

# LYNX Finance & Audit Committee Agenda

Meeting Date: 02/15/2024  
Meeting Time: 1:30 PM

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

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

## 1. Call to Order

## 2. Approval of Committee Minutes

-  Finance Committee Minutes - January 18, 2024

Pg 3





## 3. Public Comments

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

## 4. Chief Financial Officer's Report

## 5. Consent Agenda



### A. Request for Proposal (RFP)

-  Authorization to Release a Request for Proposal (RFP) for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters Pg 8
-  Authorization to Release a Request for Proposal for HVAC System Replacement Pg 10
-  Authorization to Release a Request for Proposal (RFP) for Labor & Employment Legal Services Pg 12
-  Authorization to Release a Request for Proposal (RFP) for Temporary Staffing and Permanent Placement Recruitment Services Pg 14




### B. Award Contracts




-  Authorization to Award a Contract for Legal Services - General Counsel Pg 16

### C. Extension of Contracts




-  Authorization to Exercise the Second Option Year for Contract #20-C45 with Advanced Document Solutions Pg 18
-  Authorization to Exercise the First Option Year of Contract #21-C37 with Remix Technologies, LLC for Transit Planning Software-as-a-Service Pg 20

### D. Miscellaneous

-  Authorization to Execute a Contract for an Americans with Disabilities Act (ADA) Transition Plan for General Planning Services Pg 22
-  Authorization to Purchase Vanpool Vehicles Pg 24
-  Authorization to Issue a Solicitation for the Painting of the Exterior Building and Interior Terminal Area at LYNX Central Station Pg 26

- iv.  Authorization to Issue a Solicitation for the Passenger Terminal Restroom Renovations at LYNX Central Station Pg 27
  - v.  Authorization to Grant an Easement to Duke Energy Florida, LLC Related to the Construction of the Pine Hills Transfer Center Pg 28
- Attachments 

## 6. Action Agenda

- A.  Authorization to Enter into the FY2024 Service Funding Agreement with Orange County for the Accelerated Transportation Safety Program Pg 33
- Attachments 
- B.  Election of the 2024 Finance and Audit Committee Officers Pg 46

## 7. Discussion Items

- A.  FY2023 Preliminary Reserve Analysis Pg 47
- B.  FY2024 1st Quarter Results Pg 48
- C.  FY2025 Budget Assumptions Pg 49

## 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**  
**Finance and Audit Committee Meeting Minutes**

**PLACE:** LYNX Central Station  
455 N. Garland Avenue  
2<sup>nd</sup> Floor, Board Room  
Orlando, FL 32801

**DATE:** January 18, 2024

**TIME:** 1:30 p.m.

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**Members in Attendance:**

Amanda Clavijo, Osceola County  
Michelle McCrimmon, City of Orlando  
Tim Jecks, Seminole County  
Kurt Petersen, Orange County  
Jamie Ledgerwood, FDOT, 5<sup>th</sup> District  
Pat Christiansen, LYNX Attorney

**Staff in Attendance:**

Leonard Antmann, Chief Financial Officer  
Michelle Daley, Director of Finance  
David Vance, Manager of Financial Planning & Analysis  
Matt Friedman, Director of Marketing Communications

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**1. Call to Order**

Chair Clavijo called the meeting to order at 1:30 p.m.

**2. Approval of Minutes**

Michelle McCrimmon moved to approve the October 19, 2023 Finance and Audit Committee meeting minutes. Seconded by Tim Jecks. The minutes were unanimously approved as presented.

**3. Public Comments**

No members of the public were present to speak.

**4. Chief Financial Officer's Report**

Lenny Antmann, Chief Financial Officer, provided the following updates:

- New Manager of Financial Planning & Analysis, David Vance started November 6.
- New Chief Operating Officer, David Burrows started January 2.
- ERP Phase 1 Key Modules implementation on target to go-live October 1 for the start of FY2025.
- MSL Auditors have completed in-house work; no issues have been identified to date.

- Ridership has increased a little in 2<sup>nd</sup> half of last fiscal year and since then has been flat. Paratransit ridership has been approximately 52-55,000 trips/month, Fixed Route has been approximately 56-59,000 riders per day.
- Pine Hills construction is on target for completion in the first quarter of FY2025.
- FDOT has scheduled Triennial Review June 11-13, 2024.
- There will not be a January Board meeting due to scheduling conflicts.

## 5. Consent Agenda

Chair Clavijo asked if there were any changes to the Consent. Mr. Antmann recommended the entire Consent Agenda for approval. Jamie Ledgerwood will abstain from voting on Consent Agenda item B.v.

### A. Extension of Contracts

- i. Authorization to Extend Contract with Beep, Inc.

### B. Miscellaneous

- i. Authorization to Update the Employee Awards and Service Recognition Policy
- ii. Authorization to Enter into a Memorandum of Agreement with Orange County for In-Kind Transit Planning Services to Lead the NEPA, Preliminary Design, and Entry into Project Development for the International Drive Transit Project
- iii. Authorization to Issue a Task Order to Kittelson and Associates, Inc. for a Not to Exceed Amount of \$172,710 for General Planning Services to Complete a Sustainability and Resiliency Plan
- iv. Authorization to Enter into Sub-Recipient Agreements and Award Funds Under Section 5310 to Selected Human Services Agencies
- v. Authorization to Ratify Grant Applications Submitted to the Florida Department of Transportation (FDOT) and adoption of Resolution # 24-001
- vi. Authorization to Purchase Twenty-Five (25) 40' Compressed Natural Gas (CNG) Replacement Buses
- vii. Authorization to Purchase Two (2) Replacement Vehicles for NeighborLink Transit Services
- viii. Authorization to Dispose of Items Accumulated Through the Lost and Found Process
- ix. Authorization to Auction Surplus Capital Items
- x. Authorization to Assign Contingency in the Amount of \$1,478,658 to the Pine Hills Bus Transfer Center Project to McCree General Contractors, LLC

Kurt Petersen made a motion to approve all Consent Agenda items except 5.B.v, second by Jamie Ledgerwood. Motion passed unanimously.

