

LYNX Oversight Committee Agenda

Meeting Date: 12/10/2020
Meeting Time: 10:30 AM

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

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

1. Call to Order

2. Approval of Committee Minutes

 Oversight Committee Minutes 10.22.20

Pg 3

3. Public Comments




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

4. Chief Executive Officer's Report


5. Finance & Audit Committee Report

6. Consent Agenda


A. Request for Proposal (RFP)

- i.  Authorization to Release a Request for Proposal for a Third Party Administrator for Workers' Compensation, Tort, Public Liability and Claims Subrogation Pg 7
- ii.  Authorization to Release a Request for Proposal (RFP) for an Internet Cloud-Based Contact Center as a Service (CCaaS) Solution Pg 9
- iii.  Authorization to Release a Request for Proposal (RFP) for an Internet Cloud-Based Universal Communications as a Service (UCaaS) Solution Pg 11

B. Extension of Contracts

- i.  Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services -Labor/Employment Pg 13




C. Miscellaneous

- i.  Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program in the Total Amount of Approximately \$3,330,000 Pg 15



- ii.  Authorization to Submit a Grant Application to the Federal Transit Administration's Surface Transportation Program in the Amount of Approximately \$8,280,000 for Revenue Vehicles and the Pine Hills Transfer Center Pg 19
- iii.  Authorization to Exercise Option Term 3 on Contract #15-C13 with DoubleMap, Inc. Pg 21
- iv.  Authorization to Amend the Master Purchase Agreement and Annual Maintenance Support Agreement with Trapeze Software Group, Inc. Pg 23
- v.  Authorization to Execute Amendment 1 to Interlocal Project Agreement No. 1 between the Orlando Utilities Commission and between LYNX Pg 25
- Attachments 
- vi.  Authorization to Purchase Against Florida Department of Management Services Agreement for Security Guard Services Pg 32
- vii.  Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas (CNG) Replacement Buses Pg 34
- viii.  Authorization to Auction Surplus Capital Items Pg 36
- ix.  Authorization to Execute First Addendum to Bus Service Agreement for the Kissimmee Connector Service Pg 39
- Attachments 
- x.  Authorization to Approve the LYNX Oversight Committee Meeting Dates for 2021 Pg 46

7. Action Items

- A.  Authorization to Execute Amended FY2021 Bus Service Agreements and Implement Related Service Changes Pg 48
- Attachments  

8. Other Business

9. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Oversight Committee Meeting Minutes

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

DATE: **October 22, 2020**

TIME: **10:30 a.m.**

Members in Attendance:

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

Staff Members in Attendance:

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

1. Call to Order

Chair Janer called the meeting to order at 10:31 a.m.

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

2. Approval of Minutes

A motion to approve the September 24, 2020 Oversight Committee meeting minutes was made by Jo Santiago and seconded by Commissioner Constantine. Motion carried unanimously.

3. Public Comments – via website email

Shaun Vickinovac, peytonapp2018@gmail.com

It would be nice to have more options to travel around. This is the only way for me and others to get around and to enjoy the outdoors. Mr. Vickinovac would like to see more routes, including a route near Jessup Park, an express bus to Daytona Beach with 4 trips in the morning starting at 7:30 and going every hour until 11:30am, and return trips starting at 4:30pm and the last one being at 8:30pm, routes to Paradise Heights, Debarry, De Land, ESPN worldwide and all the theme parks around there.

4. Chief Executive Officer's Report

Jim Harrison, Chief Executive Officer, stated that with the consent of the Chairperson, an addendum to this agenda was added, item 7.A.1. the second of two labor agreements. These agreements were reached with coordination and the hard work of LYNX staff and union members. This will be addressed later in the agenda.

The Florida Public Transportation Association annual conference was held virtually in October. At the meeting, our Marketing team was acknowledged with three first place awards. This was the top campaign in the state for our COVID messaging both internally and externally.

Staff met with FDOT Secretary Kevin Thibault on LYNX response to COVID. Actions were reviewed that LYNX took to safeguard employees and passengers. There was discussion on opportunities for LYNX and DOT to partner on the COVID responses.

5. Finance & Audit Committee Report

Amanda Clavijo, Finance and Audit Committee Chair reported that the Finance and Audit Committee met on Thursday, October 15, 2020. She gave an overview of the Finance & Audit Committee agenda.

The Committee moved to approve two consent agenda items that are also on the Oversight Committee agenda.

There was a presentation by the new auditors, MSL, PA.

6. Committee Consent Agenda Items

Chair Janer asked if anyone had any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.D.v. There were no comments.

- A. Request for Proposal (RFP)
 - i. Authorization to Release a Request for Proposal (RFP) for Architectural and Engineering Services
- B. Award Contracts
 - i. Authorization to Award and Negotiate a Contract to Mansfield Oil of Gainesville, Inc. for Fuel Delivery of Ultra Low Sulfur Diesel through the End of FY2021
 - ii. Authorization to Award and Negotiate a Contract to Palmdale Oil Company, Inc. for Fuel Delivery of B-99 Biodiesel through the End of FY2021
 - iii. Authorization to Award and Negotiate a Contract to Mistral Security for the Purchase and Installation of Blast Resistance Trash Receptacles
 - iv. Authorization to Award and Negotiate a Contract to Strategic Security Corp. for Security Guard Services
- C. Extension of Contracts
 - i. Authorization to Exercise the First Option Year of Contract #19-C151 with The Standard Insurance Company for Group Life, Long and Short Term Disability and Accidental Death and Dismemberment

D. Miscellaneous

- i. Authorization to Solicit FY2021-2022 Project Applications for the Federal Transit Administration (FTA), Section 5310 Program: Enhanced Mobility of Seniors and Individuals with Disabilities
- ii. Authorization to Submit a Grant Application to the Federal Transit Administration's Surface Transportation Program in the Amount of \$400,000 for Mobility Management's Technology Enhancements for Paratransit
- iii. Authorization to Approve and Implement LYNX's Public Transit Agency Safety Plan (PTASP)
- iv. Authorization to Reappoint Pension Trustee Brian Anderson
- v. Authorization to Implement December 13, 2020 Proposed Service Changes

Chair Janer asked for a motion on Consent Agenda items 6.A.i through 6.D.v.

Tanya Wilder made a motion to approve Consent Agenda items 6.A.i through 6.D.v. Seconded by Jo Santiago. Motion passed unanimously.

7. Action Items

- A. Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596, from October 1, 2020 through September 30, 2023

Commissioner Janer recognized Mr. Harrison who stated that this labor agreement includes our bus operators, Road Rangers, service island attendants and our Building and Grounds keepers. This agreement allows for increases in funds for uniforms, physicals and tools. This agreement also raised the minimum starting rate to \$13.47 an hour.

Appreciation was given to the LYNX team of Dana Baker, Terri Settington and Carrie Sarver, along with outside counsel Jay Seegers of Baker Hostetler for completing these negotiations.

Appreciation was also given to ATU Local 1596 President Willie Delgado and the executive leadership of Beverly Glenn and other union leaders.

Jo Santiago stated that she would need to abstain from voting on this item due to a conflict. She has a family member that is in this union.

Motion to approve the Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1596, from October 1, 2020 through September 30, 2023 was made by Tanya Wilder, second by Commissioner Constantine. Motion passed with Jo Santiago abstaining.

Addendum Item

- 7.A.1. Approval of Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, from October 1, 2020 through September 30, 2023

Mr. Harrison stated that this agreement is with our Transportation and Maintenance Supervisors Union. This agreement has similar terms as the previous agreement.

Mr. Harrison stated that this was presented to the union and was unanimously approved.

Mr. Harrison thanked the LYNX negotiating team including Dana Baker, Terri Setterington, Carrie Sarver, and Jay Seegers.

Mr. Harrison also thanked Union ATU Local 1749 President Scott Penvose, Jayne Walker and several others from the union.

Motion to approve the Labor Agreement between LYNX and Amalgamated Transit Union (ATU) AFL-CIO Local Chapter 1749, from October 1, 2020 through September 30, 2023 was made by Commissioner Constantine, second by Tanya Wilder. Motion passed unanimously.

8. Discussion Items

A. Presentation of FY2020 Audit Plan by MSL, PA CPAs & Advisors

Commissioner Janer recognized Joel Knopp from MSL, PA to make the presentation. Mr. Knopp stated that he will present a high level view of the audit plan for FY2020.

He stated that the audit procedures will follow the generally accepted audit standards by the AICPA. Internal controls and compliance will also be audited. Grant receivables, incoming revenues, property & equipment and long-term liabilities will be audited as well.

The audit will begin next week.

9. Other Business

Commissioner Janer stated that the next meeting will be conducted in-person on December 10, and she looks forward to seeing everyone.

10. Adjourned

Meeting adjourned at 11:00 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the October 22, 2020 Oversight Committee meeting are true and correct, approved by the Oversight Committee.

