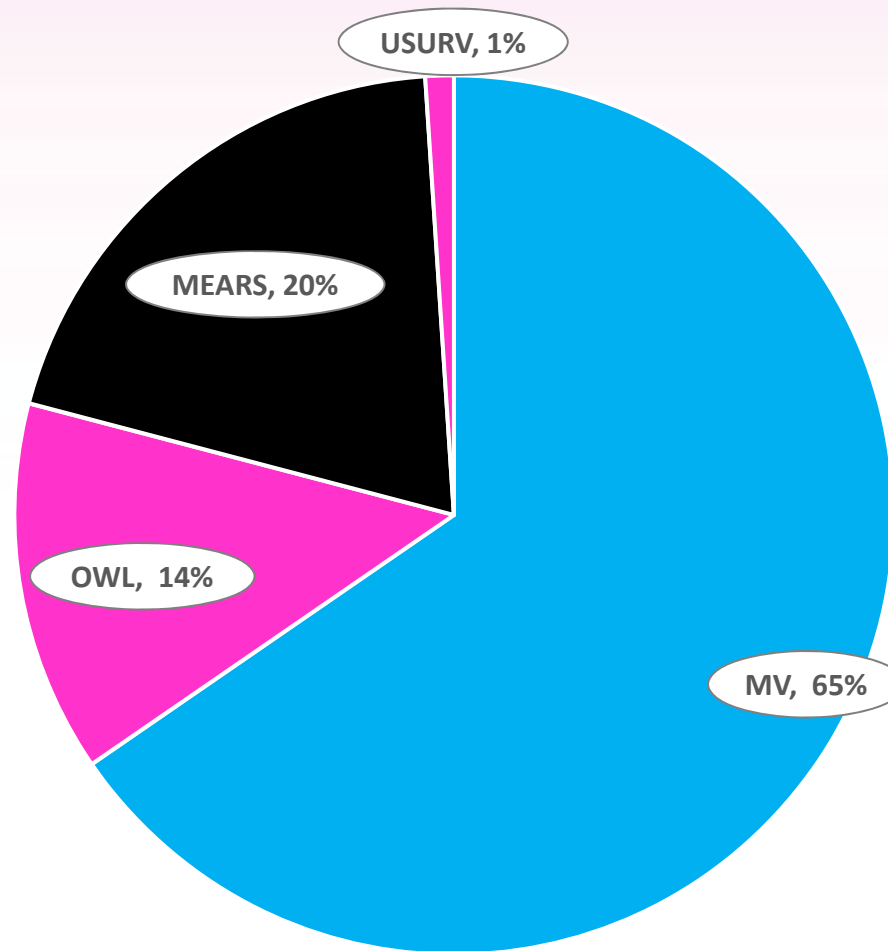
Month	Ambulatory	WheelChair	Total
June	132	N/A	132
July	592	N/A	592
FY19 Year to Date Total: 724			

