

LYNX Oversight Committee Agenda

Meeting Date: 02/27/2025
Meeting Time: 11:00 AM

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

-  Oversight Committee Minutes 1.23.25 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)

-  Authorization to Release a Request for Proposal (RFP) for Paratransit Functional Assessment and Travel Training Services Pg 7
-  Authorization to Release a Request for Proposal (RFP) for NeighborLink On-Demand Mode of Services Pg 9






B. Award Contracts

-  Authorization to Negotiate and Award Contract 25-C079 to Enterprise Leasing Company of Orlando, LLC for Vanpool Management Services and Increase Vehicle Fares Pg 11

C. Extension of Contracts


-  Authorization to Exercise the First Option Year of Contract 22-C39 with DesignLab, LLC for Bus Operators, Transportation and Maintenance Supervisors Uniforms Pg 13

D. Miscellaneous

-  Authorization to Auction Surplus Capital Items Pg 15
-  Authorization to Enter into a Cooperative Purchase Agreement with LoansAtWork, Inc., Formerly Known as BMG Money, Inc., for Employee Voluntary Payroll Deduction Loan Services Pg 21
-  Authorization to Ratify a Contract with Akerman, LLP for Pension Legal Services for a Not to Exceed Amount of \$50,000 Pg 23
-  Authorization to Execute a Contract for Labor/Employment Legal Services to GrayRobinson, P.A. for a Not to Exceed Amount of \$600,000 for the Initial Three-Year Term Pg 24
-  Approval of the LYNX Funding Model Policy Pg 25

-Attachments 

7. Action Agenda

- A.  Authorization to Execute and Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2026 Block Grant Funding and Adoption of Resolution 25-002 Pg 32
-Attachments 
- B.  Authorization to Implement April 20, 2025 Service Changes Pg 36
- C.  Authorization to Approve the Shingle Creek Transit and Utility Community Development District Bus Service Agreement for FY2025 in an Amount of \$247,949 Pg 39
-Attachments 
- D.  Authorization to Amend the Orange County Accelerated Transportation Safety Program (ATSP) Bus Service Agreement for FY2025 Pg 56
-Attachments 
- E.  Election of the 2025 Oversight Committee Officers Pg 64

8. Discussion

- A.  FY2024 Preliminary Operating Results Pg 65
- B.  FY2025 1st Quarter Results Pg 66
- C.  FY2026 Budget Assumptions Pg 67

9. Other Business

10. 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: **January 23, 2025**

TIME: **11:00 a.m.**

Members in Attendance:

Viviana Janer, Chair, Commissioner,
Osceola County BoCC
Brian Sanders, Orange County
Tanya Wilder, City of Orlando
John Tyler, Florida Department of
Transportation – District 5, Secretary
Kristian Swenson, Seminole County

Staff Members in Attendance:

Tiffany Homler-Hawkins, Chief Executive Officer
Leonard Antmann, Chief Financial Officer
David Burrowes, Chief Operations Officer
James Boyle, Interim Chief Planning & Development Officer

1. Call to Order

Chair Janer called the meeting to order at 11:00 a.m.

2. Approval of Minutes

A motion to approve the December 12, 2024, Oversight Committee meeting minutes was made by Secretary Tyler and seconded by Tanya Wilder. Motion passed unanimously.

3. Public Comments

No one requested to address the Committee.

4. Chief Executive Officer's Report

Tiffany Homler Hawkins, Chief Executive Officer, highlighted CY2024 ridership by stating that LYNX had almost twenty million trips across all modes of service. January 2025 ridership is fifteen percent higher than ridership from January 2024. Riders are coming back. Fixed-route ridership was at a new high of 67,154 riders on January 15.

LYNX will be working with the three Counties Emergency Management teams as warming centers and cold weather shelters are opened. Chair Janer expressed her appreciation for LYNX always being ready to assist residents with rides to the shelters.

5. Finance & Audit Committee Report

Leslie Felix, Osceola representative of the Finance & Audit Committee, was recognized. Ms. Felix reported that the Finance & Audit Committee met on Thursday, January 16, 2025.

The Committee received a report from the CFO on the increase in ridership, the general fare update was completed and there is an app that allows fixed-route riders to tap and pay. There is a four-to-six-week delay for the Pine Hills Transfer Center, due to the weather. FY2024 audit is on schedule.

All Consent Agenda items, and Action items were approved to move forward to the Oversight Committee.

The Committee received a presentation on the Investment Policy, FY2024 Operating results, and the FY2026 Budget Assumptions.

6. Committee Consent Agenda Items

Chair Janer asked if there were any changes to the Consent Agenda before there is a motion to approve consent agenda items 6.A.i. through 6.B.ii. Ms. Homler Hawkins stated that she recommends the entire Consent Agenda for approval.

A. Award Contracts

- i. Authorization to Negotiate and Award a Contract to Magnetic Ticket & Label Corporation for Printing of Fare Media for a Not to Exceed Amount of \$210,381
- ii. Authorization to Negotiate and Award a Contract to ELERTS Corporation for a Transit Safety and Security Mobile Application for a Not to Exceed Amount of \$124,950

B. Miscellaneous

- i. Authorization to Enter into Sub-Recipient Agreements and Award Funds Under Section 5310 to Selected Human Services Agencies
- ii. Authorization to Negotiate a Contract with WSP USA, Inc. for Professional Engineering Services for the I-Drive Transit Project National Environmental Policy Act (NEPA), Preliminary Engineering and Federal Transit Administration (FTA) Small Starts Project Development

Secretary Tyler made a motion to approve Consent Agenda items 6.A.i. through 6.B.ii. Second by Kristian Swenson. Motion passed unanimously.

7. Action Items

- A. Authorization to Execute a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) and Adoption of Resolution 25-001

Chair Janer recognized Tiffany Homler Hawkins. Ms. Homler Hawkins stated that this is a Grant submittal to Florida Department of Transportation (FDOT) for additional 5339 funds and is on the Action Agenda to allow the representative from FDOT to abstain from voting.

Secretary Tyler stated that he will abstain from this item as the agreement will come before FDOT for approval.

Brian Sanders made a motion for Authorization to Execute a Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) and Adoption of Resolution 25-001. Second by Kristian Swenson. Motion passed unanimously with Secretary Tyler abstaining.

- B. Approval of the Updated LYNX Reserve Policy

Chair Janer recognized Tiffany Homler Hawkins to make the presentation. Ms. Homler Hawkins stated that the Reserve Policy had minor changes to include reserves for catastrophic medical claims, and this balance will be reviewed annually by the Finance Committee.

Fuel stabilization reserves have not been used in several years and will be brought back to the Board if it needs to be re-added. Compensated absences is accounted for in a different part of the budget and will be removed from the reserves. A clause was added to the Policy for the Finance Committee to review this policy every five years.

Secretary Tyler made a motion for Approval of the Updated LYNX Reserve Policy. Second by Tanya Wilder. Motion passed unanimously.

8. Discussion Items

- A. Funding Model Policy

Ms. Homler Hawkins continued with this item. The Funding Model was adopted in January 2013, by the LYNX Board of Directors as an action item and is now being codified as an official policy. Definitions have been added to the Policy, and a presentation was made that detailed the calculation of net expenses and the allocation of non-operating revenues.

This Policy will be added as an exhibit to each of the Funding Partner agreements, once the Policy is approved by the Board.