X

Assistant

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. i

To: LYNX Oversight Committee

From: Leonard Antmann
Director Of Finance
Tamara Enders
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Release a Request for Proposal for a Third Party Administrator for Workers' Compensation, Tort, Public Liability and Claims Subrogation

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for a Third Party administrator for Workers' Compensation, Tort, Public Liability and Claims Subrogation. The contract term will be for an initial three (3) year period with two (2) one year options.

BACKGROUND:

The award of Contract 17-C10 to PGCS became effective on November 11, 2016. The contract was awarded an initial three (3) years, with two (2) one (1) year options to manage all LYNX claims. The initial contract period expired on November 12, 2019, with the second of two board authorized one-year extensions which will expire on November 12, 2021.

The current contract includes services provided by PGCS as follows:

Workers' Compensation Third Party Administrative Services:

The PGCS (third-party Administrator) provides professional services for the handling of the Workers' compensation claims filed with LYNX, as necessary, in conjunction with the LYNX Risk Management Dept. PGCS is responsible for all filings with the State, updating the states Electronic Data Information System, determining compensability and all payments, if necessary, and attending all hearings and court proceedings.

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Tort, Subrogation and Public Liability Third Party Administrative Services:

PGCS (Third-Party administrator) provides professional services for handling of all claims that are filed with LYNX, as necessary, in conjunction with the LYNX Risk Management Dept. PGCS is responsible for the investigation and assessing all claims for liability, negotiations for settlements and obtaining all releases as necessary.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2021 Operating Budget includes \$278,000 for the costs related to the Third Party administration of Workers' Compensation, Tort, Public Liability and Claims Subrogation.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. ii

To: LYNX Oversight Committee

From: **Craig Bayard**
Director Of Information Tech
Jose Felix
(Technical Contact)

Phone: 407.841.2279 ext: 6008

Item Name: **Authorization to Release a Request for Proposal (RFP) for an Internet Cloud-Based Contact Center as a Service (CCaaS) Solution**

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Release a Request for Proposal (RFP) for an Internet Cloud-Based Contact Center as a Service (CCaaS) solution.

BACKGROUND:

The implementation of the Internet Cloud-Based Contact Center service will augment customer communication with LYNX Mobility Service Representatives by using different methods of communication including voice calls, SMS messaging, and web-based chat.

Providing this level of technology in support of the customer experience is critical to reliability, safety and support of cost-effective public transit and paratransit services in our region. As such, we have embarked on a digital transformation to update the way we interact with passengers by moving to the new generation of contact center technology. This change in platform supports the needs of our passengers by providing a fully integrated customer experience.

LYNX's current phone system has been upgraded three times since it was installed in 2003. The last upgrade was in 2013. The current phone system hardware and software have reached their end of life and are entering into the manufacturer's extended support maintenance. Updating or upgrading the current phone system will not gain the benefits that are required for today's business model without substantial capital and operating expenditure.

In its July 2020 meeting, the LYNX Board of Directors authorized staff to purchase against the National Association of State Procurement Officials (NASPO) Cooperative Agreements with AT&T for a Unified Cloud Based Communications Phone System and Fully Integrated Contact

LYNX Oversight mmittee Agenda

Center. During contract and procurement review, it was determined that the participating agreement and associated statement of work would not satisfy the requirements for FTA funding. Based on this determination, a Request for Proposal (RFP) for this service is recommended.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2021 Capital Budget includes \$225,000 for the upgrade for the Agency phone system, this project is 100% federally funded. Additionally, \$71,661 was included in the Approved FY2021 Operating Budget for monthly operating charges.

LYNX Oversight mmittee Agenda

Consent Agenda Item #6.A. iii

To: LYNX Oversight Committee

From: **Craig Bayard**
Director Of Information Tech
Jose Felix
(Technical Contact)

Phone: 407.841.2279 ext: 6008

Item Name: **Authorization to Release a Request for Proposal (RFP) for an Internet Cloud-Based Universal Communications as a Service (UCaaS) Solution**

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to Release a Request for Proposal (RFP) for an Internet Cloud-Based Universal Communications as a Service (UCaaS) solution.

BACKGROUND:

The RFP will include required telephony services (traditional phone system PBX functions) including Direct Inward Dialing ("DID"), fax, voicemail, unified inbox, auto-attendant, speed dial, call forwarding, caller ID, call pickup, hunt groups, diverse endpoints (phones, mobile devices, softphones) and audio/video conferencing shall be part of the proposed system.

We believe the customer experience is critical to provide reliable, safe and cost-effective public transit and paratransit services in our region. As such, we have embarked on a digital transformation to update the way we interact with passengers by moving to the new generation of unified communication and contact center technology. This change in platform supports the needs of LYNX staff to communicate more efficiently with customers and members of the public by providing a fully integrated unified communication system.

LYNX's current phone system has been upgraded three times since it was installed in 2003. The last upgrade was in 2013. The current phone system hardware and software have reached their end of life and are entering into the manufacturer's extended support maintenance. Updating or upgrading the current phone system will not gain the benefits that are required for today's business model without substantial capital and operating expenditure.

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In its July 2020 meeting, the LYNX Board of Directors authorized staff to purchase against the National Association of State Procurement Officials (NASPO) Cooperative Agreements with AT&T for a Unified Cloud Based Communications Phone System and Fully Integrated Contact Center. During contract and procurement review, it was determined that the participating agreement and associated statement of work would not satisfy the requirements for FTA funding. Based on this determination, a Request for Proposal (RFP) for this service is recommended.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2021 Capital Budget includes \$225,000 for the upgrade for the Agency phone system, this project is 100% federally funded. Additionally, \$356,996 was included in the Approved FY2021 Operating Budget for monthly operating charges.

LYNX Oversight mmittee Agenda

Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

From: Terri Settingington
Director Of Human Resources
Terri Settingington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Extend Contract with Baker Hostetler, LLP for Legal Services – Labor/Employment

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Director's authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute a contract extension, for time only, with the law firm of Baker Hostetler, LLP for Labor/Employment legal services for a period of one (1) year.

BACKGROUND:

On October 22, 2020, the Board of Directors' approved the Collective Bargaining Agreements between the Central Florida Regional Transportation Authority d/b/a LYNX and the Amalgamated Transit Union (ATU) Local Chapters 1596 & 1749 for the period of October 1, 2020-September 30, 2020 (Labor Agreements). As part of the negotiations between the Union and Management teams, it was agreed upon by the parties that the year two wages would be determined in a wage re-opener scenario. Baker Hostetler, LLP led the negotiation team during this union negotiation session on behalf of the management team. Due to the complexity of the current timeline and the need for a wage re-opener in year two of contract negotiations, staff is recommending the extension of this contract

Costs for these services are available under the previously approved Not-To-Exceed amount on the contract and additional financial authorization is not necessary in order to extend this contract.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

LYNX Oversight mmittee Agenda

FISCAL IMPACT:

The FY2021 Approved Operating Budget included \$1,572,020 for legal services. LYNX anticipates this will be sufficient to cover all legal expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

From: **Tiffany Homler Hawkins**
Chief Administrative Officer
Belinda Balleras
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Submit Grant Applications to the Florida Department of Transportation (FDOT) for the Enhanced Mobility of Seniors and Individuals with Disabilities Section 5310 Program, the Formula Grants for Rural Areas 5311 Program and the Bus and Bus Facilities Section 5339 Program in the Total Amount of Approximately \$3,330,000**

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit grant applications to the Florida Department of Transportation (FDOT) and authorize the Chairman to execute Resolution #20-013, attached hereto. This action also includes authorization for the Chief Executive Officer (CEO) or designee to execute Public Transportation Grant Agreements (PTGA) from FDOT originating from these programs, as well as any future amendments to the PTGA.

BACKGROUND:

On October 14, 2020, the Florida Department of Transportation conducted an open house to announce its funding solicitation and guidance for FTA's Section 5310-Enhanced Mobility of Seniors and Individuals with Disabilities Program, Section 5311-Formula Grants for Rural Areas Program, and Section 5339-Bus and Bus Facilities Program. These solicitations are due for submission January 8, 2021.

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The funding programs are described as follows:

- ***Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. 5310)***: Provides formula funding to improve mobility for seniors and individuals with disabilities. The Fixing America's Surface Transportation (FAST) Act, expanded the eligibility of the 49 U.S.C. 5310 program funds to be used for operating expenses, in addition to capital expenses, for transportation services addressing the needs of seniors and individuals with disabilities.

LYNX intends to apply for both capital and operating projects; approximately \$500,000 for paratransit vehicles and approximately \$775,000 for rural NeighborLink and other contracted services for specialized transportation under the Mobility Management brokerage model. The matching requirements for this program remain the same: capital assistance is provided on an 80% Federal share, 10% state share and 10% local share, with operating assistance requiring a 50% match. These operating projects are part of our continuing mobility initiatives to address paratransit mobility needs with NeighborLink routes.