* Wheelchair service not available on UZURV

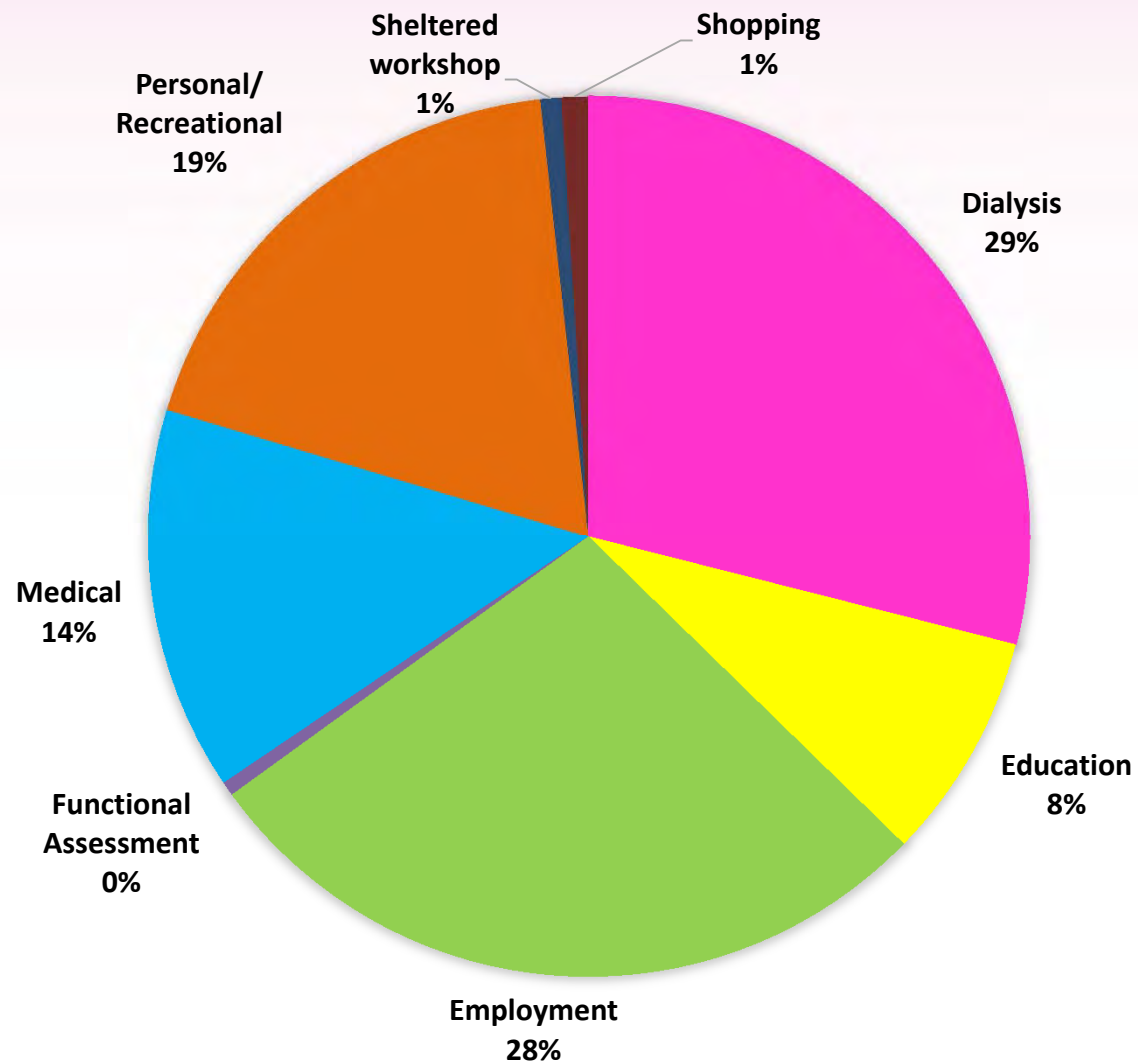
ACCESSLYNX – TRIPS Transitioned to TNC/TAXI July 2019