Pat Christiansen stated that a lot of time was spent on the objectives of the Policy to make the Funding Model easier for the Funding Partners to understand.

Commissioner Janer asked that if this Funding Model was applied to this year, would those numbers change or stay the same. Mr. Antmann stated that the numbers would not change, because the Model is very consistent.

Ms. Homler Hawkins stated that this Policy will be brought back to the Oversight Committee next month for official adoption.

9. Other Business

No other business was discussed.

10. Adjourned

Meeting adjourned at 11:15 a.m.

Certification of Minutes:

I certify that the foregoing minutes of the January 23, 2025, 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: **Norman Hickling**
Director Of Mobility Services
Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: **Authorization to Release a Request for Proposal (RFP) for Paratransit Functional Assessment and Travel Training Services**

Date: 02/27/2025

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 Paratransit Functional Assessment and Travel Training Services.

BACKGROUND:

LYNX utilizes Functional Assessments to support current and future paratransit customers in determining their need for paratransit services. The functional assessment also provides objective information regarding the applicant's ability to access and be better suited for other mobility options, such as our fixed route and/or NeighborLink On-Demand services. Functional Assessments are a critical part of the paratransit eligibility process.

A strong Travel Training program allows LYNX to support those individuals' denied eligibility for paratransit services and members of the community that request it, training in transportation options that are available to them through LYNX various public modes of service. This includes both fixed route and NeighborLink on-demand services. Thus, ensuring all our customers are provided information best suited to their transit needs.

On September 24, 2020, the Board of Directors approved the award of Contract 20-C72 to ADARide.com, LLC to perform functional assessments and travel training services. The contract was executed for a total of five years; beginning December 1, 2020, to December 1, 2023, with

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two (2) one (1) year renewal options; resulting in final contract expiration date of November 30, 2025.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

LYNX staff included \$300,000 in the Approved FY2025 Operating Budget for functional assessment and travel training. This amount is based on FY2023/24 increased eligibility and trip demand. This is not grant funded.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.A. ii

To: LYNX Oversight Committee

From: Norman Hickling
Director Of Mobility Services
Norman Hickling
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Release a Request for Proposal (RFP) for NeighborLink On-Demand Mode of Services

Date: 02/27/2025

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 NeighborLink On-Demand transit services.

BACKGROUND:

NeighborLink service was initiated back in 2007 to replace fixed-route service where ridership was low but still warranted efficient public transit service. The service has grown to 11 routes in various communities within the LYNX three-county service area.

Beginning January 7, 2010, the Board of Directors awarded Contract 10-C21, to MV Transportation to provide this type of demand service branded as NeighborLink. MV Transportation continued to provide contracted service operating under contract 18-C03, executed December 1, 2017, and had been modified to expire May 31, 2023.

On January 26, 2023, the Board of Directors authorized the transition of NeighborLink to a 100% internal LYNX Operation. The transition took place in coordination with the April 23, 2023, service change.

Many benefits resulted from the transition of NeighborLink service into a 100% internal LYNX operation, especially in the recruitment and training of LYNX operators for potential fixed-route operations.

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However, to address changing mobility needs and to mitigate rising operational expenses, LYNX seeks to contract out the NeighborLink services from a 100% internal LYNX operation to a fully turn-key externally contracted transportation service. This will yield efficiencies for the agency and a more adaptable service through vehicle, technology, routing and schedule changes.

The Scope of Work for the RFP has been developed by a cross-functional internal working group which included: Mobility Services, Operations, Planning, Information Technology, Safety and Security, Finance, Procurement, etc., to ensure best practices and program goals, among other information, have been considered and incorporated.

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 (Race Neutral).

FISCAL IMPACT:

The FY2025 Approved Operating Budget includes a total budgeted cost of \$4,094,985 for NeighborLink.

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Consent Agenda Item #6.B. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6206

Item Name: **Authorization to Negotiate and Award Contract 25-C079 to Enterprise Leasing Company of Orlando, LLC for Vanpool Management Services and Increase Vehicle Fares**

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract 25-C079 to Enterprise Leasing Company of Orlando LLC dba Commute with Enterprise for Vanpool management services for three (3) years with the option to extend two (2) one (1) year periods and to increase the vehicle rate.

BACKGROUND:

At the May 23, 2024, Board of Directors meeting, staff received authorization to release RFP 24-R13. The LYNX Vanpool program was developed more than 30 years ago to provide additional commuter options for the Central Florida community to get to work. The Vanpool program offers individuals who live and work in the same area a reliable and affordable rideshare transportation option. LYNX is the program administrator while the services are managed day to day by our contractor.

The Vanpool program consists of rideshare matching process, assisting employers with the implementation of commuter programs and formation of Vanpool groups as well as maintaining ridership and Vanpool participation. The contract includes fleet maintenance and insurance coverage. To date, in our Vanpool program, we have one hundred and nineteen (119) vans. The program remains popular and has good growth potential.

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The RFP was released August 21, 2024. Enterprise Leasing Company of Orlando, LLC was the only responder to the RFP.

Additionally, we are proposing new vehicle rates to cover increased expenses. The vehicle rate has not increased in more than 18 years. This increase is anticipated to cover yearly expenses with an annual gradual adjustment on the contract anniversary date through the second option year. The first increase would be a 45-day customer notice from the new contract effective date per the Enterprise Vanpool Coordinator Agreement.

Vehicle Service Type	Seats Available in Vehicle	Current Vehicle Rate	Proposed Vehicle Rate Year 1	Proposed Vehicle Rate Year 2	Proposed Vehicle Rate Year 3	Proposed Vehicle Rate Year 4	Proposed Vehicle Rate Year 5
Agency (Insurance)	7-15	\$690	\$870	\$887	\$905	\$923	\$941
Agency (Self Insured)	10-15	\$525	\$655	\$668	\$681	\$695	\$709
Commuter	7	\$490	\$680	\$694	\$708	\$722	\$736
Commuter	10	\$510	\$695	\$709	\$723	\$737	\$752
Commuter	12	\$540	\$710	\$724	\$738	\$753	\$768
Commuter	15	\$560	\$720	\$734	\$749	\$764	\$779

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 (Race Neutral).

FISCAL IMPACT:

The FY2025 Approved Operating Budget includes \$360,000 for anticipated Vanpool management service expenses.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.C. i

To: LYNX Oversight Committee

From: Reinaldo Quinones
Director Of Transportation
Reinaldo Quinones
Technical Contact

Phone: 407.841.2279 ext: 6223

Item Name: Authorization to Exercise the First Option Year of Contract 22-C39 with DesignLab, LLC for Bus Operators, Transportation and Maintenance Supervisors Uniforms

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of Contract 22-C39 with DesignLab, LLC for Bus Operators, Transportation and Maintenance Supervisors Uniforms with no increase to the not to exceed amount.

BACKGROUND:

On January 27, 2022, the LYNX Board of Directors approved a three (3) year contract with DesignLab, LLC for Bus Operators, Transportation and Maintenance Supervisors Uniforms. Per the union contracts, bus operators receive a yearly uniform allowance to be used for the purchase of shirts, pants, jackets, caps and other authorized items from the authorized supplier. Staff currently has a Request for Proposal advertised for these services and wants to ensure that there is an available vendor to supply these services to our employees until a new contract is executed.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

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FISCAL IMPACT:

The FY2025 Approved Operating Budget included \$266,718 for bus operators and transportation supervisors' uniforms.