- ***Formula Grants for Rural Areas Program (49 U.S.C. 5311)***: The Rural Areas program provides formula funding for the purpose of supporting public transportation in areas with a population of less than 50,000. Funding may be used for capital, operating and planning.

LYNX intends to apply for operating projects, approximately \$852,000 of 49 U.S.C. 5311 to maintain provision of services in the rural areas. 49 U.S.C. Section 5311 operating funds are 50% federal and 50% non-Department of Transportation match.

- ***Bus and Bus Facilities (49 U.S.C. 5339)***: The Bus and Bus Facilities Program provides capital funding to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities for services in the rural areas.

LYNX intends to apply for capital projects, approximately \$1,200,000 under the 49 U.S.C. 5339 program for buses with the necessary technologies and equipment. These capital purchases will support the provision of both fixed-route services that operate either entirely or predominately in rural areas. Bus and Bus Facilities capital funds are 80% federal and 20% non-federal share (FDOT will provide the required 20% match).

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal was assessed for this grant application.

FISCAL IMPACT:

LYNX staff will include the Section 5310, 5311, and 5339 project awards in future operating and capital budgets as appropriate.

CFRTA RESOLUTION NO. 20-013

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FY2021-2022 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION (FTA) FORMULA GRANTS FOR RURAL AREAS PROGRAM, FY2021-2022 SECTION 5339 FTA FUNDS FOR RURAL AREA BUS AND BUS FACILITIES PROGRAM, AND FY2021-2022 SECTION 5310 FTA ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, IN THE AMOUNT OF APPROXIMATELY \$3,330,000 DOLLARS.

WHEREAS, LYNX has satisfied the requirement to complete a Transportation Development Plan (TDP) for FY2020-2029 which has been submitted to FDOT in September 2019, a LYNX TDP update was submitted in August 2020 and the adopted TDP is consistent with METROPLAN Orlando’s Year 2040 Long Range Transportation Plan and Five Year Transportation Improvement Plan (TIP); and

WHEREAS, the LYNX Board of Directors (BOARD) has the authority and believes it is in the best interest of LYNX to authorize the CEO, or designee, to file and execute these grant applications and all supporting documents, agreements and assurances which may be required in connection with the applications as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The LYNX BOARD has the authority to authorize the submission of grant applications to the Florida Department of Transportation.
2. The BOARD has the authority to authorize the execution of Public Transportation Grant Agreements to be issued by FDOT in FY2021-2022.
4. The BOARD authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to submit grant applications to the Florida Department of Transportation for fiscal year 2021-2022 in the amount of approximately \$3,330,000 dollars on behalf of LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications, assurances, reimbursement invoices and any other documents in connection with the grant applications.
5. The BOARD authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to sign any and all agreements or contracts, which may be required in connection with the application, and subsequent agreements, with the Florida Department of Transportation for operating assistance for rural transportation services (5311), capital assistance for rural bus and bus facilities (5339), and transportation services for elderly persons and persons with disabilities program funds (5310).

6. The BOARD authorizes James E. Harrison, Esq., P.E., Chief Executive Officer, or designee, to make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.

7. That the above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CERTIFICATION OF THE ADOPTION OF THE PROPOSED RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT GRANT APPLICATIONS WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE FY2021-2022 SECTION 5311 FEDERAL TRANSIT ADMINISTRATION FORMULA GRANTS FOR RURAL AREAS PROGRAM, FY2021-2022 SECTION 5339 FTA FUNDS FOR RURAL AREA BUS AND BUS FACILITIES PROGRAM, AND FY2021-2022 SECTION 5310 FTA ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, IN THE AMOUNT OF APPROXIMATELY \$3,330,000 DOLLARS.

APPROVED AND ADOPTED this 10th day of December 2020 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST:

Assistant Secretary

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. ii

To: LYNX Oversight Committee

From: **Tiffany Homler Hawkins**
Chief Administrative Officer
Belinda Balleras
(Technical Contact)
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: **Authorization to Submit a Grant Application to the Federal Transit Administration's Surface Transportation Program in the Amount of Approximately \$8,280,000 for Revenue Vehicles and the Pine Hills Transfer Center**

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to submit a grant application to the Federal Transit Administration's Surface Transportation Program (STP) in the amount of approximately \$8,280,000 for revenue vehicles and the Pine Hills Transfer Center.

BACKGROUND:

The United States Department of Transportation (USDOT) funding for the Federal Highway Administration includes Surface Transportation Program (STP) funds that are eligible to be transferred to the Federal Transit Administration (FTA) for transit purposes. The STP provides funding that may be used by States and localities for a wide range of projects to preserve and improve the conditions and performance of surface transportation, including highway, transit, intercity bus, bicycle and pedestrian projects.

The regional STP funds are allocated by MetroPlan Orlando for transit enhancements, bicycle and pedestrian improvements and highway projects. STP funds are programmed annually by MetroPlan Orlando in the Transportation Improvement Program (TIP) and are incorporated in the state adopted State Transportation Improvement Program (STIP). The FY 2021 STP includes funding to cover the Belco Road improvements and the Silver Star turn lane signalization upgrade. These funds are currently being programmed by the Florida Department of

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Transportation, including some potential funding for trail improvements. The STP funds need to be processed for funds transfer to the FTA.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal was assessed for this grant application.

FISCAL IMPACT:

LYNX staff will include the award for this program in the appropriate LYNX fiscal year budget upon confirmation of award.

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Consent Agenda Item #6.C. iii

To: LYNX Oversight Committee

From: **Norman Hickling**
Director Of Mobility Services
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Exercise Option Term 3 on Contract #15-C13 with DoubleMap, Inc.

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise Option Term 3 of Contract #15-C13 with DoubleMap, Inc. to increase the contract by \$140,410 for the life of the total contract, which will increase the not to exceed contract amount from \$1,752,390 to \$1,892,800 effective December 22, 2020.

BACKGROUND:

LYNX issued Contract #15-C13 to DoubleMap, Inc. dated August 11, 2015, for implementation of an Intelligent Transportation Systems Solution. This solution provides real-time trip reservations and vehicle location for on-demand transit services and is in the process of implementation on NeighborLink services.

On November 10, 2016, the Board approved contract Addendum 1 which added the development and implementation of the fixed route and ACCESS LYNX mobile applications. Addendum 1 was issued to add these additional services with an effective date of December 22, 2016. This resulted in one project with an annual renewal in August and one with an annual renewal in December. LYNX legal counsel worked with DoubleMap legal counsel to align both projects to an annual renewal date of December 22, starting in 2018. The contract modification uses the terminology "Option Term" for the new renewal periods to avoid confusion regarding the differing "Option Year" for each of the original work order periods.

LYNX Oversight Committee Agenda

The following annual maintenance and license charges will be incurred during Option Term 3 of Contract #15-C13:

\$ 25,540 – NeighborLink annual maintenance service

\$ 84,472 – Fixed route real-time information annual maintenance service

\$ 30,398 – ACCESS LYNX real-time information annual maintenance service

\$140,410 – Total Maintenance and license charges

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2021 Operating Budget includes \$128,838 for DoubleMap annual maintenance and license charges.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. iv

To: LYNX Oversight Committee

From: **Craig Bayard**
Director Of Information Tech
Kenneth Jamison
(Technical Contact)

Phone: 407.841.2279 ext: 6008

Item Name: **Authorization to Amend the Master Purchase Agreement and Annual Maintenance Support Agreement with Trapeze Software Group, Inc.**

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to amend the Master Purchase Agreement and Annual Maintenance Support Agreement with Trapeze Software Group (Trapeze), Inc., to add an amount not to exceed \$177,412 for the purchase, implementation and first year maintenance of the General Transit Feed Specification Real-time (GTFS-RT) Software.

BACKGROUND:

Third-party information providers including those deploying mobile applications have adopted a common standard format for public transportation information known as GTFS-RT. Data in GTFS-RT format includes transit vehicle positions and geographic arrival predictions. The software purchased from Trapeze under this authorization works directly with the existing Computer Aided Dispatch system and is able to directly interact with the Trapeze Streets database to extract the required real-time data and provide it in the GTFS-RT format.

LYNX intends to make data in GTFS-RT format available through an internet portal to allow third-party real-time information providers to provide LYNX fixed route transit information to their users. Passengers will be able to use the provider of their choice to gain bus arrival information with providers able to customize their products to the needs of their users. Provision of this data will enable the ability to provide seamless regional transportation information.

LYNX Oversight Committee Agenda

The cost for implementation and the first year Maintenance Fees are:

License Fees - Streets GTFS Real Time	\$122,010
Professional Services for Implementation	\$31,000
Total Implementation:	\$153,010
Maintenance Fees - Year 1	\$24,402
Total Cost:	\$177,412

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE goal is not applicable for this specialized activity.