MV = 37,085
MEARS = 11,263
OWL = 7,757
UZURV = 592



ACCESSLYNX – ALL TRIPS BY PURPOSE - July 2019



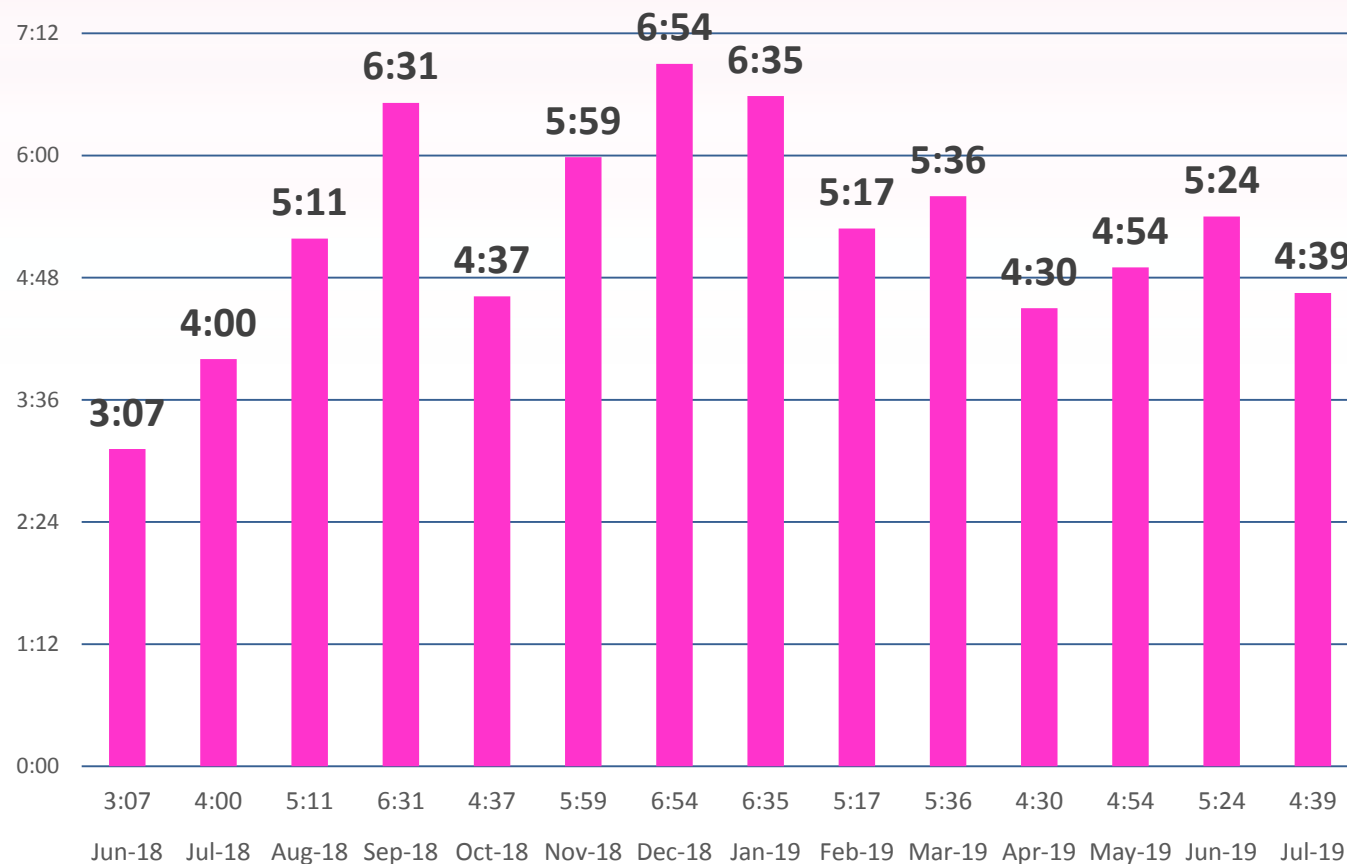
No Show Counts



- Mobility Services Supervisors – Proactive approach
 - Reaching out to customers on weekly basis to discuss no shows trends, cancels at door, and late cancellations
 - Supervisors also educating customer on proper cancellation of trips and discussing with customer to voluntarily remove the subscription
- Habitual No Show customers – Subscription rights are suspended and each ride must be reserved one day prior

	November	December	January	February	March	April	May	June	July
TOTAL:	5524	5147	4818	4187	4896	4668	4776	3977	4101
Cancel at Door	23	23	23	16	10	3	9	19	39
Cancel Late	1354	1038	925	900	993	1024	904	844	865
No Show	4147	4086	3870	3271	3893	3641	3863	3114	3197

Performance Measures: Call Center – Average Hold Times



Performance Measures – Unduplicated Eligible Customers



Month	Ambulatory	WheelChair	Both	Total
October	8,699	6,473	9	15,181
November	8,733	6,462	10	15,205
December	8,777	6,459	11	15,247
January	8,766	6,449	11	15,226
February	8,806	6,465	11	15,282
March	8,858	6,437	12	15,307
April	8,866	6,412	13	15,291
May	8,897	6,404	12	15,313
June	8,888	6,341	12	15,241
July	8,849	6,310	12	15,171