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Consent Agenda Item #6.D. i

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Auction Surplus Capital Items

Date: 02/27/2025

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 March 2025. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A: Some assets may still have some residual book value, however the asset are inoperable and or unrepairable. Assets with book value of \$5,000 or less will not have any due to FTA values.

Revenue Vehicles:

Revenue Vehicles with a total net book value of \$566.

- There are 45 Revenue Vehicles that have reached the end of their useful life and exceeding the FTA mileage requirement.

Other Vehicles:

Other Vehicles with a total net book value of \$0.

- There are 7 Vehicle that have reached the end of their useful life and exceeding the FTA mileage requirement.

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Surplus Equipment:

Surplus equipment with a total net book value of \$323

Categorical Totals

Category	Acquisition Value	Net Book Value
Revenue Vehicles	\$14,149,219	\$566
Other Vehicles	\$207,794	\$0
Surplus Equipment	\$342,671	\$323
GRAND TOTAL	\$14,699,683	\$889

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$889. Given that the assets are inoperable and/or unrepairable, and that their book value is less than \$5,000, there is no FTA obligation.

Vehicle Listing

Revenue Vehicles

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquired Value*	NBV*
20669	224250	02/28/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20672	224248	02/28/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20706	224283	03/15/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20713	224298	03/15/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20812	224286	05/31/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20814	224294	05/31/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20816	224297	05/31/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
20817	224299	05/31/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21037	258415	08/15/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21038	258416	08/15/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21039	258417	08/15/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21073	258426	09/29/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21074	285430	09/29/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21118	258423	09/30/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21120	258428	09/30/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21131	258436	10/17/2018	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
21162	258412	01/31/2019	RV	2018 Dodge Caravan SXT Wheelchair	4	\$50,122	\$0
11071	706	09/30/2006	RV	35' LF BRT- G29B102N4 Gillig Bus	9	\$288,661	\$0

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11072	706A	09/30/2006	RV	Engine, Gillig Bus	5	\$21,727	\$0
11073	706B	09/30/2006	RV	Transmission, Gillig Bus	5	\$7,129	\$0
11448	714	06/30/2007	RV	35' LF BRT- G29B102N4 Gillig Bus	9	\$294,837	\$0
11505	714A	06/30/2007	RV	Cummins ISL 8.3L 280HP Engine	5	\$19,636	\$0
11506	714B	06/30/2007	RV	Voith DIWA 864.3E SSP Trans	5	\$17,247	\$0
13141	15-309	08/07/2009	RV	35' LF BRT- G27B102N4 Gillig Bus	10	\$324,165	\$0
13142	15-309A	08/07/2009	RV	Cummins ISL 8.9L 280HP Engine	5	\$20,024	\$0
13143	15-309B	08/07/2009	RV	ZF 594C Automatic Trans	5	\$18,073	\$0
13162	23-309	08/14/2009	RV	35' LF BRT- G27B102N4 Gillig Bus	9	\$323,646	\$0
13163	23-309A	08/14/2009	RV	Cummins ISL 8.9L 280HP Engine	5	\$20,024	\$0
13164	23-309B	08/14/2009	RV	ZF 594C Automatic Trans	5	\$18,073	\$0
13165	19-309	08/11/2009	RV	35' LF BRT- G27B102N4 Gillig Bus	9	\$323,646	\$0
13166	19-309A	08/11/2009	RV	Cummins ISL 8.9L 280HP Engine	5	\$20,024	\$0
13167	19-309B	08/11/2009	RV	ZF 594C Automatic Trans	5	\$18,073	\$0
13427	32-310	09/14/2010	RV	35' LF BRT Hybrid G30B102N4	9	\$570,928	\$0
13430	35-310	09/14/2010	RV	35' LF BRT Hybrid G30B102N4	9	\$570,928	\$0
13569	37-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13570	38-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13572	40-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13573	41-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13575	43-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13577	45-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13578	46-410	11/19/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13602	47-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13603	48-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13605	50-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13606	51-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13607	52-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13609	54-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
13610	55-410	12/17/2010	RV	40' LF BRT G27D102N4	9	\$383,514	\$0
16334	126-413	08/22/2013	RV	Gillig BRT Low Floor Bus	9	\$417,909	\$0
16425	130-613	08/23/2013	RV	NOVA Articulated Hybrid Bus	9	\$917,575	\$0
16426	131-613	08/05/2013	RV	NOVA Articulated Hybrid Bus	9	\$917,575	\$566
16771	132-613	09/30/2013	RV	NOVA Articulated Hybrid Bus	9	\$917,575	\$0
17079	145-414	02/28/2014	RV	Gillig Low Hybrid Bus	9	\$626,824	\$0
17080	146-414	02/28/2014	RV	Gillig Low Floor Hybrid Bus	9	\$626,824	\$0
17081	147-414	02/28/2014	RV	Gillig Low Floor Hybrid Bus	9	\$626,824	\$0
Totals						\$14,149,219	\$566

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Other Vehicles

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquired Value*	NBV*
16894	38153	12/31/2013	OV	2014 Ford E-350 10-passanger	4	\$29,968	\$0
16913	38881	12/31/2013	OV	2014 Chevy Traverse 7-passanger	4	\$27,369	\$0
17270	38770	03/31/2014	OV	2014 Ford E-350 Ext 15-passanger	4	\$30,496	\$0
17275	38776	03/31/2014	OV	2014 Ford E350 EXT	4	\$33,468	\$0
17279	38780	03/31/2014	OV	2014 Ford E350 EXT	4	\$33,468	\$0
17282	39656	03/31/2014	OV	2014 Ford E-350 15-passanger	4	\$25,456	\$0
19707	48396	11/10/2016	OV	2017 Ford Transit 15-passanger	4	\$27,570	\$0
Totals						\$207,794	\$0