FISCAL IMPACT:

The FY2021 Approved Capital Budget includes \$250,000 for the Purchase, Implementation and First Year Maintenance of General Transit Feed Specification Real-time (GTFS-RT) Software. This project is funded 100% with FTA 5307 grant funds.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. v

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Execute Amendment 1 to Interlocal Project Agreement No. 1 Between the Orlando Utilities Commission and Between LYNX

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute Amendment 1 to Interlocal Project Agreement No. 1 between the Orlando Utilities Commission and between the Central Florida Regional Transportation Authority d/b/a "LYNX" to allow for an electrification pilot program for up to eight (8) electric buses.

BACKGROUND:

The LYNX Board of Directors authorized staff at its April 23, 2020 meeting to enter into a Master Interlocal Agreement and Interlocal Project Agreement No. 1 with the Orlando Utilities Commission (OUC) to allow for an electrification pilot program for up to eight (8) electric buses. LYNX released Request for Proposals 20-R20 for the Electric Depot Charging Station and Software to assist OUC with ensuring compliance with Federal Transit Administration procurement guidelines. A Source Evaluation Committee comprised of OUC staff and representatives reviewed and evaluated proposals and made a recommendation at its August 26, 2020 meeting to the Commission for award of a contract to Proterra, Inc.

The cost of the proposal was higher than the original estimate by OUC resulting in the need to amend Interlocal Project Agreement No. 1. Additional cost was due to Buy America requirements, higher labor rates, and site changes due to easement issues. The station fee for the infrastructure will increase from \$8,237.67 per month to a new charging station fee of \$17,000 per month.

OUC's total contributions under this Project Agreement will increase from a not to exceed amount of \$1,200,000 to a new not to exceed amount of \$2,100,000.

LYNX Oversight Committee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this Agreement.

FISCAL IMPACT:

These charges will be a pass through to the City of Orlando for the LYMMO program, and there is no fiscal impact to LYNX.

AMENDMENT 1 TO INTERLOCAL PROJECT AGREEMENT NO. 1

BETWEEN

THE ORLANDO UTILITIES COMMISSION

AND

BETWEEN THE CENTRAL FLORIDA REGIONAL TRANSPORTATION

AUTHORITY D/B/A “LYNX”

This Amendment 1 to Interlocal Project Agreement No. 1 (“Amendment 1”) is made as of the ____ day of _____ 2020, by and between the **Central Florida Regional Transportation Authority d/b/a “LYNX”**, a body politic and corporate formed pursuant to Part II of Ch. 343, Florida Statutes (hereinafter, “LYNX”) and the **Orlando Utilities Commission**, a statutory commission existing under the laws of the State of Florida (hereinafter, “OUC”). LYNX and OUC are hereinafter each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, LYNX was created and established by Part II, Chapter 343, Florida Statutes, for the purpose of governing and operating a public transportation system and public transportation facilities in Seminole, Orange and Osceola Counties, and may exercise all powers necessary, appurtenant, convenient, or incidental to carrying out of said purpose; and

WHEREAS, OUC provides public utilities, energy and conservation services, electric vehicle charging, water and electricity to the residents located in the Counties of Orange and Osceola; and

WHEREAS, the OUC and LYNX entered into that Interlocal Cooperation Agreement dated April 23, 2020 (“Interlocal Agreement”), pursuant to which OUC and LYNX intend to cooperatively pursue various energy efficiency and conservation programs that mutually benefit both their customers by means of one or more Interlocal Project Agreements issued thereunder and subject to the general terms thereof; and

WHEREAS, OUC and LYNX entered into Interlocal Project Agreement No. 1 pursuant to the Interlocal Agreement dated April 23, 2020 to initiate an eBus Pilot Program pursuant to

51928002;8

which OUC and LYNX agreed to partner by jointly procuring up to eight (8) eBuses with the associated charging infrastructure; and

WHEREAS, OUC and LYNX have completed the initial procurement process and are now able to refine the initial cost estimates for this first phase of the eBus Pilot Program and such costs are higher than the initial estimates due to changes in the manufacturing and design of the eBuses as well as some additional issues associated with the land rights needed to install the electric bus chargers; and

WHEREAS, OUC's total contributions under Project Agreement No. 1 were capped at One Million Two Hundred Thousand Dollars (\$1,200,000), but with the increased cost of the first phase of the eBus Pilot Program, OUC and LYNX have negotiated some adjustments to OUC's contribution to the eBus Pilot Program and wish to memorialize such agreement in this Amendment 1; and

WHEREAS, LYNX Service Fee for OUC to provide the services for Charging Stations for the Term of the Project Agreement No. 1 was calculated based on the original cost estimates for the installation and now need to be adjusted.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct as of the date hereof and are incorporated herein by this reference.

Section 2. Amendment to Subsection 5 E (1), LYNX Payment Structure eBus Pilot Program. Subsection 5 E (1) shall be amended to read as follows:

(1) Charging Station Fee. LYNX will pay to OUC during the Term of this Project Agreement (commencing on the Commission Date), a Charging Station fee, of Seventeen Thousand Dollars (\$17,000.00) per month (“Service Fee”). This Service Fee is for OUC to provide the services for Charging Stations for the Term of this Project Agreement. The initial monthly Service Fee payment will be due 30 days following the Commission Date.

Section 3. Amendment to Subsection 5 E (4), LYNX Payment Structure eBus Pilot Program. Subsection 5 E (4) shall be amended to read as follows:

(4) Project Savings. In the event the actual cost of the goods and services furnished by OUC hereunder is less than the budgeted amount of Two Million One Hundred Thousand Dollars (\$2,100,000), the Parties will meet to discuss whether OUC should provide LYNX with a credit to offset amounts owed hereunder or if OUC should make additional contributions to the project, in either case, in an amount equal to the difference.

Section 4. Ratification of Remaining Terms. All other terms of the Project Agreement No. 1 remain unchanged and are hereby ratified.

IN WITNESS WHEREOF, the Parties have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered in the presence
of:

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock

General Manager & CEO

Notary Public

FOR THE USE AND RELIANCE
OF OUC ONLY - APPROVED
AS TO FORM AND LEGALITY.

Attorney for OUC

Date: _____

Signed, sealed and delivered in the presence
of:

Notary Public

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By:

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

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

By: _____
Name: _____
Date: _____

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. vi

To: LYNX Oversight Committee

From: **Tellis Chandler**
Director Of Safety And Security
Tellis Chandler
(Technical Contact)

Phone: 407.841.2279 ext: 6154

Item Name: **Authorization to Purchase Against Florida Department of Management Services Agreement for Security Guard Services**

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase against the Florida Department of Management Services Agreement for Security Guard Services for up to ninety (90) days with G4S Secure Solution (USA), Inc., for an amount not to exceed \$441,987.84.

BACKGROUND:

Security Guard Services are currently provided by G4S Secure Solutions, USA, Inc. under LYNX contract #18-C50 at four (4) LYNX facilities located at:

- 4950 L.B McCloud Road, Orlando
- 2500 LYNX Lane, Orlando
- 455 North Garland Avenue, Orlando
- 100 N. Alaska Avenue, Kissimmee

Contract #18-C50 was a Piggyback Agreement off of the State of Florida Department of Management Services Contract 92121500-14-01 for Security Services. LYNX decided it was more advantageous for the agency to release a RFP for security services than continuing to piggyback off of the State's contract.

At the October 22, 2020 LYNX Board of Directors meeting, the Board approved to negotiate and award a contract with Strategic Security Corp. for security guard services. Due to the nature of services provided and the necessity to successfully transition security personnel services through the holiday seasons, staff is recommending authorization for a contract extension up to ninety (90) days with the incumbent G4S Secure Solution (USA).

LYNX Oversight Committee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal was not assessed for this procurement.

FISCAL IMPACT:

The Approved FY2021 Operating Budget includes \$1,332,057 for Security Services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. vii

To: LYNX Oversight Committee

From: Elvis Dovalos
Director Of Maintenance
Elvis Dovalos
(Technical Contact)

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas (CNG) Replacement Buses

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty-five (25) 40' Low Floor CNG replacement buses for a not to exceed amount of \$14,375,000 through the State of Florida Heavy Duty Buses Contract, P-18-005.

BACKGROUND:

LYNX has an active fleet of three hundred one (301) buses, one hundred seventeen (117) of which have met their useful life with an average of 730,711 miles per vehicle. This bus replacement is part of LYNX Transit Development Plan (TDP). Upon arrival of the replacement buses, LYNX will retire a like amount of buses in accordance with Federal Transit Administration (FTA) guidelines. This purchase is Grant funded and is part of the fixed route bus replacement plan.

LYNX Oversight Committee Agenda

Fixed Route Revenue Vehicles	Quantity	Cost	Total
From the State of Florida Heavy Duty Buses Contract			
40' CNG Package	25	575,000	14,375,000
Major Options Include; Voith Transmission, Fire Suppression System, Trapeze Mentor (Ranger) ITS System and Driver Protection Shields			
Fixed Route Revenue Vehicle Cost			14,375,000

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

The DBE requirement for the purchase of rolling stock is monitored by the Federal Transit Administration.