Eligibility - ACCESS LYNX Application Processing

Program	October	November	December	January	February	March	April	May	June	July
ADA - New	213	274	228	202	235	196	306	246	281	268
TD - New	107	112	88	113	116	92	101	106	105	92
Sub - Total	320	386	316	315	351	288	407	352	386	360
ADA- Recert	278	260	339	238	204	209	259	238	165	295
TD-Recert	36	57	62	54	55	50	57	46	44	65
Sub- Total	314	317	401	292	259	259	316	284	209	360
TOTAL New and Recert:	634	703	717	607	610	547	723	636	595	720
Other						9	55	46	85	77
Total Denied						63	114	85	133	134
July - Pending Functional Assessment: 333										

Other: Applications for Stretcher service, Medicaid, Out of Service area, non-completion

Program Initiatives



- New Vehicle Procurement
- Eligibility Restructure
- Travel Training Initiative
- Application Programming Interface (API) Integration
- ActiveNetwork Citizen Request (ACR) update
- CTC Annual Operating Report Completed

LYNX Board Agenda

Monthly Report C: Ridership Report

To: LYNX Board of Directors

From: Tomika Monterville
DIRECTOR OF PLAN & DEVELOP
Tomika Monterville
(Technical Contact)
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Ridership Report for July 2019

Date: 9/30/2019

The attached monthly Performance Report includes July Year-To-Date figures for ridership and other performance indicators. Total ridership for July 2019 was 19,965,640. This is a 1.9% decrease from July 2018. On-Time Performance for Fiscal Year-To-Date 2019 is 72.8%.

- LYNX overall ridership decreased by 37K, or 1.9%, compared to July 2018. Year-to-date ridership for FY-19 (20,408,598) decreased 2.9% compared to FY-18 (21,025,518).
- LYMMO ridership increased by 8K, or 9.6%, compared to July 2018. Year-to-date ridership for FY-19 (875,170) increased 3.4% compared to FY-18 (846,781).
- Fixed Route ridership decreased by 45K, or 2.6%, compared to July 2018. Year-to-date ridership for FY-19 (18,423,787) decreased by 4.1% compared to FY-18 (19,211,712).
- NeighborLink ridership increased by 3K or 33.6% compared to July 2018. Year-to-date ridership for FY-19 (119,256) increased 34.6% compared to FY-18 (88,571).
- ACCESS LYNX ridership increased by 5K, or 9.4%, compared to July 2018. Year-to-date ridership for FY-19 (624,058) increased by 12.8% compared to FY-18 (553,116).
- Vanpool ridership decreased 7K, or 23.7%, compared to July 2018. Year-to-date ridership for FY-19 (340,433) increased by 12.6% compared to FY-18 (302,242)
- There were no special events ridership to report for July 2019.



July 2019 Service Performance Report

RIDERSHIP

Total Ridership by Mode						
	Jul-18	Jul-19	% Δ	YTD-18	YTD-19	% Δ
LYMMO	82,992	90,944	9.6%	846,781	875,170	3.4%
Fixed Route	1,786,772	1,740,907	-2.6%	19,211,712	18,423,787	-4.1%
NeighborLink	8,257	11,028	33.6%	88,571	119,256	34.6%
ACCESS LYNX	57,432	62,820	9.4%	553,116	624,058	12.8%
Vanpool	30,187	23,026	-23.7%	302,242	340,433	12.6%
Special Events	0	0	-	23,096	25,894	12.1%
SYSTEM TOTAL	1,965,640	1,928,725	-1.9%	21,025,518	20,408,598	-2.9%

July 2018:	21 Weekdays	4 Saturdays	6 Sundays
July 2019:	22 Weekdays	4 Saturdays	5 Sundays

LYNX ridership decreased by 37K, or 1.9%, compared to July 2018. System-wide average weekday riders decreased by 2.4% year-to-date.

LYMMO ridership increased by about 8K, or 9.6%, compared to July 2018. Average weekday ridership for LYMMO was up 12.6% in July 2019. Part of the increase can be attributed to the events at Amway Center and the various Orlando City Soccer Club games.

Fixed Route ridership decreased by 45K, or 2.6%, compared to July 2018. Average daily ridership decreased by 3.5% compared to the same time period last year. Nationwide bus ridership has seen the largest decrease among transit modes, according to American Public Transportation Association (APTA). This is primarily due to the increased use of rideshare programs, and the low unemployment rate.