Surplus Equipment

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquired Value*	NBV*
4126	2491	11/06/1997	FE	Decelerometer	3	\$1,806	\$0
4174	2403	04/02/1998	FE	File, Vert, 4-DR, Grey	5	\$398	\$0
4242	1850	06/18/1998	FE	Summit Vacuum Tank	3	\$756	\$0
5988	2749	03/15/2001	FE	APC Base Station Radio Module	5	\$3,500	\$0
6122	2894	08/23/2001	FE	File Cabinet-4Drawer Lateral 36"W	5	\$313	\$0
6339	3055	01/10/2002	FE	Edit Recorder-Mini DV	5	\$2,795	\$0
7474	3871	09/29/2003	FE	Torque Tester	5	\$1,640	\$0
8199	3976	08/19/2004	FE	Rack Console	5	\$1,649	\$0
9193	4994	07/20/2005	FE	Mobile Lift System, Steril-Koni 1072	5	\$6,250	\$0
9196	4997	07/20/2005	FE	Mobile Lift System, Steril-Koni 1072	5	\$6,250	\$0
9984	7293	05/31/2006	FE	Mobile Lift System, Sterlin-Koni 1072	5	\$6,250	\$0
12208	8052	10/31/2007	FE	Testman Diagnostic System	5	\$1,549	\$0
12209	8055	10/31/2007	FE	Serial Link Adapter KIT	5	\$449	\$0
12877	9129	10/13/2008	FE	Mail Boxes for Operators and Transportation	5	\$29,875	\$0
12963	9147	03/28/2009	FE	Mail Boxes for Transportation and Bus Operators	10	\$11,791	\$0
13072	9222	08/28/2009	FE	Sandia Carpet Cleaner	5	\$2,300	\$0
13790	9696	05/24/2011	FE	Wireless Vehicle Link WV12	5	\$890	\$0
14821	8286	04/29/2012	FE	Seon Trooper TL4 - Video System Upgrade	5	\$5,356	\$0
15443	10752	02/13/2013	FE	Seon System	5	\$5,646	\$0
15444	10753	02/13/2013	FE	Seon System	5	\$5,646	\$0
16237	7556	04/17/2013	CE	BBX Unit Supervisor / Non Revenue Unit	5	\$1,049	\$0
16243	7023	04/17/2013	CE	BBX Unit Supervisor / Non Revenue Unit	5	\$1,049	\$0
16246	7033	04/17/2013	CE	BBX Unit Supervisor / Non Revenue Unit	5	\$1,049	\$0
16256	7035	04/17/2013	CE	BBX Unit Supervisor / Non Revenue Unit	5	\$1,049	\$0
16946	11858	11/30/2013	CE	Infocus Mondopad	5	\$5,694	\$0
16961	11724	11/30/2013	FE	Dell 9020 Computer	5	\$1,610	\$0
17198	11854	02/28/2014	CE	55 Inch Mondo Pad Computer Display	5	\$5,630	\$0
17200	11856	02/28/2014	CE	55 Inch Mondo Pad Computer Display	5	\$5,630	\$0
17201	11857	02/28/2014	CE	55 Inch Mondo Pad Computer Display	5	\$5,630	\$0
17313	11995	03/31/2014	CE	Dell Optiplex 23" AIO	5	\$2,101	\$0
17340	12058	03/31/2014	CE	Havis Docking Station	5	\$1,169	\$0
17495	12269	05/31/2014	FE	AVAYA 9611 IP Telephone	5	\$330	\$0

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17533	12307	05/31/2014	FE	AVAYA 9611 IP Telephone	5	\$330	\$0
17939	12641	09/29/2014	FE	EDIC Galaxy Upholding Cleaning Machine	5	\$2,257	\$0
18503	12931	03/17/2015	FE	Dell Computer 9020-Trainng	5	\$1,398	\$0
18616	13059	07/31/2015	FE	34" Dell Monitor	5	\$1,240	\$0
18704	13173	09/16/2015	FE	Engine Diagnostic Tool	7	\$705	\$0
18859	13398	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18860	13399	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18861	13400	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18863	13389	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18864	13387	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18868	13391	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18870	13393	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18872	13382	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18873	13381	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18874	13380	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18875	13385	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18876	13383	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18877	13386	10/28/2015	FE	Dell Optiplex 9020	5	\$1,734	\$0
18880	13207	10/05/2015	FE	Dell R730XD	5	\$48,556	\$0
19193	13708	01/14/2016	FE	Dell Optiplex 9020M	5	\$1,450	\$0
19194	13709	01/14/2016	FE	Dell Optiplex 9020M	5	\$1,450	\$0
19195	13710	01/14/2016	FE	Dell Optiplex 9020M	5	\$1,450	\$0
19196	13711	01/14/2016	FE	Dell Optiplex 9020M	5	\$1,450	\$0
19203	13056	01/14/2016	FE	Dell Optiplex 9020	5	\$1,514	\$0
19205	13058	01/14/2016	FE	Dell Optiplex 9020	5	\$1,514	\$0
19209	13547	01/14/2016	FE	Dell Optiplex 9020	5	\$1,514	\$0
19211	13549	01/14/2016	FE	Dell Optiplex 9020	5	\$1,514	\$0
19214	13729	01/14/2016	FE	Cisco Firepower 7115	5	\$22,797	\$0
19330	13961	04/27/2016	FE	Dell 7040 Computer	5	\$1,589	\$0
19332	13963	04/30/2016	FE	Dell Optiplex 7040M	5	\$1,375	\$0
19345	13940	04/30/2016	FE	APC 1500 UPC	5	\$358	\$0
19346	13941	04/30/2016	FE	APC 1500 UPC	5	\$358	\$0
19764	14578	12/19/2016	FE	Dell 32inch Monitor	5	\$1,377	\$0
19772	14586	12/19/2016	FE	Dell 32inch Monitor	5	\$1,377	\$0
19773	14587	12/19/2016	FE	Dell 32inch Monitor	5	\$1,377	\$0
19774	14589	12/19/2016	FE	Dell 32inch Monitor	5	\$1,377	\$0
19793	13982	12/20/2016	FE	Dell 7040 Computer	5	\$1,474	\$0
19795	13984	12/20/2016	FE	Dell 7040 Computer	5	\$1,474	\$0
19797	13986	12/20/2016	FE	Dell 7040 Computer	5	\$1,474	\$0
19800	13989	12/20/2016	FE	Dell 7040 Computer	5	\$1,474	\$0
19801	13990	12/20/2016	FE	Dell 7040 Computer	5	\$1,474	\$0

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20023	14803	02/08/2017	FE	Dell 7040 Computer	5	\$1,576	\$0	
20077	14848	03/04/2017	FE	Dell 7040 Computer	5	\$1,576	\$0	
20085	14856	03/04/2017	FE	Dell 7040 Computer	5	\$1,576	\$0	
20086	14857	03/04/2017	FE	Dell 7040 Computer	5	\$1,576	\$0	
20087	14858	03/04/2017	FE	Dell 7040 Computer	5	\$1,576	\$0	
20093	14864	03/04/2017	FE	Dell 7040 Computer	5	\$1,576	\$0	
20565	14523	09/01/2017	FE	WIFI Bus Router USB	5	\$317	\$0	
20636	15181	10/05/2017	FE	Monitor LOC Dispatch 32	5	\$2,202	\$0	
20637	15182	10/05/2017	FE	Monitor LOC Dispatch 55	5	\$1,405	\$0	
20638	15183	10/05/2017	FE	Monitor LOC Dispatch 55	5	\$1,405	\$0	
20717	14815	04/25/2018	FE	Dell 7050 Desktop Computer	3	\$1,661	\$0	
21347	15917	06/30/2019	FE	Mentor Ranger System AVL	5	\$12,000	\$0	
21372	15922	06/30/2019	FE	Mentor Ranger System AVL	5	\$12,000	\$0	
21612	15780	07/01/2019	FE	TBO Audio Annun - Clever Conver	5	\$3,888	\$0	
21800	16032	09/27/2019	FE	Bus Diagnostic Adapter	5	\$900	\$0	
21803	16029	09/27/2019	FE	Bus Diagnostic Adapter	5	\$900	\$0	
23648	16467	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23669	16488	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23722	16598	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23736	16650	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23741	16655	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23744	16658	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23757	16673	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23762	16678	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
23784	16706	12/31/2020	FE	Ranger 4 Units Fixed Route	3	\$4,325	\$0	
24805	19253	01/10/2022	FE	NEXIQ USB Link 2-Bluetooth Edition	3	\$750	\$0	
24806	19254	01/10/2022	FE	NEXIQ USB Link 2-Bluetooth Edition	3	\$750	\$0	
26183	21183	05/15/2023	FE	Monitor; Dell UltraSharp 32 4K USB-C Hub	3	\$775	\$323	
						Totals	\$342,671	\$323

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. ii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Enter into a Cooperative Purchase Agreement with LoansAtWork, Inc., Formerly Known as BMG Money, Inc., for Employee Voluntary Payroll Deduction Loan Services

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into a Cooperative Purchase Agreement with LoansAtWork, Inc. (formerly known as BMG Money, Inc.) for Employee Voluntary Payroll Deduction Loan Program Services.