FISCAL IMPACT:

The Approved FY2021 Capital Budget includes \$14,500,000 for the purchase of twenty-five (25) 40' Compressed Natural Gas (CNG) Replacement Buses. The funding for this project is 100% Federal funds.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. viii

To: LYNX Oversight Committee

From: **Leonard Antmann**
Director Of Finance
Warren Hersh
(Technical Contact)
Edward Velez
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Auction Surplus Capital Items

Date: 12/10/2020

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for January 2021. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Computer Equipment:

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

Furniture, Fixtures and Equipment:

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

Support Vehicles

Two (2) support vehicles with a total net book value of \$0

LYNX Oversight Committee Agenda

Revenue Vehicles

Twenty (20) Revenue vehicles with a total net book value of \$0

Categorical Totals

Category	Acquisition Value	Net Book Value
Computer Equipment	\$33,313	0
Furniture and Fixtures	\$8,610	0
Other Vehicles	\$66,194	0
Revenue Vehicles	\$1,562,934	0
GRAND TOTAL	\$1,671,051	\$ 0

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	DUE TO FTA
18454	12828	2/19/2015	CE	Dell OptiPlex	5	\$1,768	0	0
18458	12832	2/19/2015	CE	Dell OptiPlex	5	\$1,768	0	0
18461	12835	2/19/2015	CE	Dell OptiPlex	5	\$1,768	0	0
18468	12842	2/19/2015	CE	Dell OptiPlex	5	\$1,768	0	0
16949	11731	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16952	11720	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16953	11730	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16954	11729	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16957	11726	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16958	11721	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16959	11722	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
16962	11725	11/30/2013	CE	Dell 9020 Computer	5	\$1,610	0	0
18559	12928	4/21/2015	CE	Dell OptiPlex	5	\$1,595	0	0
18211	12688	10/31/2014	CE	OptiPlex Mini Tower	5	\$1,568	0	0
17108	11882	2/28/2014	CE	Dell 9020 Desktop Computer	5	\$1,354	0	0
13845	9878	8/31/2011	CE	Dell 990 OptiPlex Computer	5	\$1,298	0	0
13858	9890	8/31/2011	CE	Dell 990 OptiPlex Computer	5	\$1,298	0	0
13872	9932	8/31/2011	CE	Dell 990 OptiPlex Computer	5	\$1,235	0	0
18302	12733	12/1/2014	CE	Dell 9020 Micro Computer	5	\$1,101	0	0
18303	12734	12/1/2014	CE	Dell 9020 Micro Computer	5	\$1,101	0	0
18214	12645	10/31/2014	CE	OptiPlex Mini Tower	5	\$711	0	0
18215	12646	10/31/2014	CE	OptiPlex Mini Tower	5	\$711	0	0
18218	12649	10/31/2014	CE	OptiPlex Mini Tower	5	\$711	0	0
18555	13057	4/13/2015	CE	HP Laser Jet Ent 600 M601n Printer NA	5	\$678	0	0
				Subtotal CE		\$33,313		

LYNX Oversight Committee Agenda

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquisition Value	Net Book Value	DUE TO FTA
13062	9216	7/28/2009	FE	Amcco Brake Lathe for Auto Shop	5	\$7,803	0	0
8386	4088	10/27/2004	FE	Jack-Stinger Air/Hyd Transmission Jack	5	\$807	0	0
				Subtotal FE		\$8,610		
7383	9-May	11/19/2002	OV	Road Ranger F350 SuperDuty '03	7	\$35,254	0	0
12670	30132	9/30/2008	OV	Ford E-350XLT Van	4	\$30,940	0	0
				Subtotal OV		\$66,194		
19291	150589	3/1/2016	RV	2015 Arboc Bus - Neighbor Link	4	\$133,507	0	0
14548	129-211	6/11/2012	RV	Arboc Turtle Top Bus - Flex Route	4	\$130,763	0	0
14672	120593	9/30/2012	RV	Turtle Top Odyssey Paratransit Bus	4	\$73,033	0	0
14677	120602	9/30/2012	RV	Turtle Top Odyssey Paratransit Bus	4	\$73,033	0	0
17799	140022	7/31/2014	RV	Turtle Top Odyssey Bus	5	\$72,328	0	0
17801	140024	7/31/2014	RV	Turtle Top Odyssey Bus	5	\$72,328	0	0
17802	140025	7/31/2014	RV	Turtle Top Odyssey Bus	5	\$72,328	0	0
17804	140027	7/31/2014	RV	Turtle Top Odyssey Bus	5	\$72,328	0	0
16808	130783	9/30/2013	RV	Turtle Top Odyssey Paratransit Bus	6	\$72,023	0	0
17194	131393	1/31/2014	RV	Turtle Top Paratransit Bus	4	\$72,023	0	0
16804	130778	9/30/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
16805	130779	9/30/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
16935	131401	12/31/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
16936	131393	12/31/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
16937	131395	12/31/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
16939	131397	12/31/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
17196	131391	1/31/2014	RV	Turtle Top Paratransit Bus	4	\$72,023	0	0
17197	131403	1/31/2014	RV	Turtle Top Paratransit Bus	4	\$72,023	0	0
16931	130785	12/31/2013	RV	Turtle Top Odyssey Paratransit Bus	5	\$72,023	0	0
15422	121037	2/1/2013	RV	Turtle Top Odyssey Paratransit Bus	4	\$71,033	0	0
				Subtotal RV		\$1,562,934		
				Grand Total		\$1,671,051		

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. ix

To: LYNX Oversight Committee

From: Leonard Antmann
Director Of Finance
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Execute First Addendum to Bus Service Agreement for the Kissimmee Connector Service

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to execute the First Addendum to the Bus Service Agreement with the City of Kissimmee to extend the operation of Link 709 – The Kissimmee Connector in the City of Kissimmee to September 30, 2021.

BACKGROUND:

In January 2019, LYNX entered into an agreement with the City of Kissimmee to provide a circulator bus service operating within the City limits in the downtown area. The service connects the Kissimmee Intermodal Station and SunRail to various destinations in the downtown area, such as AdventHealth, City Hall, Osceola Regional Medical Center and the Hart Library. The service operates every 25-30 minutes, Monday through Friday between the hours of 6:30 a.m. and 8:09 p.m.

This service is paid for in partnership with the Florida Department of Transportation (FDOT) via a Service Development Grant (SDG). The grant provides up to 50% of the funding for the route from FDOT, with the remaining to be paid for by the City of Kissimmee. The initial grant agreement expired on June 30, 2020. On June 5, 2020, FDOT granted an extension on the agreement through December 31, 2021.

The FDOT agreement will provide up to the 50% match required in the Service Development Grant, at an hourly rate of \$71.22 and will be valid from January 28, 2019 to December 31, 2021.

Upon expiration of the grant, the City will be responsible for 100% of the funding for the connector.

LYNX Oversight Committee Agenda

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The Approved FY2021 Operating Budget includes \$448,875 from the City of Kissimmee and \$64,125 from FDOT. The budget was developed with the assumption that the grant would expire on December 31, 2020. The grant has been extended to December 31, 2021. The FY2021 budget will be amended accordingly.

FIRST ADDENDUM TO BUS SERVICE AGREEMENT

19-C62

by and between

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX

and

CITY OF KISSIMMEE

relating to the providing of bus service in Osceola County, Florida

December 31, 2020

FIRST ADDENDUM TO BUS SERVICE AGREEMENT

THIS FIRST ADDENDUM TO BUS SERVICE AGREEMENT (the “Addendum”) is made and entered into as of this 31st day of December, 2020, by and between:

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

and

CITY OF KISSIMMEE (hereinafter referred to as “CITY”), a Florida municipal corporation duly created, organized, and existing under, and by virtue of the laws of the State of Florida, whose principal address is 101 Church Street, Kissimmee, Florida 34741 (hereinafter “the Parties”).

WITNESSETH:

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

WHEREAS, the CITY had expressed a need for additional or new public transportation service in and to certain portions of the City of Kissimmee to provide locally-oriented service to improve connectivity and mobility within downtown Kissimmee, serving key shopping, employment, and entertainment destinations, while focusing and maintaining connections to SunRail and the Kissimmee Intermodal Station; and

WHEREAS, at its meeting on May 23, 2019, the LYNX Board of Directors authorized the execution of a Bus Service Agreement (“Agreement”) between CITY and LYNX to operate the Link 709-The Kissimmee Connector in the downtown area of the City of Kissimmee, located in Osceola County, Florida; and

WHEREAS, Section 3 of the Agreement authorizes renewal of the Agreement upon mutual consent of the parties; and

WHEREAS, CITY desires for LYNX to provide the continuation of public transportation service to the downtown portions of the City of Kissimmee to provide the locally-oriented service to improve the connectivity within the above described area for an additional period of time up until September 30, 2021, utilizing the hourly rate as provided for in the original Agreement; and

WHEREAS, both parties acknowledge that the public transportation service provided for under the original Agreement and this Addendum is in partnership with the Florida Department of Transportation (FDOT), via a Service Development Grant (SDG), and the grant provides for fifty (50%) percent of the funding for the route from FDOT, with the remaining of the cost to be paid by the CITY;

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

Section 1. The foregoing recitals are true and correct and made a part of this First Addendum to Agreement.