Michelle McCrimmon made a motion to approve Consent Agenda item 5.B.v, second by Tim Jecks. Motion passed with four approvals; Jamie Ledgerwood abstained.

## 6. Discussion Items

### A. Update to the Vanpool Program

Matt Friedman, Director of Marketing Communications, provided an overview of LYNX's Vanpool program which has operated for 30 years. LYNX purchases the vehicles with FTA funding and contracts with Enterprise to operate the Vanpool's Agencies program. The Vanpool program had seen steady growth until impacted by the expiration of the federal "Buy America" waiver in 2019. The expiration of the waiver impacted LYNX's ability to replace vehicles. Currently, fifty vehicles are currently on order, and we plan to fully replace the remainder of the fleet in FY2025.

The Vanpool program had historically been able to cover all costs related to the program, however since 2020 the program has operated at a loss. When the contract with Enterprise was recently negotiated and issued the management fees more than doubled. We have also incurred excessive maintenance costs because we were unable to purchase new vehicles for several years. Mr. Friedman provided program participant cost comparisons for LYNX at \$490 vs Brevard, Polk and Volusia at \$800. The current Vanpool participant pricing is now less than the management fee expense.

The committee and Mr. Friedman discussed several potential options to raise rates to help offset costs. The committee requested an additional presentation at the next meeting to see a more detailed look at the program cost, monthly break-even and cost to sustain.

### B. FY2023 Preliminary Operating Results

Lenny Antmann, Chief Financial Officer, reviewed the FY2023 preliminary operating results. Overall, we are \$6.4M favorable on revenue at \$157.4M. In FY2022, our final ARPA Federal Revenue drawdown of \$45M was used to balance the budget and any excess rolled into our budget stabilization fund. We had budgeted \$31M of budget stabilization funds in FY2023 but with the favorability's we only used \$24.2M. Expenses are \$500K favorable.

Revenue – Customer fares are \$1.8M favorable; \$200K on Paratransit and \$1.6M on fixed route. Interest and Other Income was \$3.8M favorable, primarily due to increased interest rates and \$800K gain on sale of assets that resumed following COVID. Federal Revenue is favorable \$430K; \$300K on fixed route, \$150K on paratransit associated with additional 5307 rural service grant costs and underspent on Planning studies which is offset on expense side. Local revenue \$150K favorable associated with the LYMMO agreement true-up.

Salaries, Wages and Fringe Benefits were unfavorable \$4.5M for the year. Last year we had an actuary adjustment of \$5M favorable, non-cash impacting. This year we had a \$5.1M non-cash impacting actuary adjustment to our long-term liability that caused us to go unfavorable in total dollars. Wages and benefits would have been \$500K favorable without the actuary adjustment. The favorability is primarily associated with three open chief positions. The COO was recently hired, and we are working to fill the other two chief positions. Savings on the operating side due to open driver and maintenance positions were offset by overtime required to meet the service requirements.

Other Services are \$3.5M favorable. On the fixed route side \$1M associated with ERP implementation that rolled forward to FY2024 and \$1.1M grants/hr/planning projects that were not spent. Favorable \$650K on legal fees, \$500K on temporary help and \$350K on security services.

Fuel was favorable \$1.8M; \$1.1M associated with federal CNG fuel tax rebate and the balance is associated with favorable market pricing.

Purchase transportation \$1.2M unfavorable, this is attributable to the contract extension for our previous contractor from December through May which included an increase in fees. The new contract with Transdev began June 1, 2023.

The change in net position was \$24.2M which is \$6.9M favorable to budget and decreased the use of stabilization funds. If we take into account the non-cash \$5M actuary adjustment, we were actually favorable \$12M on use of budget stabilization funds.

### C. FY2025 Budget Assumptions Discussion

Mr. Antmann led the budget assumption workshop to review and solicit the committee's input on the preparation of the FY2025 Budget Assumptions. A formal presentation will be brought to the Finance & Audit committee in February.

Discussion on the key assumptions were as follows:

- State block grant funding of \$13.3M for FY2025.
- Continue Preventative Maintenance at \$6.8M as previously recommended by the board.
- FY2025 budget will be developed as a base level budget based on business as we know it today.
- Paratransit cost containment strategies and stringent application process will continue.
- The budget will be developed and reported by line of business.
- Prepare the Partner Contributions using the approved Regional Funding Model.
- Several scenarios with trends going out several years modeling the use of the budget stabilization funds to provide a consistent increase to the funding partner contributions back to full funding. FY2024 contributions increased by 15% and budget stabilization was used to balance the budget. FY2025 will be the third year utilizing stabilization and in two additional years the fund will be fully utilized.
- FY2025 ridership budgeted consistent with current trends.
- Maintain service consistent with the current levels.
- Osceola 612 service development grant will expire during FY2025. We will need Osceola's direction regarding the continuance of the route.
- Advertising revenue budget at the current contract guarantee level.
- Driver staffing will fluctuate reflecting service levels.
- We plan to follow funding partner lead when budgeting wage increases for administrative staff and will follow the current collective bargaining agreements as it pertains to wages and benefits.
- Interest Income, following the committee's recommendation the budget will be similar to the historical levels of \$800K.