BACKGROUND:

At the December 12, 2024 Board of Director's meeting, the Board approved the authorization to enter into a Cooperative Purchase Agreement with BMG Money, Inc. for Employee Voluntary Payroll Deduction Loan Program Services. Subsequent to the Board approving this item, LYNX was notified that BMG Money, Inc. and BMG LoansAtWork, LLC merged into LoansAtWork, Inc. The contractor confirmed in writing that there is no change to management, product or services being provided. This requested action is to formally acknowledge the name change.

As an employer, LYNX provides an array of benefit plans and programs to its employees. LYNX previously piggybacked on the City of Sanford's Contract with BMG Money, Inc. to provide and administer a voluntary loan program to assist employees who may be living paycheck to paycheck and who may not have access to cash, loans or other traditional credit options. These voluntary loans assist employees who may have experienced unexpected emergency expenses, increased health care costs or need funding for major household items.

LYNX Oversight Committee Agenda

Employees must be active full-time or part-time employees who have been employed by LYNX for a continuous one-year time period. Participating employees will make loan payments via automated payroll deductions.

There is no cost to LYNX to administer this employee voluntary loan program. LYNX does not pay any fees, contributions, assessments, premiums or charges of any kind whatsoever. LYNX is reimbursed for its administrative costs associated with this program.

Some of the voluntary loan program terms and conditions are:

- Provide loans of up to \$5,000 dollars via a fast and convenient online application and approval process.
- Must provide mandatory financial education providing debt management, instruction on responsible borrowing and financial literacy community outreach.
- Repayment of the loans shall be through installments, which shall be available anywhere from six (6) months to twenty-four (24) months in duration and will be automatically deducted from each of the employee applicant's paychecks, until such time when the loan is completely paid off.
- The contractor shall assume any and all liability associated with said loans, inclusive of loans pertaining to employee applicants no longer under the Authority's employment, whether due to resignation, termination or otherwise.
- Employees can pay off loan(s), in full or partially, at any time with no prepayment penalties.
- The annual interest rate is 23.99%.

LYNX shall bear no liability or risk against any risk or credit losses from the program's implementation and operation LYNX shall not be guarantors or secondary liable in any manner for the repayment of the voluntary loans and responsibility for all such voluntary loans shall be strictly and solely the employee applicant's and LoansAtWork, Inc.

Additionally, LYNX researched Employee Voluntary Payroll Deduction Loan Program Services that other government agencies and transit agencies utilize and found the other Program Services to have similar terms and conditions as LoansAtWork, Inc.

LYNX has also amended the LYNX Deferred Compensation Plan (457(b) Plan) to allow a Loan Program for Participants which provides a substantially lower interest rate.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact since this is an employee benefit that is paid 100% through an employee payroll deduction.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. iii

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Ratify a Contract with Akerman, LLP for Pension Legal Services for a Not to Exceed Amount of \$50,000

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to ratify the execution of a contract with Akerman, LLP for Pension Legal Services for a term of six months in a not to exceed amount of \$50,000.

BACKGROUND:

At the December 12, 2024 Board of Directors meeting, the Board of Directors delegated to the Chairman the authority to negotiate a contract with Akerman LLP for Pension Legal Services and to waive the competitive solicitation process provided for in LYNX Administrative Rule 4, Procurement and Contract Administration.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2025 Approved Operating Budget includes \$100,000 for Pension Legal Services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. iv

To: LYNX Oversight Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Execute a Contract for Labor/Employment Legal Services to GrayRobinson, P.A. for a Not to Exceed Amount of \$600,000 for the Initial Three-Year Term

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute a contract with GrayRobinson, P.A. for Labor/Employment Legal Services for a term of three (3) years with two (2) one (1) year renewal options in a not to exceed amount of \$600,000 for the initial three-year term.

BACKGROUND:

At the December 12, 2024 Board of Directors meeting, the Board of Directors delegated to the Chairman the authority to negotiate a contract with GrayRobinson, P.A. for Labor/Employment Legal Services and to waive the competitive solicitation process provided for in LYNX Administrative Rule 4, Procurement and Contract Administration.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2025 Approved Operating Budget includes \$200,000 for Labor & Employment Legal Services.

LYNX Oversight Committee Agenda

Consent Agenda Item #6.D. v

To: LYNX Oversight Committee

From: Michelle Daley
Director Of Finance
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Approval of the LYNX Funding Model Policy

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' approval of the LYNX Funding Model Policy.

BACKGROUND:

A funding model for allocation of costs to the funding partners was initially adopted by the Board at its January 31, 2013 meeting.

The Board has expressed a desire to formalize the funding model into a definitive policy and to add specificity regarding how costs are allocated, including, without limitation, when costs are allocated based on Revenue Hours or Service Hours.

The Funding Model Policy was reviewed by the Finance Committee on December 5, 2024 and January 16, 2025. The Oversight Committee reviewed the policy on January 16, 2025.

Attached is a definitive policy that sets forth a proposed funding model. LYNX staff along with LYNX general counsel have worked closely to document the policy.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE Goal is not applicable to this activity.

LYNX Oversight mmittee Agenda

FISCAL IMPACT:

The Approved FY2025 Operating and Capital Budgets include \$111,244,180 in funding partner contributions as calculated by the funding model policy guidance.



Policy: Funding Model Formula

Approved by: Governing Board

Effective Date: [_____], 2025

INTRODUCTION AND BACKGROUND

The purpose of this policy (this “**Policy**”) is to establish a formula by which the overall net operating expenditures of LYNX will be allocated to its Funding Partners: Orange, Osceola, and Seminole Counties.

In its operations, LYNX generates revenue and incurs expenses. Historically, its expenses exceed its revenues and LYNX needs to fund the resulting net operating expenditures by receiving contributions from its Funding Partners. This Policy serves the purpose of allocating to the Funding Partners their respective shares of such net operating expenditures by lines of business. These allocations are included in the annual funding partner agreements between LYNX and its Funding Partners.

This Policy amends and restates the original funding model adopted by the Governing Board on January 31, 2013.

AUTHORITY

Administrative Rule 2, Section 2.5.

DEFINITIONS

In addition to the other terms defined in this Policy, the following terms when used in this Policy shall have the meanings as provided below:

1. “**Contracted Services**” shall mean where LYNX provides services by contract to third parties, including private parties and semi-government agencies.
2. “**Net Expenditures**” means the amount by which operating expenses exceed revenues for a particular Line of Business.
3. “**Funding Partners**” means the counties of Orange, Osceola, and Seminole.
4. “**Funding Partners Rate**” means the rate charged a Funding Partner, determined as follows:
 - Fixed Route and Neighborlink hourly rates are calculated individually. Each rate is based on the Net Expenditures divided by the respective Service Hours (except as provided below) for that Line of Business.