Section 2. That this First Addendum to Bus Service Agreement between LYNX and CITY to operate the Link 709 Kissimmee Connector is hereby extended under the same terms and conditions until September 30, 2021.

Section 3. In all other respects, the original Agreement between the parties, and any preceding amendments not in conflict herewith are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[Signatures appear on the following pages]

SIGNATURE PAGE FOR CITY OF KISSIMMEE

IN WITNESS WHEREOF, the Parties have hereunto executed this First Addendum to Bus Service Agreement the day and year first above mentioned.

Attest:

CITY OF KISSIMMEE

By: _____
Linda Hansell, City Clerk

By: _____
Olga Gonzalez
MAYOR, City of Kissimmee
(Signature of Authorized Official)

Approved as to form and legality.

By: _____
Olga Sanchez de Fuentes, City Attorney

(Print Name and Title of Person
Signing)

Dated:

SIGNATURE PAGE FOR LYNX

IN WITNESS WHEREOF, the Parties have hereunto executed this First Addendum to Bus Service Agreement the day and year first above mentioned.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By:

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior Staff Attorney

Date: _____

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. x

To: LYNX Oversight Committee

From: **Tiffany Homler Hawkins**
Chief Administrative Officer
Dyana Blickle
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Approve the LYNX Oversight Committee Meeting Dates for 2021

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Oversight Committee's approval for the LYNX Oversight Committee meeting dates for 2021.

BACKGROUND:

LYNX Administrative Rule 2 – Board Governance (Bylaws) states that the Governing Board shall annually establish a schedule for the LYNX Board of Directors. The LYNX Board of Directors typically holds its meetings on the fourth Thursday of the month. The meetings can be cancelled if there are no urgent or time-sensitive issues. The proposed dates for 2021 are as follows:

- January 28, 2021
- February 25, 2021
- March 25, 2021
- April 22, 2021
- May 27, 2021
- June 24, 2021
- July 22, 2021
- August 26, 2021
- September 23, 2021
- October 28, 2021
- December 9, 2021

LYNX Oversight mmittee Agenda

LYNX Administrative Rule 2 – Board Governance (Bylaws) also authorizes the LYNX Board of Directors to establish committees and those committees are to annually establish their meeting schedule.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact associated with this activity.

LYNX Oversight Committee Agenda

Action Agenda Item #7.A.

To: LYNX Oversight Committee

From: Tomika Monterville
Director Of Plan And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6019

Item Name: Authorization to Execute Amended FY2021 Bus Service Agreements and Implement Related Service Changes

Date: 12/10/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute amended Bus Service Agreements with Universal Boulevard Property Owners Association, Inc., in the amount of \$112,484 and Econ River High School in the amount of \$14,380.68 and implement the related service changes.

BACKGROUND:

On September 24, 2020, the LYNX Board of Directors approved Bus Service Agreements with Econ River High School and Universal Boulevard Property Owners Association for certain routes they fund within the LYNX service area. As a result of low ridership due to COVID-19, a request was made to reduce or eliminate service. The summaries of the changes are below.

Universal Boulevard Property Owners Association, Inc.

In December 2006, LYNX began bus service on Link 58 which operates between Destination Parkway Superstop and Shingle Creek Resort serving Destination Parkway, International Drive, Pointe Plaza Avenue and Universal Boulevard. Link 58 operates daily from 6:29 a.m.-9:43 a.m.; 1:44 p.m.-6:14 p.m.; 10:14 p.m.-11:43 p.m., at a 30-minute frequency utilizing one bus. This route is funded by the Universal Boulevard Property Owners Association, Inc. (UPOA).

Due to low ridership as a result of the on-going COVID-19 pandemic, officials from UPOA requested a reduction in the number of trips operated on Link 58. The proposed service reduction will result in 11 trips versus the current 36 trips, operating daily from 6:29 a.m. – 7:43 a.m. and 3:00 p.m. – 4:43 p.m.

LYNX Oversight Committee Agenda

Econ River High School

In August 2016, LYNX began bus service on Link 320. The route operates between Chuluota Road and Rouse Road in east Orange County, primarily along S.R. 50. Link 320 operates Monday –Friday between the hours of 6:00 a.m. – 6:35 p.m. during days that Orange County Public Schools are in session. Six trips are scheduled at different times during the day and the route provides service to Waterford Lakes Towne Center, Econ River, East River, Timber Creek and University High Schools. This route is funded by the Econ River High School – Greater Orlando Campus, Inc.

Similarly to Link 58, due to low ridership as a result of COVID-19, officials from Econ River High School have requested an elimination of Link 320 service. Alternative service for Link 320 is available via NeighborLink 621 (scheduled for service expansion and increased frequency beginning on December 13, 2020), which operates along a majority of the current Link 320 route.

PROPOSED SERVICE CHANGES:

- Link 58 – Shingle Creek Circulator (Orange County) – Reduce number of daily trips. Service will operate from 6:29 a.m. – 7:43 a.m. and 3:00 p.m. – 4:43 p.m. at a 30 minute frequency.
- Link 320 – Avalon Park Schools Connector (Orange County) – Eliminate service.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The Approved FY2021 Operating Budget included contract service revenue of \$205,398 for Econ River and \$206,875 for Shingle Creek. The reduction of service as proposed will reduce the budgeted revenue by \$286,073. There will be incremental operating expense savings from the service reductions to offset this reduction in revenue. The FY2021 budget will be amended accordingly.

**BUS SERVICE AGREEMENT
20-C001**

by and between

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

and

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

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

October 1, 2020

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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, 2020, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, created by Part II, 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, 2021, will be based on an estimated hourly rate of \$101.58 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as

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

<u>Client</u>	Shall mean Econ River High School – Greater Orlando Campus, Inc.
<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox 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 the Client at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost 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 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, 2020 (the “**Commencement Date**”) and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through December 18, 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 11 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: Leonard Antmann, Director of Finance
LYNX
455 North Garland Avenue
Orlando, Florida 32801

with a copy to: James E. Harrison, Esq., P.E. Chief Executive Officer
LYNX
455 North Garland Avenue
Orlando, Florida 32801

As to the Company: Econ River High School – Greater Orlando Campus, Inc.
5850 T.G. Lee Blvd., Citadel I, Suite 345
Orlando, FL 32822
Attn: President

with a copy to: ALS Education, Inc.
2636 Elm Hill Pike, Suite 500
Nashville, TN 37214
Attn: Chief Financial Officer

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

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

13. **MISCELLANEOUS CLAUSES.**

(a) **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]

SIGNATURE PAGE FOR LYNX

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

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior Staff Attorney

Date: _____

Attest:

**ECON RIVER HIGH SCHOOL – GREATER
ORLANDO CAMPUS, INC.**

By: _____

By: _____

(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

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.