- No anticipated fare increases other than possible Vanpool increase that is presented to Finance today & Oversight committee in February.
- Medical expenses are trending up at approximately 8% and staff plans to budget an 8% increase to medical benefits. We will continue to maximize prescription rebate opportunities.
- Continue Fuel hedging program as favorable contracts become available. More than 75% of fleet are CNG/electric, only 25% will be diesel. Continued investment in Lo-No emission vehicles.
- Continuation of transition of technology to cloud environment. This will reduce capital investment and increase operating expense.
- Pine Hills Transfer Station should be completed and go into full operation in FY2025.
- Southern Operation Base land purchase expected FY2024 and issue contract for design build in FY2025.
- LCS project to expand some bays to accommodate 60ft buses.
- LCS window replacement project for improved sound, wind protection and energy savings.
- HVAC replacement for 3 major building
- Continued investment in the LYNX employee development programs.

Mr. Antmann briefly discussed the Orange County Accelerated Transportation Safety Program (ATSP). The ATSP will provide LYNX \$9M annually; \$3M for additional shelters and \$6M for one new route and increased frequency on select existing routes. The service level increases will be implemented on April, August and December service changes. It will be included in calculating our costs and carved out. A separate agreement for this service will be executed with Orange County and it will not have any impact on Osceola or Seminole counties.

## **7. Other Business**

Amanda Clavijo shared that Leslie Felix will be her back-up.

## **8. Adjourned**

The meeting adjourned at 2:36 p.m.

# LYNX Finance & Audit mmittee Agenda

## Consent Agenda Item #5.A. i

**To:** LYNX Finance & Audit Committee

**From:** Elvis Dovalés  
Director Of Maintenance  
Ricky Gonzalez  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Release a Request for Proposal (RFP) for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Lawn Maintenance & Trash Removal Services at LYNX bus stops and shelters. The contract term will be for an initial three (3) year term with two (2) one (1) year options.

### **BACKGROUND:**

The award of Contract #22-C07 to Aero Groundtek, LLC., for Lawn Maintenance & Trash Removal Services at LYNX Bus Stops/Shelters was approved by the LYNX Board on September 23, 2021. The contract was awarded for a three (3) year term with two (2) one (1) year options. The Contract will expire on September 30, 2024.

LYNX operates a public transportation system that serves approximately 2,500 square miles located within the boundaries of Orange, Osceola, and Seminole Counties. Bus stops are the primary point of customer access to LYNX fixed route bus service. Shelters provide an enhanced experience for customers by providing shelter from the elements. These stops and shelters are highly visible to the community and provide a clean, safe area for customers to wait, to board, and to alight LYNX buses.

LYNX has separate contracts for bus stops and shelters including lawn maintenance, trash removal, shelter cleaning, and shelter maintenance. This contract is for trash pickup from trash



# LYNX Finance & Audit Committee Agenda

receptacles that will be serviced as frequently as five times week at over 1,200 locations in the area as well as lawn maintenance which includes grass cutting at most of the stops and shelters.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2024 Approved Operating Budget includes \$600,000 Lawn Maintenance & Trash Removal Services at LYNX bus stops and shelters.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.A. ii

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Jeffrey Reine  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Release a Request for Proposal for HVAC System Replacement

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Request for Proposal (RFP) for the replacement of the three (3) HVAC systems for LYNX Central Station and LYNX Operations Center.

### **BACKGROUND:**

LYNX operates out of two owned main facilities: the LYNX Central Station, and the LYNX Operations Center. The facilities have HVAC systems of different manufacturers and types that have met their useful life. The units are between 16 to 19 years old and have become failure prone and increasingly costly and difficult to maintain. The typical life expectancy on these types of systems averages 15 to 20 years. In the past three years, LYNX has spent approximately \$240,000 repairing or replacing items related to ensure that the equipment has been able to function.

LYNX is seeking to replace the HVAC systems at both locations with systems of the same or equivalent brand manufacturer with the latest high efficiency and sustainable systems available.

In October 2023, LYNX authorized the Chief Executive Officer or designee to execute a contract with Kimley-Horn, Inc. for Architecture and Engineering Services. Design on the new HVAC started at the end of December 2023 and is currently on-going. In order to ensure that the agency is ready to procure the HVAC system replacement in a timely manner, LYNX is now requesting permission to issue an RFP.

# LYNX Finance & Audit Committee Agenda

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

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract.

## **FISCAL IMPACT:**

The FY2024 Proposed Capital Budget includes \$7,519,039 for HVAC Systems Replacement at the LYNX Central Station and the LYNX Operations Center. This project is funded with 100% Federal grants.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.A. iii

**To:** LYNX Finance & Audit Committee

**From:** Terri Settington  
Director Of Human Resources  
Terri Settington  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Release a Request for Proposal (RFP) for Labor & Employment Legal Services

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Labor & Employment Legal Services. The contract term will be for two (2) years with three (3) one (1) year renewal options.

### **BACKGROUND:**

LYNX has a need for specialized labor and employment legal services to provide direct support to the Chief Executive Officer and staff.