NeighborLink ridership increased by nearly 3K, or 33.6%, compared to July 2018. This is due to inaccurate ridership reporting from the previous year, which has been corrected.

ACCESS LYNX ridership increased by 5K, or 9.4% when compared to July 2018. This is on par with a general increased use of paratransit as more people become eligible for this service.

Vanpool ridership decreased by about 7K, or 23.7%, compared to July 2018. This is due to a reporting issue with Agency vehicles.

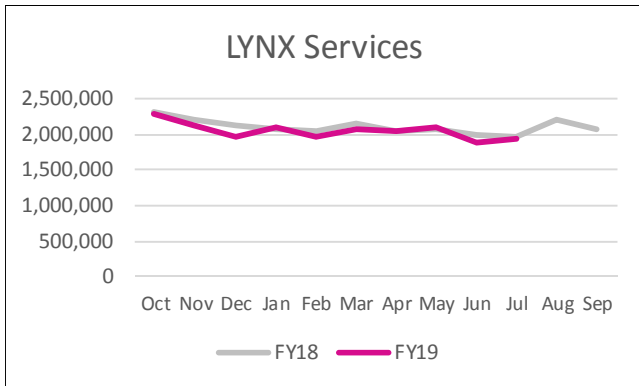
*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$2.92/gallon in July 2018 and \$2.79/gallon in July 2019.

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Jul-18	Jul-19	% Δ	Jul-18	Jul-19	% Δ	Jul-18	Jul-19	% Δ
LYMMO	3,113	3,505	12.6%	1,857	1,472	-20.7%	1,703	1,590	-6.6%
Fixed Route	65,920	63,601	-3.5%	48,516	46,707	-3.7%	31,650	30,962	-2.2%
NeighborLink	333	447	34.2%	236	298	26.3%	-	-	-
ACCESS LYNX	2,194	2,450	11.7%	1,154	1,314	13.9%	230	732	218.3%
Vanpool	1,136	948	-16.5%	211	177	-16.1%	173	127	-26.6%
SYSTEM TOTAL	72,696	70,951	-2.4%						