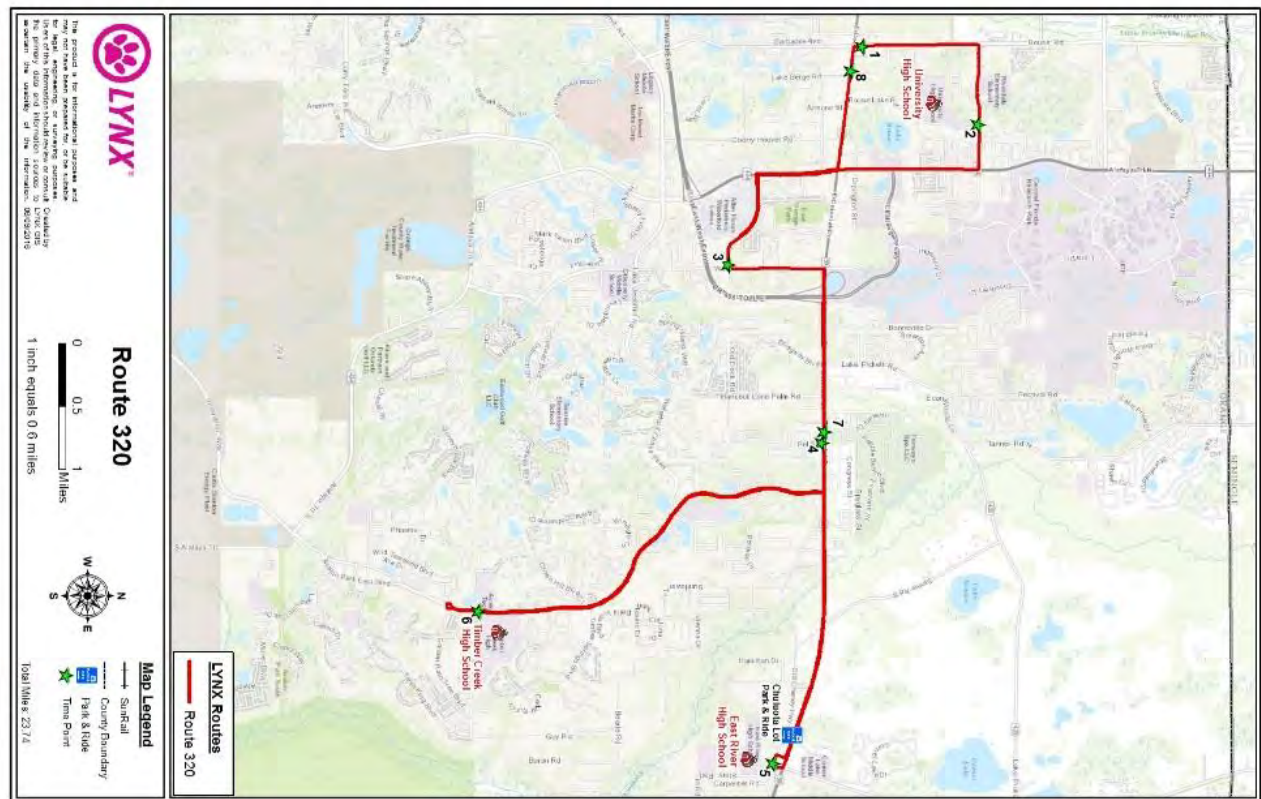


EXHIBIT "B"

Proposed Service Schedule and Annual Service Costs

LINK 320 - PROPOSED SCHEDULE

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

P.M.
Times
are
shown
in
bold

FY2021 ECON RIVER HIGH SCHOOL SERVICE

HOURS - LINK 320

Rte #	Route Description	Mon-Fri	Sat	Sun	Total
320	CHARTER SCHOOL EAST ORANGE	12.87	0	0	141.57
	Total	12.87	0	0	141.57

Hourly Rate	\$	101.58
Gross Annual	\$	14,380.68
Estimated Fares	\$	<u>-</u>
Estimated cost, Net of Fares	\$	<u><u>14,380.68</u></u>

BUS SERVICE AGREEMENT

by and between

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

and

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.
(the Association)

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

October 1, 2020

TABLE OF CONTENTS

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13.	<u>RELATIONSHIP OF OTHER PARTIES</u>	5
14.	<u>NO THIRD PARTY BENEFICIARY</u>	5
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Schedule of Exhibits

Exhibit “A” – Sketch of POA Area

Exhibit “B” – Description of Service or Bus Route

Exhibit “C” – Schedule of Service Times and Stops

Exhibit “D” – Schedule of Fee Payments

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “Agreement”) made and entered as of this 1st day of October 1, 2020, by and between:

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

and

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

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

WITNESSETH:

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

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

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

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

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

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

1. **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:

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Association</u>	shall mean Universal Boulevard Property Owners Association, Inc.
<u>Bus Service</u>	shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	shall mean the cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2021 will be based on an hourly rate of \$49.53 which includes fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FEES</u>	shall mean the fees to be paid to LYNX by the Association for providing the Bus Service as set forth and described in paragraph 6 below.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	shall mean the cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>POA</u>	shall mean the Association, as the property owners association.
<u>POA Area</u>	shall mean the area for which the Association was formed as a property owners association, as described and set forth in <u>Exhibit “A”</u> attached hereto.
<u>Service Area</u>	shall mean the area indicated in <u>Exhibit “B”</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.
<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 Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

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

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

(c) The changing transportation needs of the Association to the extent LYNX can accommodate such needs;

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

3. **TERM.** This Agreement shall be effective on October 1, 2020 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2021 (the "**Expiration Date**"), which is the funding period for providing the Bus Service. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

4. **TERMINATION.**

(a) **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 Association or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching Party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either Party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Association's or LYNX's right to remedies at law or to damages. At the sole option of the Association, if Orange County enters into an agreement with LYNX, Association may terminate this agreement and join the agreement entered into with Orange County.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "C"** is a Schedule showing the proposed times, stops/timepoints and service for the Bus Service. The Schedule is subject to all the terms of this Agreement.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of the Association paying to LYNX the Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

(a) Within thirty (30) days after the end of each and every month, LYNX shall send to the Association an invoice for said month, which would show for that month the required actual payment to be made to LYNX. The Association shall make said monthly payment to LYNX within thirty (30) days after the receipt of the invoice from LYNX.

(b) For the purpose of invoicing the Association, invoices and related matters will be sent to the Association or received in person at the following address:

Mr. Dan Giodano
Rosen Shingle Creek
9939 Universal Blvd.
Orlando, Florida 32819

(c) In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

(d) This agreement shall not obligate LYNX to provide any funding for the Bus Service. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits 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. **DEFAULT.** In the event either party defaults under this Agreement, the other party, before declaring a default, shall give written notice to the other party, and the other party shall have seven (7) days within which to cure said default. Notwithstanding the foregoing:

(a) In the event of nonpayment of any Fees, LYNX shall have the right to immediately terminate the Bus Service. In addition, LYNX will have the right to apply the Security Deposit to amounts due under this Agreement.

(b) The sole remedies available to the Association in the event of a default hereunder shall be solely to recover from LYNX any unearned portion of any of the Fees. In the case of LYNX, the sole remedy available to LYNX is to terminate the Bus Service and recover any unpaid Fees for bus services rendered in accordance with the schedule provided in **Exhibit "C"**.

8. **ACCESS OVER PRIVATE PROPERTY.** If and to the extent the Bus Route at any time extends over any private property in the POA Area, then if requested by LYNX, the Association shall obtain written authorization from persons having an interest in the private property for LYNX to provide the Bus Service.

9. **INDEMNIFICATION.** The Association shall indemnify and save LYNX completely harmless in respect of liability and of damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the Bus Route and arises out of the negligence of the Association or any of its Members, or any of their employees or agents.

10. **BOND.** The Association shall not be required to furnish the Owner with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX a Security Deposit in an amount to be agreed upon by both parties upon execution of this Agreement.

11. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

(a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

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

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

12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

13. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and the Association under this Agreement shall be that of an independent contractor and not an agent.

14. **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.

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

As to LYNX:

Leonard Antmann, Director of Finance
LYNX
455 North Garland Avenue
Orlando, Florida 32801

with a copy to: James E. Harrison, Esq., P.E., Chief Executive Officer
LYNX
455 North Garland Avenue
Orlando, Florida 32801

As to the Company: Universal Boulevard Property Owners Association, Inc.
9751 Universal Boulevard
Orlando, Florida 32819
Attn: Mr. Dan Giordano

with a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Deborah H. Johnson

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

16. **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.

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

18. **MISCELLANEOUS CLAUSES.**

(a) **Sovereign Immunity.** LYNX hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either Party of its rights to invoke sovereign immunity as a governmental entity.

(b) **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) **No Restrictions As To Other Service.** Nothing contained in this Agreement shall restrict LYNX in any way whatsoever as to any other service which it may provide in the OA Area, whether adding or dropping service.

(g) **Benefits of Service.** The Payments to be paid by the Association to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

(h) **Governing Law.** This Agreement shall be interpreted and constructed according to and enforced under the laws of the State of Florida. LYNX and the Funding Partners agree that the Ninth Judicial Circuit Court of Orange County, Florida shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

(i) **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.

(j) **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.

(k) **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.

(l) **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.

(m) **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 Association such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve

LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

(n) **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 Association is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Association. Thus, for example, if the Association should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.

(o) **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.

(p) **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.

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

20. **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.

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

[Signatures Begin On Following Page]

SIGNATURE PAGE FOR LYNX

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

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: James E. Harrison, Esq., P.E.