At the December 5, 2019 Board of Directors' meeting, staff received authorization to enter into a contract with Gray Robinson, P.A. for an initial term of two (2) years with three (3) one-year renewal options for Labor & Employment Legal Services. Staff received authorization on January 22, 2022 to exercise the first option year of this contract. Staff received authorization on October 27, 2022 to exercise the second option year. On October 26, 2023 staff received authorization to exercise the third option year. The current contract expires on February 6, 2025 and has exhausted all renewal options.

The support of an outside legal firm specialized in labor and employment law will provide the necessary expertise and resources to effectively represent LYNX in matters related to labor and employment law.

# LYNX Finance & Audit Committee Agenda

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2024 Approved Operating Budget includes \$300,000 for Labor & Employment Legal Services.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.A. iv

**To:** LYNX Finance & Audit Committee

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

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Authorization to Release a Request for Proposal (RFP) for Temporary Staffing and Permanent Placement Recruitment Services

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to release a Request for Proposal (RFP) for Temporary Staffing and Permanent Placement Recruitment Services. The contract term will be for three (3) years with two (2) one (1) year renewal options.

### **BACKGROUND:**

Occasionally, LYNX has a need to utilize temporary staffing to complete projects or meet reporting requirements. It is the desire of the Authority to procure a contract with one or more Contractors to assist in placing temporary staff when the need arises.

Additionally, LYNX has open positions that are recruited on an ongoing basis. Certain positions can become difficult to fill. Therefore, the Authority would like to procure a contract with one or more Contractors to assist in permanent placement of hard to fill positions.

These contracts will not guarantee any amount of work or expense. Upon an identified need, a purchase order will be issued based upon the consultant's expertise and agreed upon pricing.

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

A DBE participation goal is not applicable for this activity.

# LYNX Finance & Audit Committee Agenda

## FISCAL IMPACT:

The FY2024 Approved Operating Budget includes \$42,000 for projects, additional temporary help would be funded through savings from open positions.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.B. i

**To:** LYNX Finance & Audit Committee

**From:** Maurice Jones  
Director Of Procurement  
Maurice Jones  
Technical Contact

**Phone:** 407.841.2279 ext: 6057

**Item Name:** Authorization to Award a Contract for Legal Services - General Counsel

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and execute an agreement as recommended by the Source Evaluation Committee (SEC) with GrayRobinson, P.A. for General Counsel Legal Services in the Not To Exceed amount of \$450,000. The recommended initial term of the agreement will be for two (2) years with three (3) one (1) year renewal options.

### **BACKGROUND:**

At the May 25, 2023 Board of Director's Meeting, staff received authorization to issue a Request for Proposal (RFP) for General Counsel Legal Services. The proposal for General Counsel Legal Services (#19-R05) was released on August 11, 2023, with responses due on September 12, 2023.

Four (4) responses from the below listed law firms were received for the General Counsel Legal Services RFP. All proposals were considered responsive and forwarded to the Source Evaluation Committee (SEC) for review. The SEC consisted of a representative from each of the funding partners including Orange County, Osceola County, Seminole County, City of Orlando and the Florida Department of Transportation. The SEC public meeting was held on January 10, 2024, with the following results:



# LYNX Finance & Audit Committee Agenda

<b>Firm</b>	<b>Total Score</b>	<b>Ordinal Ranking</b>
Akerman, LLP	453	9
Clark Hill, PLC	355	19
Fishback Dominick, LLP	390	13
GrayRobinson, P.A.	458	7

It was the recommendation of the SEC to award an agreement for General Counsel Legal Services to GrayRobinson, P.A. based on the lowest ordinal ranking.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2024 Approved Operating Budget includes \$300,000 for legal services.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.C. i

**To:** LYNX Finance & Audit Committee

**From:** **Craig Bayard**  
Director Of Information Technology  
**Craig Bayard**  
Technical Contact

**Phone:** 407.841.2279 ext: 6008

**Item Name:** **Authorization to Exercise the Second Option Year for Contract #20-C45 with Advanced Document Solutions**

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year for contract #20-C45 with Advanced Document Solutions for the purchase of color laser multifunction devices, "MFD" (Copier, Printer, Scanner, Fax), software, and a services contract; and to increase the cost not to exceed by \$45,000.

### **BACKGROUND:**

LYNX entered into a contract with Advanced Document Solution on April 1, 2020, for the purchase of Color Laser Multifunction Devices, "MFD" (Copier, Printer, Scanner, Fax), Software, and Services Contract to cover each of the new copiers purchased under the same contract. The current copiers maintenance service contract covers all preventive maintenance to be performed by authorized factory trained technicians, parts, labor, toner, consumables, (excluding staples and paper).

The total not to exceed will increase to \$317,427.

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

A DBE participation goal is not applicable for this activity.

# LYNX Finance & Audit Cmmittee Agenda

## FISCAL IMPACT:

The FY2024 Approved Operating Budget includes \$47,000 for the maintenance contract on the equipment.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.C. ii

**To:** LYNX Finance & Audit Committee

**From:** James Boyle  
Director Of Planning And Development  
Myles O'Keefe  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Exercise the First Option Year of Contract #21-C37 with Remix Technologies, LLC for Transit Planning Software-as-a-Service

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first-year option of Contract #21-C37 with Remix Technologies, LLC for Transit Planning Software-as-a-Service (SaaS) and to increase the overall contract Not To Exceed (NTE) amount to \$310,000.