- In the event that any of these services are contracted out, the Net Expenditures for those services will be divided by the Revenue Hours for such services. For the avoidance of doubt, the method of delivering services (i.e., insourced or outsourced) may not be changed without the approval of the Governing Board).
5. “**General Overhead**” means all overhead of LYNX, but excluding Line of Business Overhead.
 6. “**Lines of Business**” means LYNX’s lines of business, which currently include fixed-route (excluding Lymmo), Lymmo, paratransit, Road Rangers, and Neighborlink. The terms “Lines of Business” and “Line of Business” shall be given correlative meanings.
 7. “**Line of Business Overhead**” means overhead that is directly attributable to a particular Line of Business.
 8. “**Revenue Hours**” means the hours that vehicles are performing revenue service, measured, with respect to each vehicle, from the time that such vehicle arrives at its *first* scheduled stop or pick-up location to the time that such vehicle leaves its *final* scheduled stop or drop-off location.
 9. “**Service Hours**” means the hours that vehicles are performing revenue service, measured, with respect to each vehicle, from the time that such vehicle pulls out from its garage to the time that it pulls back in to its garage.
 10. “**Total Overhead**” means all overhead of LYNX. It is comprised of both General Overhead and Line of Business Overhead.

MODEL

Overview

Annually, in preparing LYNX’s budget for the next fiscal year, LYNX will project for its total operating revenues and total operating expenses by Line of Business and use those amounts to calculate an overall budget. These projections are based on recent year trends, anticipated needs, direction from Funding Partners, and budget assumptions recommended by the LYNX Finance and Audit Committee. This budget will then be approved by the LYNX Governing Board for the ensuing fiscal year based upon this funding model contained in this Policy. Once the budget is so approved, no changes will be made to the Funding Partners’ obligations under the funding model as a consequence of subsequent budget amendments or as a result of actual results differing from projections used in the budget.

Calculation of Net Expenditures

Net Expenditures are determined by calculating the difference between operating revenue and operating expenses by Line of Business. General Overhead will be included in the Net Expenditures of fixed route service.



Calculation of LYMMO Service Net Expenditures

In the case of LYMMO service, its operating costs are paid entirely by the City of Orlando and there is no need for any funding model calculation in that area.

Allocation of Net Expenditures for Fixed Route and Neighborlink

Net Expenditures for fixed-route service are allocated to the Funding Partners based on Service Hours (except as set forth below). The Net Expenditures for such service to be paid by each Funding Partner shall be equal to (i) the number of Service Hours for fixed route service in that Funding Partner's jurisdiction, multiplied by (ii) the Funding Partners' Rate for fixed route service.

Net Expenditures for Neighborlink are also allocated to the Funding Partners based on Service Hours (except as set forth below). The Net Expenditures to be paid by each Funding Partner shall be equal to (i) the number of Service Hours for Neighborlink in that Funding Partner's jurisdiction, multiplied by (ii) the Funding Partners' Rate for Neighborlink.

If the LYNX Governing Board approves that either or both of such services (i.e., fixed route or Neighborlink) be outsourced (in whole or in part), unless otherwise directed by the Governing Board, the Net Expenditures for any portion of these hours that are outsourced would be allocated to the Funding Partners based on Revenue Hours. For the avoidance of doubt, the method of delivering services (i.e., insourced or outsourced) may not be changed without the approval of the Governing Board).

Allocation of Net Expenditures for Paratransit

The share of Net Expenditures to be paid by each Funding Partner for paratransit service (ADA, Transportation Disadvantaged (TD)) will be equal to the percentage of total trips that occur in each Funding Partner's jurisdiction relative to the total paratransit trips in all jurisdictions. For determining the percentage to be used for calculating each Funding Partner's share, such percentage will be equal to the actual percentage of total trips that occur in each Funding Partner's jurisdiction for the most recent completed LYNX fiscal year. For example in calculating the budget for FY2026, the percentage of trips used for allocating Net Expenditures among the Funding Partners will be the actual percentage of trips completed in FY2024 by type/county. As a result, the percentage used for a particular fiscal year may differ from the year-ending actual percentage for that fiscal year. There is no recalculation or "true-up" of percentages for paratransit purposes at the end of a fiscal year.

Net Expenditures for paratransit service are allocated to the Funding Partners based on trip levels and where that trip originates. If LYNX provides Medicaid or other paratransit defined trips, whether at Governing Board direction or State mandate, that cost will be allocated on the same basis that paratransit service is allocated.

A trip will be allocated to a particular Funding Partner when that trip originates in the jurisdiction of such Funding Partner, regardless of its destination. A return trip would constitute an additional trip. If the return trip originates in a different Funding Partner's jurisdiction from the original trip, then that return trip would be attributed to that different jurisdiction.



ALLOCATION OF NON-OPERATING CREDITS

The following are certain amounts that are credited against the contributions of the Funding Partners, Orange, Osceola, and Seminole Counties:

- Interest income is credited against the contributions of the Funding Partners, Orange, Osceola and Seminole, for fixed route service, using the same method as was used for allocating Net Expenditures for fixed route service (e.g., Service Hours).
- At the beginning of each fiscal year, the Board will determine the allocation of Budget Stabilization Funds between fixed-route service and paratransit. Budget Stabilization Funds are then credited against the contributions of the Funding Partners, Orange, Osceola and Seminole, for fixed route service and paratransit, based on the same methods as were used for allocating Net Expenditures for fixed route service (e.g., Service Hours) and paratransit, as applicable.

REVENUE AND EXPENSE

Operating Revenues

Operating revenues include directly operated revenue, grants, and subsidies. Directly operated revenues consist of the following:

- Customer fares.
- Contract services: includes contracts with local jurisdictions outside of LYNX's service area, and bus service agreements with other entities.
- Advertising: includes advertising on buses, in kind, and at shelters and other income.

Grants and subsidies include funding from the following federal and state sources:

- Federal: includes funds for operating assistance, preventive maintenance, ADA, operating leases and other federal planning assistance.
- State: includes funds for operating assistance, new service development funding, other state funding.

Capital Matters

The foregoing only relates to LYNX operating matters; it does not apply for capital matters or projects.

In regard to capital costs, each Funding Partner pays to LYNX a capital contribution equal to (i) the total number of Service Hours for both fixed route service and Neighborlink in that jurisdiction, multiplied by (ii) \$3.00. This amount will be used by LYNX (along with any toll road revenue credits) either as a "match" for government grants or directly in whole or in part for a capital project.



The use of toll revenue credits will continue to be applied to the non-Federal share match requirement when applicable by applying an equal amount of toll credit and therefore allowing a project to be funded with up to 100% federal funds for federally participating costs.

In regard to each Funding Agreement that is signed, there will be attached to that Agreement a copy of the current Funding Model Policy.

LYNX Oversight Committee Agenda

Action Item #7.A

To: LYNX Oversight Committee

From: James Boyle
Interim Chief Planning And Development Officer
Prahallad Vijayvargiya
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Execute and Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2026 Block Grant Funding and Adoption of Resolution 25-002

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute and submit a Public Transit Grant Agreement (PTGA) with FDOT District 5 for FY2026 State Block Grant for operating assistance in the amount of \$13,259,259 and Adoption of Resolution 25-002.

BACKGROUND:

The Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation. The funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration's formula program for urbanized and non-urbanized areas.