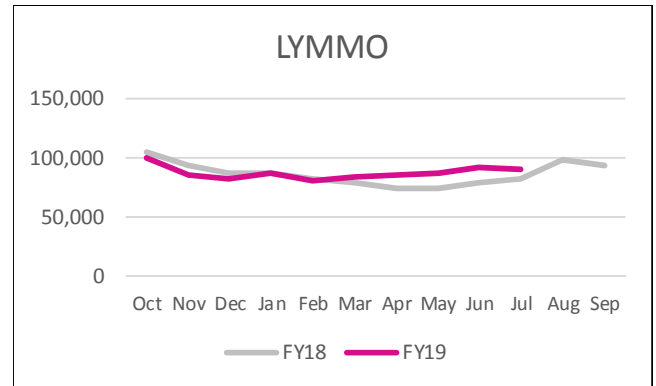


July 2019 Service Performance Report

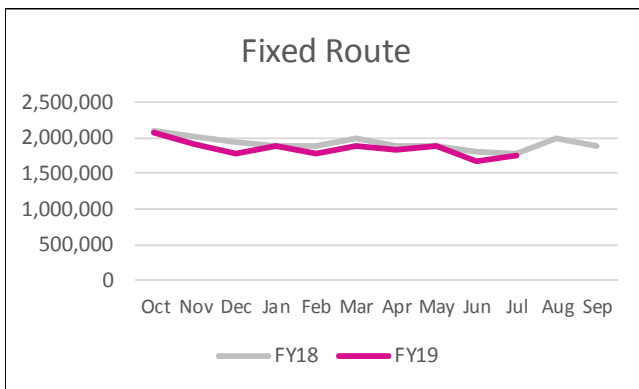
MONTHLY RIDERSHIP TRENDS BY MODE



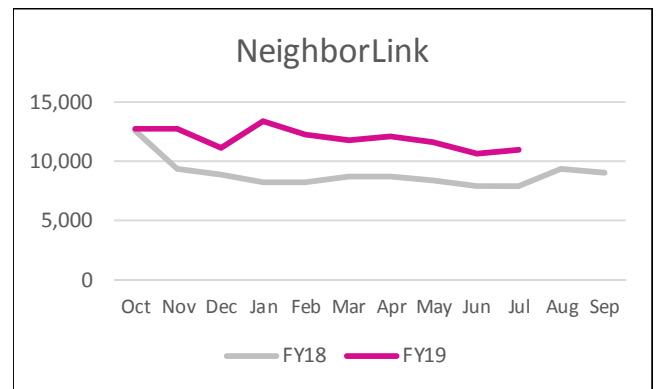
LYNX ridership decreased by 1.9% compared to the same time last year. Average weekday riders decreased by 2.4%.



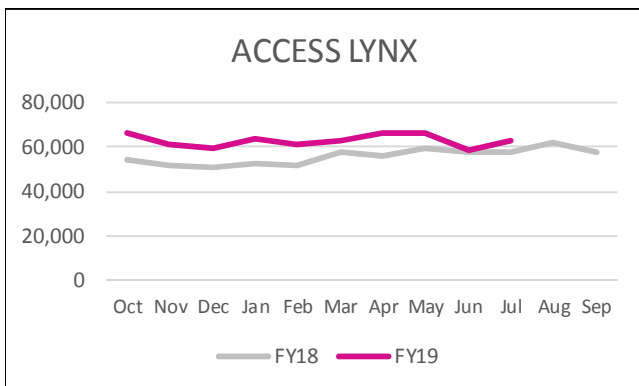
LYMMO ridership increased by 9.6% compared to the same time last year. Average weekday riders increased by 12.6%.



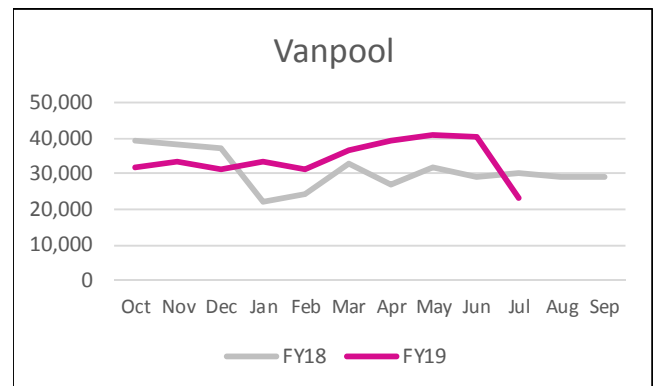
Fixed route ridership decreased 2.6% compared to July 2018. Average weekday riders decreased by 3.5%.



NeighborLink ridership increased 33.6% compared to July 2018. Average daily riders increased by 34.2%.



ACCESS LYNX saw a 9.4% increase over last year. Average daily riders increased by 11.7%.



Vanpool ridership decreased by 23.7% when compared to July 2018. This is due to a reporting issue with Agency vehicles.