### **BACKGROUND:**

On March 25, 2021 the LYNX Board of Directors approved the award of Contract #21-C37 to Remix Technologies, LLC. for Transit Planning SaaS for three (3) years with two (2) one (1) year options. Contract #21-C37 expires on March 31, 2024.

On September 9, 2022 Contract Modification #1 was signed adding Remix On-Demand Planning Platform to the existing SaaS contract covering the period of October 1, 2022 through March 31, 2024. Contract Modification #1 had a value of \$36,000 for the 18-month period for the On-Demand Planning Platform and increased the NTE for the initial three (3) year term from \$183,000 to \$219,000.

Option year one (1) will cover the period of April 1, 2024 through March 31, 2025 for both the Transit Planning SaaS, for \$65,000, and the On-Demand Planning Platform, for \$26,000, for a total amount of \$91,000.

# LYNX Finance & Audit mmittee Agenda

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2024 Approved Operating Budget includes \$89,000 for transit planning software services.

# LYNX Finance & Audit mmittee Agenda

## Consent Agenda Item #5.D. i

**To:** LYNX Finance & Audit Committee

**From:** **James Boyle**  
Director Of Planning And Development  
**Myles O'Keefe**  
Technical Contact  
**Charles Abbatantuono**  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Authorization to Execute a Contract for an Americans with Disabilities Act (ADA) Transition Plan for General Planning Services

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a Task Order to VHB to draft a ADA transition plan for LYNX facilities, bus stops, and vehicles to meet accessibility requirements of the Americans with Disabilities Act in an amount not to exceed \$425,952.

### **BACKGROUND:**

In 2023, VHB began work on a set of Bus Stop Design Guidelines for LYNX, examining how the design of bus stops fit into the urban fabric of our service area in Orange, Osceola, and Seminole Counties. The ADA Transition Plan will accompany the Guidelines and seeks to evaluate the same inventory of bus stops on their accessibility. Additionally, the consultant VHB will take the inventory of LYNX's facilities and vehicles and analyze how accessible they are to the same population of riders.

As a public entity, LYNX is required to perform a self-assessment of their current facilities, relative to the accessibility requirements of Americans with Disability (ADA) accessibility standards. Title II of the Act specifically addresses the subject of making public services and public transportation accessible for those with disabilities. Designing and constructing facilities for public use that are not accessible by people with disabilities constitutes discrimination. The ADA applies to all facilities, including facilities built before and after 1990. State and local government and public entities or agencies are required to perform self-assessment of their current facilities, relative to the accessibility requirements of the current ADA accessibility

# LYNX Finance & Audit mmittee Agenda

standards. The transition plan formal procedures outlined in 28 CFR Part 25.150 only govern those public entities with more than 50 employees, like LYNX.

This transition plan will, at a minimum:

- A. Identify physical obstacles in the LYNX's assets that limit the accessibility of the programs or activities to individuals with disabilities;
- B. Describe in detail the methods that will be used to make the assets accessible;
- C. Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year; and
- D. Indicate the LYNX Department responsible for the implementation of the plan.

VHB was asked to respond to a Task Order Request for planning services to complete the ADA Transition Plan. VHB submitted a formal Task Order Response including a project approach and a total project budget of \$425,952. The Task Order Response is within the LYNX completed Independent Cost Estimate.

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

No DBE Goal has been established for this contract. LYNX encourages the Contractor to make every attempt to obtain participation of certified DBEs and other small businesses in the completion of this contract.

## **FISCAL IMPACT:**

The FY2024 Approved Operating Budget includes \$135,000 for General Planning Services on the Sustainability and Resiliency Plan. This is a multi-year project and will be 100% funded by a combination of MetroPlan UPWP and Federal grants.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.D. ii

**To:** LYNX Finance & Audit Committee

**From:** **Matthew Friedman**  
Director Of Marketing Communications  
**Janet Vidal**  
Technical Contact

**Phone:** 407.841.2279 ext: 6206

**Item Name:** Authorization to Purchase Vanpool Vehicles

**Date:** 02/15/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase twenty (20) Ford Transit Passenger Vans XLT and thirty-three (33) Ford Explorer RWD XLT (or equivalent) vehicles for replacement purposes for the Vanpool program, in the not to exceed amount of \$2,356,280.00.

### **BACKGROUND:**

At the April 27, 2023, Board of Directors meeting, staff received authorization to purchase fifty (50) Ford Explorer 4WD ADR XLT (or the equivalent) vehicles for replacement or expansion purposes for the Vanpool program.

The program is in need to replace most of its fleet. A Buy America waiver expired in 2019 which caused agencies around the country to stop purchasing these vehicles. A new waiver was instituted in late 2022. In early March 2023 LYNX staff was able to confirm these vehicles meet the Buy America requirement. The requested vehicles will be purchased through the State of Florida Department of Management Services (DMS) Cooperative Agreement.

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

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



# LYNX Finance & Audit Committee Agenda

## FISCAL IMPACT:

The FY2024 Approved Capital Budget includes \$2,350,000 for Van Pool Program Replacement Vehicles. This project to 100% grant funded.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.D. iii

**To:** LYNX Finance & Audit Committee

**From:** Elvis Dovalos  
Director Of Maintenance  
Ricky Gonzalez  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Issue a Solicitation for the Painting of the Exterior Building and Interior Terminal Area at LYNX Central Station

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Solicitation for the Painting of the Exterior Building and Interior Terminal Area at LYNX Central Station (LCS).