FDOT included in its Work Program the FY2026 LYNX block grant funding. FDOT will obligate funds in the amount of \$13,259,259 under FM 442454-1-84-04. Resolution 25-002 is attached.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

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FISCAL IMPACT:

The Florida Department of Transportation's (FDOT) State Fiscal Year (SFY) 2026 officially starts on July 1, 2025. For SFY 2026, Central Florida Regional Transportation Authority dba LYNX will be eligible for Public Transit Block Grant funds of up to \$13,259,259 once all application requirements are met.

CFRTA RESOLUTION NO. 25-002

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) FOR THE FY2026 STATE BLOCK GRANT FOR OPERATING ASSISTANCE IN THE AMOUNT OF \$13,259,259.

WHEREAS, the Florida Block Grant Program was enacted by the Florida Legislature to provide a stable source of funding for public transportation; and

WHEREAS, these funds are awarded to eligible transit providers who are recipients of funding from the Federal Transit Administration’s formula program for urbanized and non-urbanized areas; 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 this Grant Application, and all supporting documents, agreements and assurances which may be required in connection with the application 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 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 FY2026.
3. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to submit a Public Transportation Grant Agreement to the FDOT in the amount of \$13,259,259 dollars on behalf of the LYNX and the ability for the CEO to execute the application, amendments, warranties, certifications and any other documents in connection with the Grant Application and acceptance.
4. The BOARD authorizes Tiffany Homler Hawkins, 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.
5. The BOARD authorizes Tiffany Homler Hawkins, Chief Executive Officer, or designee, to make purchases and/or expend funds in connection with this grant as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended.
6. The above authorization shall be continuing in nature until revoked by the Chairman of the Governing Board.

CFRTA RESOLUTION NO. 25-002

RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO EXECUTE AND SUBMIT A PUBLIC TRANSPORTATION GRANT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 5 (FDOT) FOR THE FY2026 STATE BLOCK GRANT FOR OPERATING ASSISTANCE IN THE AMOUNT OF \$13,259,259.

APPROVED AND ADOPTED this 27th day of February 2025 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

Action Item #7.B

To: LYNX Oversight Committee

From: **James Boyle**
Interim Chief Planning And Development Officer
Bruce Detweiler
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Implement April 20, 2025 Service Changes

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective April 20, 2025.

BACKGROUND:

On September 26, 2024, staff received authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect in April. Three information sessions and one in-person and virtual hearing/workshop will be held. LYNX customers and the public can provide input on the service changes at the following information sessions and workshop/public hearing:

Information Sessions:

Date/Time: Monday, March 3, 1-2 PM

Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Tuesday, March 4, 1-2 PM

Location: LYNX Central Station – Lobby, Orlando, FL

Date/Time: Tuesday, March 4, 6-7 PM

Location: Virtual

Date/Time: Wednesday, March 5, 1-2 PM

Location: Altamonte Springs City Hall, Altamonte Springs, FL

LYNX Oversight Committee Agenda

Public Hearing/Workshop:

Date/Time: Thursday, March 6, 4-6 PM

Location: LYNX Central Station – 2nd Floor, Open Space, Orlando, FL and Virtual

April Service Proposal*

SCHEDULE ADJUSTMENTS

- **Link 3** – Lake Margaret Drive (Orange County) – Minor schedule adjustments on Sunday. The weekday and Saturday 9:15 p.m. trip from LYNX Central Station will end at Dixie Belle Dr./Gatlin Ave.
- **Link 28** – East Colonial Drive/Azalea Park (Orange County) – Minor schedule adjustments on weekdays
- **Link 29** – East Colonial Drive/Goldenrod Road (Orange County) – minor schedule adjustments on weekdays. The weekday 12:45 a.m. trip from Aloma Ave./Forsyth Rd. will end at Goldenrod Rd./Bates Rd.
- **Link 38** – Universal Orlando/I-Drive Express (Orange County) – Minor schedule adjustments on weekdays.
- **Link 701** – Orange Technical College Shuttle (Orange County) – Implement summer schedule effective June 2, 2025.
- **NeighborLink 831** – North Kissimmee/Buena Ventura Lakes (Osceola County) – Remove timepoint at Valencia College Osceola Campus.

SCHEDULE IMPROVEMENTS

- **Link 705** – West Colonial Drive/Winter Garden (Orange County) – Add weekday 5:05 a.m. trip from West Oaks Mall Superstop.

SCHEDULE REDUCTIONS

- **Link 8** – West Oak Ridge Road/International Drive (Orange County) – Discontinue weekday 6:15 p.m. trip from LYNX Central Station to Vineland Premium Outlets. Minor weekday schedule adjustments.
- **Link 15** – Curry Ford Road/Valencia College East (Orange County) – Discontinue weekday 7:50 p.m. trip from Valencia College East to LYNX Central Station.

LYNX Oversight Committee Agenda

ROUTE CHANGES

- **Link 311** – Disney/Orlando International Airport/Epic Universe (Orange County) – Extend route to Universal Epic Universe bus loop, with some peak hour trips serving Universal’s Grand Helios Hotel. The daily 5 a.m. trip from Disney Springs to Orlando International Airport will begin at Destination Parkway Superstop.

Details of these events and the service change proposals are published on our website at www.golynx.com.

The public comment period for the proposed service changes runs from February 28, 2025, through March 23, 2025. Public notices for the service change information and the public meetings are posted in the LYNX Central Station terminal lobby and bus bays; at SuperStops throughout the service areas; on www.golynx.com, and on LYNX social media sites including Facebook and X.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The base service changes are budget neutral. There is an additional bus service agreement that is also included for approval this month to be executed with Shingle Creek Transit and Utility Community Development District for additional service on Link 311. LYNX Staff will include the revenue and associated expenses in the Amended FY2025 Operating Budget.

LYNX Oversight Committee Agenda

Action Item #7.C

To: LYNX Oversight Committee

From: Michelle Daley
Director Of Finance
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Approve the Shingle Creek Transit and Utility Community Development District Bus Service Agreement for FY2025 in an Amount of \$247,949

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Oversight Committee's authorization for the Chief Executive Officer (CEO) or designee to approve advancing the Bus Service Agreement with the Shingle Creek Transit and Utility Community Development District for FY2025 in an amount of \$247,949 to the Board of Directors for approval.

BACKGROUND:

Link 311 currently operates between Orlando International Airport and Disney Springs, providing an east-west route that connects Sand Lake SunRail, Florida Mall Superstop, John Young Parkway/South Park Circle, Destination Parkway Superstop, International Drive/Destination Pkwy., and Universal Blvd./Destination Pkwy. With the opening of Universal Epic Universe scheduled for May 2025, LYNX will extend Link 311 to serve several locations within the resort, including the Universal Epic Universe charter bus loop (main entrance bus stop), Helios Grand Hotel (peak trips), and add a bus stop at Universal Blvd./Kirkman Rd. to serve the Terra Luna and Stella Nova resorts. Link 311 will continue to operate at 30-minute frequencies seven days a week, with service operating between 5:05 a.m. – 11:25 p.m.

A copy of the proposed bus service agreement that will be entered into between LYNX and Orange County for the remainder of Fiscal Year 2025 is attached.

LYNX Oversight Committee Agenda

Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2025 Operating Budget did not anticipate revenue for the bus service agreement with Shingle Creek CDD. The \$247,949 for services will be included in the budget amendment for FY2025.