July 2019 Service Performance Report

FY19 Monthly Modal Performance Data Sheet - July 2019

<div>Month End Reporting</div> <div>Ridership</div> <div>Passengers per Trip</div> <div>On-Time Performance</div> <div>Farebox Recovery</div> <div>National Transit Database Reportable Accidents</div> <div>Complaints per 100,000 Miles</div> <div>Total Trips Scheduled</div> <div>Percentage of Scheduled Trips Operated</div> <div>Fleet Availability</div> <div>Preventative Maintenance Inspection Completed on Time</div>										
LYMMO										
Oct	105,656	11	74%	Not Applicable	0	0.03	10,017	99%	16	82%
Nov	93,747	10	73%		0	0.03	9,494	99%	16	60%
Dec	87,666	9	69%		0	0.05	9,510	99%	16	91%
Jan	87,496	9	67%		0	0.04	9,659	99%	16	89%
Feb	87,216	10	56%		0	0.04	8,848	99%	16	99%
Mar	84,207	9	80%		0	0.08	9,608	99%	16	56%
Apr	85,757	9	86%		0	0.05	9,558	99%	16	100%
May	87,815	9	84%		0	0.08	9,510	99%	16	100%
Jun	91,539	10	85%		0	0.06	8,995	99%	16	92%
Jul	90,944	10	83%		0	0.09	9,510	99%	16	96%
Aug										
Sep										
YTD	902,043	10	75.6%		0	0.06	94,709	99%	16	87%
Fixed Route										
Oct	2,109,632	23	68%	26%	7	0.03	92,014	99%	289	82%
Nov	2,023,844	23	69%	24%	3	0.03	87,162	99%	291	60%
Dec	1,947,343	22	69%	18%	4	0.05	88,180	99%	288	91%
Jan	1,893,608	21	70%	23%	3	0.04	88,882	99%	290	89%
Feb	1,877,747	23	69%	20%	6	0.04	82,808	99%	289	99%
Mar	1,876,966	21	76%	23%	7	0.08	90,390	99%	283	56%
Apr	1,866,937	21	76%	20%	4	0.05	89,368	99%	288	100%
May	1,879,898	21	77%	19%	7	0.08	90,894	99%	285	100%
Jun	1,678,449	19	78%	17%	3	0.06	87,001	99%	285	92%
Jul	1,740,907	19	77%	24%	4	0.09	90,900	99%	297	96%
Aug										
Sep										
YTD	18,895,331	21	72.8%	22%	48	0.06	887,599	99%	289	87%



July 2019 Service Performance Report

FY19 Monthly Modal Performance Data Sheet - July 2019

Month End Reporting	Ridership	On-Time Performance	Collected Fares	NTD Reportable Incident	Complaints per 100,000 Miles	Fleet Availability	Preventable Maintenance Inspection Completed On-Time
NeighborLink							
Oct	12,667	100%	100%	1	11.0	85%	95%
Nov	12,681	100%	100%	0	6.9	86%	96%
Dec	11,176	100%	100%	0	9.2	83%	97%
Jan	13,403	100%	100%	0	2.8	84%	95%
Feb	12,320	100%	100%	0	9.3	84%	96%
Mar	11,770	100%	100%	0	7.5	96%	96%
Apr	12,024	100%	100%	0	5.3	100%	100%
May	11,568	100%	100%	0	12.8	83%	98%
Jun	10,619	100%	100%	0	14.1	81%	95%
Jul	11,027	100%	100%	0	6.1	95%	96%
Aug							
Sep							
YTD	119,255	100%	100%	1	85.0	88%	96%
ACCESS LYNX							
Oct	66,227	90.55%	99.57%	0	10.8	96%	95%
Nov	61,404	89.93%	99.63%	1	8.7	95%	96%
Dec	59,049	90.97%	99.68%	2	9.5	96%	97%
Jan	63,239	93.26%	99.67%	0	5.4	95%	95%
Feb	60,822	92.41%	99.50%	1	7.5	96%	96%
Mar	62,409	91.34%	99.42%	0	10.9	96%	96%
Apr	66,156	90.56%	99.62%	0	11.1	94%	100%
May	65,828	92.36%	99.60%	2	6.5	95%	98%
Jun	58,893	91.02%	99.27%	1	4.6	92%	95%
Jul	62,820	93.82%	99.60%	0	3.2	84%	96%
Aug							
Sep							
YTD	626,847	91.62%	99.56%	7	78.2	94%	96%



July 2019 Service Performance Report

Definitions of Metrics Used on the Monthly Performance Data Sheets

Ridership – The number of trips taken by people using a public transportation system in a given time period.

Passengers per Trip – The average number of passengers who ride on a revenue trip.

On-Time Performance – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

Farebox Recovery – The percent of a trip's operating costs recovered through passenger fares.

National Transit Database (NTD) Reportable Accidents – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

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Complaints per 100,000 Miles – Total number of complaints received based off of every 100,000 vehicle miles.

Total Trips Scheduled – Number of vehicle revenue trips scheduled to operate for the month.

Percentage of Scheduled Trips Operated – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

Fleet Availability – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

Preventative Maintenance Completed On Time – Percentage of the total number of scheduled preventive maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.