### **BACKGROUND:**

The LCS building was completed and opened to the public back in 2004, and LYNX is now looking forward to celebrating its 20th anniversary by providing interior and exterior painting to this building. Specifically, the areas to be painted are the building exterior and the interior terminal area. The goal is that this project is completed by October 31, 2024.

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

A DBE participation goal is not applicable for this activity.

### **FISCAL IMPACT:**

The FY2024 Approved Operating Budget includes \$270,000 for the Painting of the Exterior Building and Interior Terminal Area at LYNX Central Station (LCS).

# LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. iv

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Lismar Matos Hernandez  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Issue a Solicitation for the Passenger Terminal Restroom Renovations at LYNX Central Station

**Date:** 02/15/2024

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## **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue a Solicitation for the Passenger Terminal Restroom Renovations at LYNX Central Station (LCS).

## **BACKGROUND:**

The LCS building was completed and opened to the public back in 2004, and LYNX is now looking forward to celebrating its 20th anniversary by providing Passenger Terminal restroom upgrades. Hence, a solicitation shall be issued for a Construction Vendor to execute the project.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

Funding for this project will come from savings or transfers from other budgeted line items.

# LYNX Finance & Audit Committee Agenda

## Consent Agenda Item #5.D. v

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Jeffrey Reine  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Grant an Easement to Duke Energy Florida, LLC Related to the Construction of the Pine Hills Transfer Center

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to grant an easement to Duke Energy Florida, LLC related to the Pine Hills Bus Transfer Center to allow for the installation and maintenance of utility equipment.

### **BACKGROUND:**

In 2020, the LYNX Board of Directors approved several agreements related to the Pine Hills Bus Transfer Center. In addition to those previously approved and executed agreements, Duke Energy has requested an easement on the property.

Construction for this project began at the end of October 2023. In order to accommodate permanent power to the site, Duke Energy has requested a 10-foot easement to allow for this to occur. The included easement will be 10 feet wide and allow for the ingress and egress of utility vehicles to place the requisite power pole and also allow for continued maintenance.

This board action will allow for delegation to LYNX legal staff to make any changes to the above easement necessary to protect the best interests of LYNX. The approval of the referenced easement is required by Duke to move forward with the construction process.

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

A DBE participation goal is not applicable for this activity.

# LYNX Finance & Audit Cmmittee Agenda

**FISCAL IMPACT:**

There is no fiscal impact associated with this activity.

Prepared by: Duke Energy Florida, LLC  
Return To: Duke Energy Florida, LLC  
Attn: Harley Sanwick  
2166 Palmetto St  
Mail Code: CW Eng  
Clearwater, Florida 33765

Parcel # 18-22-29-0169-00-021

2756 Belco Drive  
Orlando, FL 32808

## EASEMENT

State of Florida  
County of Orange

THIS EASEMENT (“**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 2024, from **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX**, a body public and corporate, created by Part II, Chapter 343, Florida Statutes (“**Grantor**”, whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described as Lot 2, ANDREWS HEIGHTS, as recorded in Plat book 2, Page 90, of the Public records of Orange County, Florida LESS the North 125.00 feet thereof AND Less Right Of Way on South (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

*For Grantee's Internal Use:*  
Work Order #: 52312535-20 | 50758462 D

Page 1 of 3

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

Witnesses:

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY d/b/a  
LYNX**  
a body public and corporate, created by Part II,  
Chapter 343, Florida Statutes

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
Tiffany Homler Hawkins, CEO

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grantor(s) Mailing Address:

\_\_\_\_\_  
(Witness #2)

\_\_\_\_\_  
455 N. Garland Avenue

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Orlando, Florida 32801

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, 2024, by Tiffany Homler Hawkins, as CEO of CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body public and corporate, created by Part II, Chapter 343, Florida Statutes, on behalf of the corporation who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public: \_\_\_\_\_

Printed/ Typed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

For Grantee's Internal Use:  
Work Order #: 52312535-20 | 50758462 D



# LYNX Finance & Audit Committee Agenda

## Action Item #6.A

**To:** LYNX Finance & Audit Committee

**From:** Michelle Daley  
Director Of Finance  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6014

**Item Name:** Authorization to Enter into the FY2024 Service Funding Agreement with Orange County for the Accelerated Transportation Safety Program

**Date:** 02/15/2024

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### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a funding agreement with Orange County for the Accelerated Safety Transportation Program for the provision of public transportation services and shelters in the amount of \$4,316,632.

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

### **BACKGROUND:**

On June 6, 2023, Orange County and LYNX staff presented an "Accelerated Transportation Safety Program" (ATSP) to the Board of County Commissioners to address much needed transportation projects using existing revenue sources. The County identified \$21 billion of transportation needs, far greater than the current funding can address.

Orange County Mayor Demings and the County commissioners sought opportunities to address transportation needs with the resources currently available to the County and tasked staff to develop a plan centered around safety and transit. The projects selected are from the Transportation Report with a short-term implementation period and encompass the Vision Zero Strategy. Each commission district in Orange County also helped to identify projects to meet their unique needs.

# LYNX Finance & Audit mmittee Agenda

LYNX has proposed an operational plan to enhance operational frequency and increase bus shelters within Orange County — all part of the Orange County Transit 20-year plan and the Transportation Initiative recommendations. The plan includes increases in frequency on major corridors throughout each district as well as 264 new shelters within the county. The estimated cost for these transit projects is \$45 million, or 45% of the proposed Orange County ATSP funding. LYNX will seek opportunities to leverage local funds with state, federal and other sources to help fund some of the investments for the transit capital improvements.