Title: Chief Executive Officer

Date: _____

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

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior Staff Attorney

Date: _____

**UNIVERSAL BOULEVARD PROPERTY
OWNERS ASSOCIATION, INC.**

By: _____

(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

EXHIBIT "A"

Sketch of POA Area

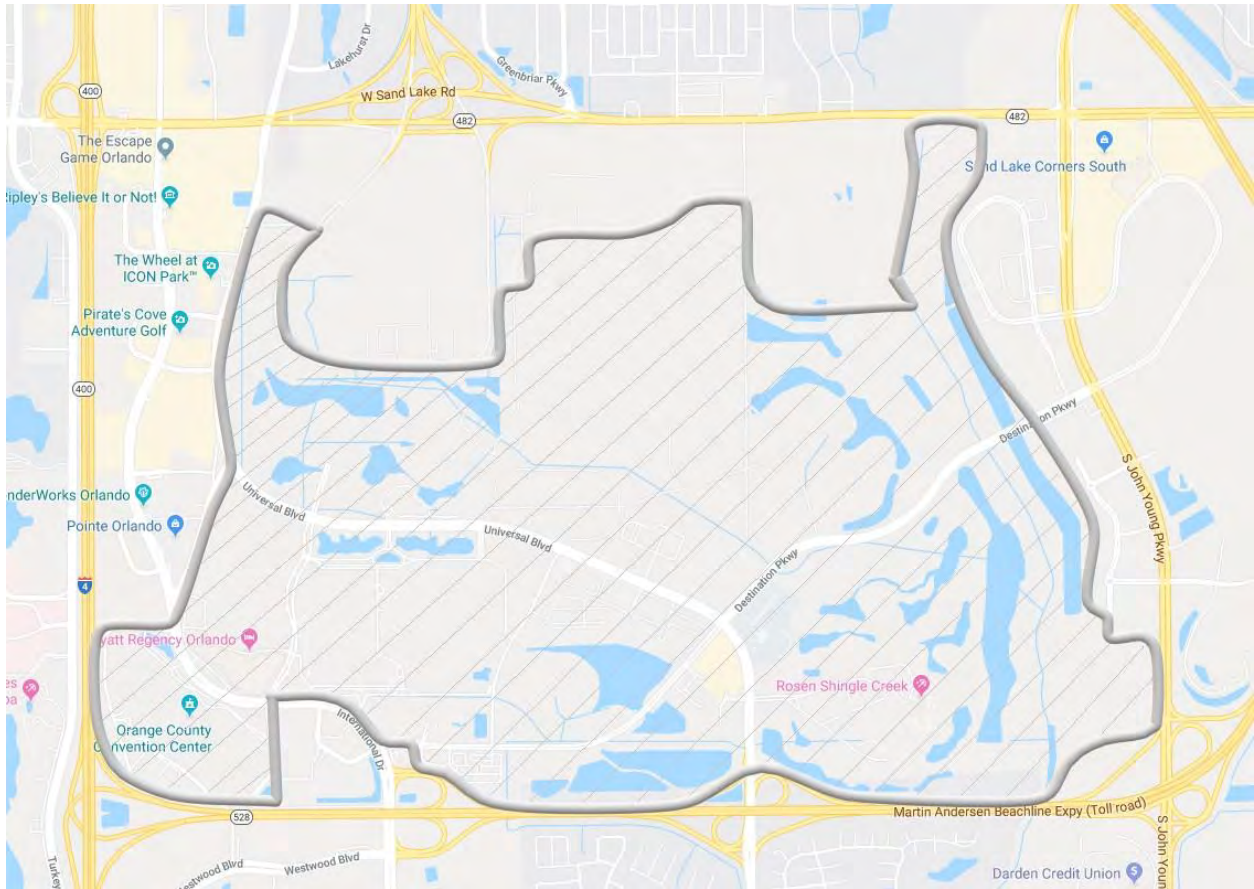
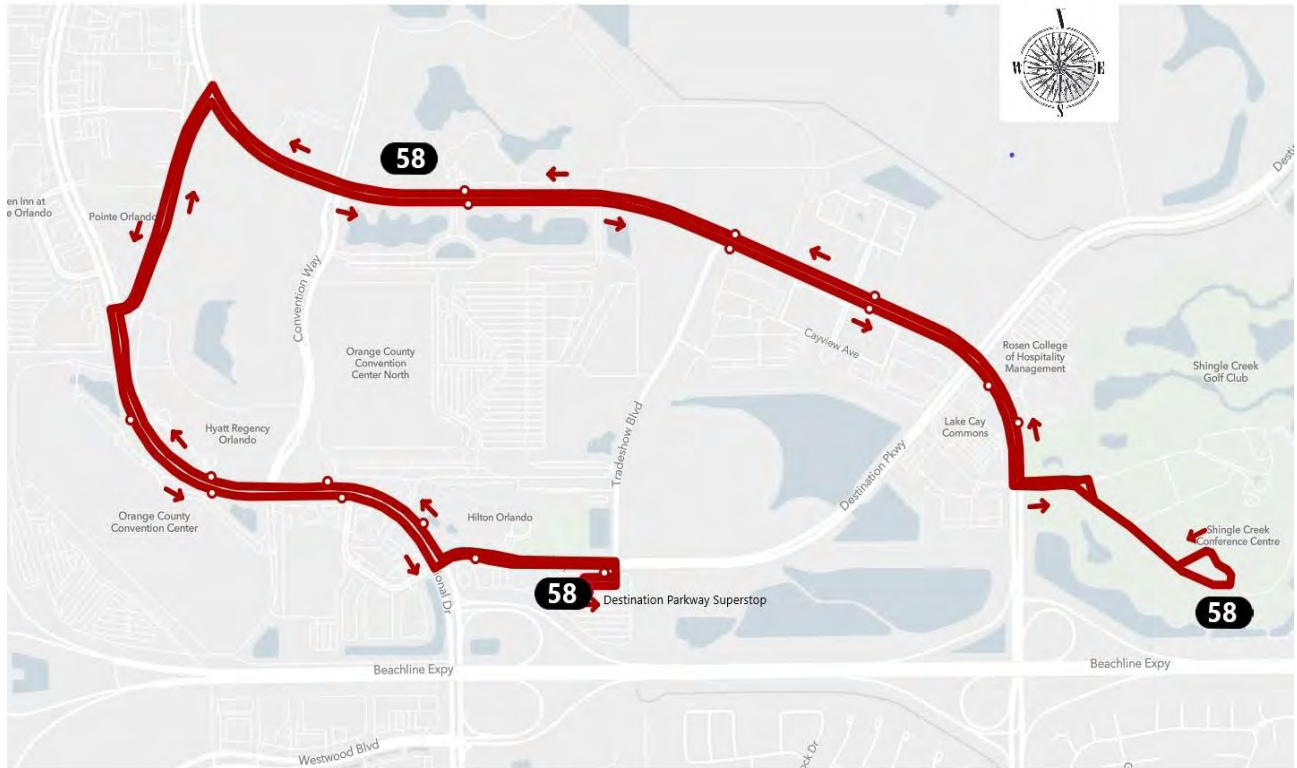




EXHIBIT “B”

Description of Service or Bus Route



LEGEND

-  **Current Bus Route**
-  **Current Bus Stop**



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

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

EXHIBIT "C"

Schedule of Service Times and Stops

Link 58 Shingle Creek Circulator

Effective: April 28, 2019

Operates Daily (Monday - Sunday)

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

Link 58 Shingle Creek Circulator

Effective: December 13, 2020

Operates Daily (Monday - Sunday)

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

EXHIBIT "D"
Schedule of Fee Payments

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

	Oct. 1, 2020 - Dec. 12, 2020	Dec 13, 2020 - Sept. 30, 2021	
Daily:			
AM Peak Start	6:29 AM	6:29 AM	
AM Peak End	9:43 AM	7:43 AM	
AM Peak Hours	3.23	1.23	
Deadhead	0.92	0.92	
AM Peak Platform Hours	4.15	2.15	
MID-DAY Start	No Mid-day Service	No Mid-day Service	
MID-DAY End	No Mid-day Service	No Mid-day Service	
MID-DAY Hours	0	0	
Deadhead	0	0	
MID-DAY Platform Hours	0	0	
PM Peak Start	1:44 PM	1:44 PM	
PM Peak End	6:13 PM	4:43 PM	
PM Peak Hours	4.48	1.72	
Deadhead	0.92	0.92	
PM Peak Platform Hours	5.40	2.64	
NIGHT Start	10:14 PM	No Night Service	
NIGHT End	11:43 PM	No Night Service	
NIGHT Hours	1.48	0	
Deadhead	0.92	0	
NIGHT Platform Hours	2.4	0	
Single Day Total Platform Hours	11.95	4.79	
Days to Operate (Fiscal Year 2021)	73	292	
Total Fiscal Year 2021 Platform Hours	872.35	1,398.68	
Hourly Cost	\$49.53	\$49.53	
Total Fiscal Year 2021 Operating Cost	\$43,207	\$69,277	\$112,484

Exhibit "D"

Universal Blvd Property Owners Assn Transit Service Costs

October 1, 2020 through September 30, 2021

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 58	2,271	\$112,484
	2,271	\$112,484

Net Funding Request	\$112,484
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FY2021 Billing Schedule

October-20	\$18,347
November-20	\$17,757
December-20	\$11,611
January-21	\$7,355
February-21	\$6,643
March-21	\$7,355
April-21	\$7,117
May-21	\$7,355
June-21	\$7,117
July-21	\$7,355
August-21	\$7,355
September-21	\$7,117
Annual Funding Requested	\$112,484