At the conclusion of the June 6th meeting, the Orange County Board of County Commissioners agreed to proceed with including the financial elements of the ATSP proposal in the FY2023-24 budget submittal. The proposal addresses top safety priorities for improving transportation and would be in addition to activities funded in the regular County 5-year Capital Improvement Program Budget. The goal is to have these transportation projects completed or underway within the 5-year time period.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2024 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX' fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

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

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The appropriate revenue and cost will be reflected in their respective fiscal years.

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**BUS SERVICE AGREEMENT  
24-C50**

by and between

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

and

**ORANGE COUNTY, FLORIDA**

relating to the providing enhanced bus service in Orange County, Florida under the Accelerated  
Transportation Safety Program (ATSP)

March 1, 2024

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## **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “**Agreement**”) made and entered as of this 1st day of March 2024 by and between:

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

and

**ORANGE COUNTY, FLORIDA** a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**ORANGE COUNTY**”) (hereinafter collectively referred to as “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**, ORANGE COUNTY has expressed a need for additional or new public transportation service and passenger amenities within the Orange County Service Area as defined by the Orange County Accelerated Transportation Safety Program (“Service Area”) and attached hereto as Exhibit “A”; 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 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 cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2024, will be based on an estimated hourly rate of \$103.69 per hour. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

**County** Shall have the meaning set forth in the preamble to this Agreement.

**FDOT** Shall mean the Florida Department of Transportation.

**FTA** Shall mean the Federal Transit Administration.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- b. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- c. The changing transportation needs of ORANGE COUNTY 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.

3. **TERM.** This Agreement shall be effective as of March 1, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2024 (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<sup>th</sup> fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, ORANGE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by ORANGE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and

ORANGE COUNTY 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 ORANGE COUNTY or LYNX right to remedies at law or to damages.

5. **BUS SERVICE AND PASSENGER AMENITIES.**

a. **Bus Service** - Attached hereto as **Exhibit "A"** is a description of the service changes for April 2024 and August 2024 service changes. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated service hours to be delivered. During the term of this Agreement, LYNX, after discussion with ORANGE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with ORANGE COUNTY, could move that Bus Stop to a safer location.

b. **Amenities** - Bus Shelters and Amenities will also be provided as part of this agreement. The Accelerated Transportation Safety Program for the five (5) year period will install approximately 264 new bus shelters. Of the 264 new shelters approximately 150 shelters will be funded through the ORANGE COUNTY Accelerated Transportation Safety Program. The remaining shelters will be funded using Federal funds.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ORANGE COUNTY paying to LYNX the Cost of Bus Service as described in Exhibit "B," attached hereto and incorporated herein. In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to ORANGE COUNTY at the following address:

ORANGE COUNTY  
c/o Brian Sanders, Interim Transportation Planning Manager  
Brian.Sanders@ocfl.net  
4200 S John Young Parkway  
Orlando, FL 32839

b. 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.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained

by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of ORANGE COUNTY under this Agreement.

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

- a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.
- b. LYNX shall have the right in its reasonable discretion as to what buses and the type of 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."

9. **BOND.** ORANGE COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the ORANGE COUNTY under this Agreement.

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

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

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

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

LYNX: Leonard Antmann, Chief Financial Officer  
455 North Garland Avenue

Orlando, Florida 32801

Copy to: Tiffany Homler Hawkins, Chief Executive Officer  
455 North Garland Avenue  
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel  
455 North Garland Avenue  
Orlando, Florida 32801-1518

FUNDING PARTNER: Byron W. Brooks, AICP, County Administrator  
P. O. Box 1393  
Orlando, FL 32802-1393

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

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

15. **MISCELLANEOUS CLAUSES.**

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

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

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, regarding 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 ORANGE COUNTY to LYNX are net and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

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

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

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of the Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of the Bus Service. This will generally require a minimum of one hundred twenty (120) days 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 ORANGE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such a 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 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, ORANGE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it is based upon the amount LYNX receives from ORANGE COUNTY. Thus, for example, if ORANGE COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within 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.”**

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.

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

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

(1) Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX’s Chief Executive Officer and the approval of the ORANGE COUNTY, Board of County Commissioners.

(2) Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and the ORANGE COUNTY, Board of County Commissioners.

**[Signatures appear on following page]**

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

**ORANGE COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Jerry L. Demings, Orange County Mayor

**ATTEST:**

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

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

Deputy Clerk

\_\_\_\_\_  
Print Name

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

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

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

Tiffany Homler Hawkins  
Chief Executive Officer

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

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

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

Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

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

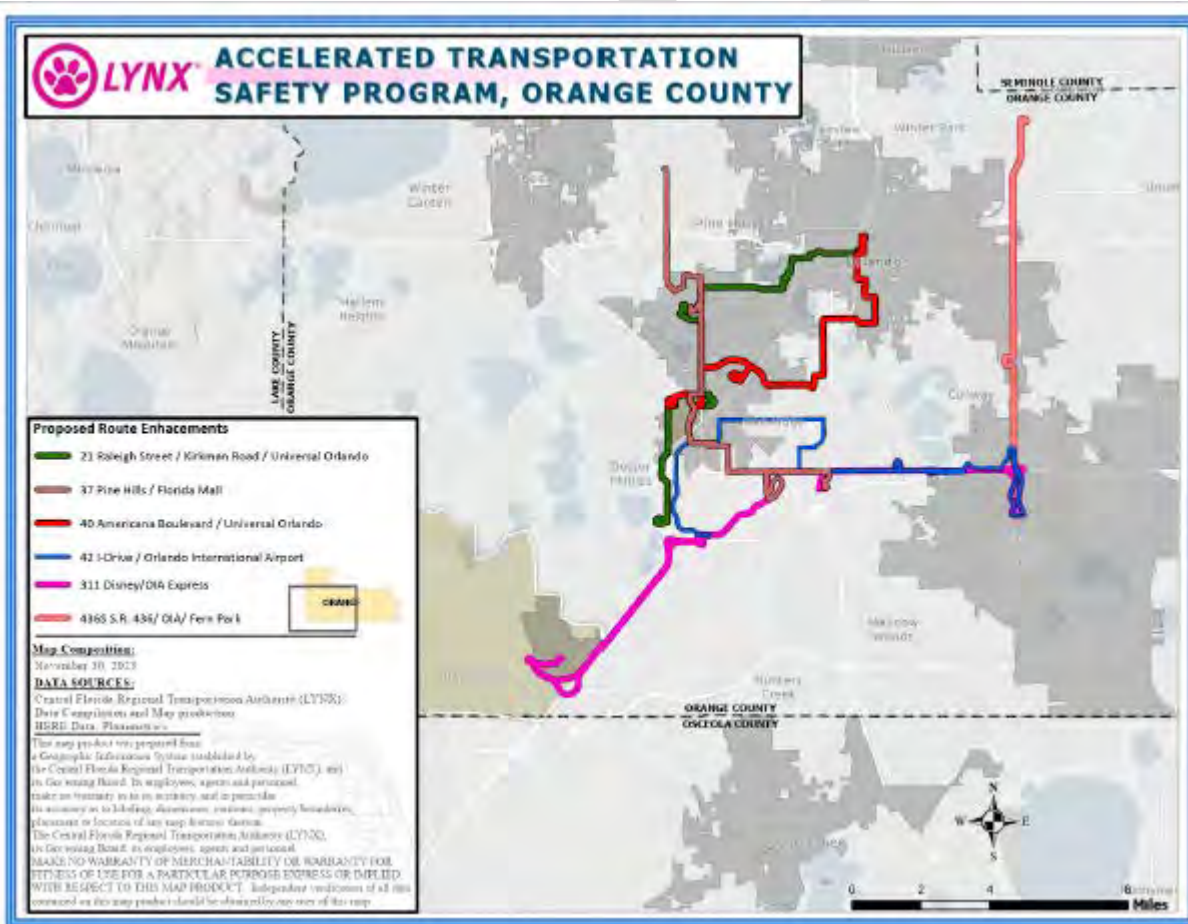
# EXHIBIT "A"

## Description and Schedule of Bus Route(s)

This Agreement is for an increase in LYNX bus service in the area defined as ORANGE COUNTY (FUNDING PARTNER).

With the April 2024 service change, LYNX will add additional service on Sunday to improve the frequency on the Link 21, Link 37, Link 42, and Link 436S. Additionally, a new route Link 311 will be added, providing daily service and will replace the current Link 111.

With the August 2024 service change, LYNX will add additional service on weekdays to improve the frequency on Link 37 and Link 40.



**EXHIBIT "B"**

**Cost of Bus Service  
March 1, 2024 through September 30, 2024**

	<b><u>Hours</u></b>	<b><u>Cost of Service</u></b>
<b><u>Services that will start April 21, 2024</u></b>		
Link 21	1,226	\$127,131
Link 37	864	89,588
Link 42	1,615	167,474
Link 436S	892	92,472
Link 111/311 (new route)	6,518	675,851
<b><u>Services that will start August 25, 2024</u></b>		
Link 37	516	53,530
Link 40	1,067	<u>110,585</u>
Total of New Services in FY2024		\$1,316,631
Capital Contribution for Shelters		<u>3,000,000</u>
<b>Total Services</b>		<b><u>\$4,316,632</u></b>

**FY2024 Billing Schedule**

	<b>Operating</b>	<b>Capital</b>	<b>Total</b>
<b>March 2024</b>	\$ 658,316	\$1,500,000	<b>\$2,158,316</b>
<b>June 2024</b>	658,316	1,500,000	<b>2,158,316</b>
<b>TOTAL</b>	<b>\$1,316,632</b>	<b>\$3,000,000</b>	<b>\$4,316,632</b>

# LYNX Finance & Audit Committee Agenda

## Action Item #6.B

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Election of the 2024 Finance and Audit Committee Officers

**Date:** 02/15/2024

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Per Administrative Rule 2.12.2, E, the Finance and Audit Committee shall annually elect from its members a Chairperson and Vice Chairperson.

General Counsel will guide the Finance and Audit Committee in the election of officers for the upcoming year.

# LYNX Finance & Audit Committee Agenda

## Discussion Item #7.A

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** FY2023 Preliminary Reserve Analysis

**Date:** 02/15/2024

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LYNX staff will present the FY2023 Preliminary Reserve Analysis.

# LYNX Finance & Audit Committee Agenda

## Discussion Item #7.B

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** FY2024 1st Quarter Results

**Date:** 02/15/2024

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LYNX staff will present the FY2024 1<sup>st</sup> Quarter results.



# LYNX Finance & Audit Committee Agenda

## Discussion Item #7.C

**To:** LYNX Finance & Audit Committee

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** FY2025 Budget Assumptions

**Date:** 02/15/2024

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LYNX staff will present the FY2025 Budget Assumptions.