**BUS SERVICE AGREEMENT
25-C080**

by and between

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

and

**SHINGLE CREEK TRANSIT AND UTILITY COMMUNITY DEVELOPMENT
DISTRICT (CDD)**

April 20, 2025

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 20th day of April 2025, by and between:

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

and

SHINGLE CREEK TRANSIT AND UTILITY COMMUNITY DEVELOPMENT DISTRICT, a body corporate and politic organized under the laws of the State of Florida (hereinafter referred to as “**CDD**”), having an address of 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817. CDD and LYNX shall sometimes each be referred to as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

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

WHEREAS, CDD is the governmental authority having jurisdiction over the lands of the Shingle Creek Transit and Utility Community Development District as generally described and set forth in **Exhibit “A”** attached hereto (the “**Service Area**”); and

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

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

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

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

Agreement shall have the meaning set forth in the preamble.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on <u>Exhibit “A”</u> attached hereto.
<u>CDD</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>CDD Contributions</u>	shall mean the contributions to be made by CDD to LYNX for the Bus Service in the amounts set forth in <u>Exhibit “B”</u> attached hereto.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Service Area</u>	shall mean the area, as described and set forth in <u>Exhibit “C”</u> attached hereto.
<u>Service Route, Bus Route or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in <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 4 below.
<u>Term</u>	shall mean the term of this Agreement, commencing on the Commencement Date and ending on the Expiration Date, 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 CDD Contributions, LYNX agrees to provide the Bus Service in the Service Area. The obligation of LYNX to provide the Bus Service 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 CDD to the extent LYNX can reasonably accommodate such needs; and which are either consistent with the terms of this Agreement or, if inconsistent with the terms of this

Agreement, are part of a contract modification approved in accordance with paragraph 16 below.

3. **TERM.** This Agreement shall be effective as of April 20, 2025 (the “**Commencement Date**”) and shall, except as otherwise set forth herein, continue through September 30, 2025 (the “**Expiration Date**”). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **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 in accordance with paragraph 14.

(b) **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, CDD or LYNX may terminate this Agreement with no less than five (5) business days’ written notice to the other Party. Notice shall be delivered in accordance with paragraph 14.

(c) **Termination for Breach.** Unless breach is waived by CDD or LYNX in writing, either Party shall, in order to terminate this Agreement for breach, give the other Party and CDD written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. 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 rights of CDD or LYNX to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit “A”** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

6. **PAYMENT FOR BUS SERVICE.**

a. The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CDD paying to LYNX the monthly cost of Bus Service as set forth on **Exhibit “B”**. The monthly cost of Bus Service is based on 2,352 service hours for a total April 20, 2025 – September 30, 2025 amount of \$247,949. For the purpose of invoicing, invoices and related matters will be sent to CDD at the following address:

Bryan Julian, Assistant Secretary
Shingle Creek Transit and Utility Community Development District
3501 Quadrangle Blvd. Suite 270
Orlando, Florida 32817

Telephone: (407) 948-1834

Invoices shall be paid within thirty (30) days of receipt.

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 CDD Contributions.

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 it makes by virtue of any of the CDD Contributions), 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. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc.) the same 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 CDD under this Agreement.

8. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Bus Routes to be covered in the Service Area are over roads which are owned and operated by CDD for use by the public. Other roads within the Service Area may be deemed to be “private” such as, for example, roads behind gates, etc. If and to the extent the Bus Route at any time extends over any private property not owned and operated for public use by CDD in the Service Area, CDD shall use commercially reasonable efforts to obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. LYNX acknowledges and agrees that any consent for use of such private roads within its Bus Route may be revoked by CDD or the owner of said private property in their sole and absolute discretion upon twenty-four (24) hours’ notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly to exclude the private property.

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

(a) LYNX will be entitled to place advertising on the buses which it uses to provide the Bus Service. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the

Orlando area that directly compete with theme parks located within CDD; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.

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

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

10. **INSURANCE**. LYNX shall, together with its execution of this Agreement, provide to CDD either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage.

11. **BOND**. CDD 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 CDD under 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 PARTIES**. The Parties are aware and agree that the relationship between LYNX and CDD under this Agreement shall be that of an independent contractor and not an agent.

14. **NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS**. This Agreement is solely between the Parties hereto and no entity, person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

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, (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, 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:

Tiffany Homler Hawkins
Chief Executive Officer
Central Florida Regional Transportation
Authority d/b/a LYNX

455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6064

with a copy to:

Leonard Antmann
Chief Financial Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6125

As to CDD:

Bryan Julian, Assistant Secretary
Shingle Creek Transit and Utility
Community Development District
3501 Quadrangle Blvd. Suite 270
Orlando, Florida 32817
Telephone: (407) 948-1834

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

15. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION). THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

16. **MISCELLANEOUS CLAUSES.**

- (a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either

LYNX or CDD of its right to invoke sovereign immunity as a governmental entity.

- (b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder (other than the payment of money) shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and government regulations and directives as applicable.
- (c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) **Legal Obligations.** This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- (e) **Public Records; E-Verification.** The Parties hereto warrant compliance with the provisions of (i) Chapter 119, Florida Statutes (with regard to its/their respective duty(ies) to provide public records relating to this Agreement), and (ii) all federal immigration laws and regulations that relate to their employees. The Parties acknowledge and agree that LYNX and CDD are public employers that are subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding anything to the contrary contained herein, if either CDD or LYNX has a good faith belief that the other has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Party with such good faith belief shall terminate this Agreement. The Party violating this paragraph shall be liable for any additional costs incurred by the other Party as a result of the termination of this Agreement based on said Party's failure to comply with the E-Verify requirements referenced herein.
- (f) **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.
- (g) **Benefits of Service.** The CDD monies to be paid by CDD to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but

not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

- (h) **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.
- (i) **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.
- (j) **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. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- (k) **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.
- (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 misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, CDD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the CDD Contributions from time to time. Thus, for example, if CDD should fail to pay the requisite CDD Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.

- (m) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit “C.”** Thus, the CDD Contributions may be used for all of said Bus Service.

17. **BOARD APPROVAL.** This Agreement is subject to the approval by the CDD Board of Supervisors and the LYNX Board of Directors.

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

[Signatures on Following Pages]

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

LYNX:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

AKERMAN LLP,
Counsel for LYNX

By: _____
James F. Goldsmith

Date: _____

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

**CDD:
SHINGLE CREEK TRANSIT AND UTILITY
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Need name of signer for agreement

Date: _____

ATTEST:

By: _____
Please provide who will attest

DRAFT

EXHIBIT A

Description of Lynx Bus Service, Times and Lynx Bus Route

Effective April 20, 2025

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

Route	Days of Service	Times of Service	Stops
Link 311: Disney/Orlando International Airport/Epic Universe	Monday-Sunday & Holidays.	Departs 5:05 AM – 11:25 PM approximately every half hour daily between Disney Springs Transfer Center and Orlando International Airport.	Orlando International Airport, Sand Lake SunRail Station, Florida Mall Superstop, John Young Parkway @ South Park Circle, Epic Universe bus loop, Grand Helios Hotel, Kirkman Rd./Universal Blvd. (Stella Nova and Terra Luna Resorts), Universal Blvd./Destination Pkwy. (Rosen College), Destination Parkway Superstop, Destination Pkwy./International Drive (Orange County Convention Center), Disney Springs Transfer Center

DRAFT

Exhibit B

Description of Appropriated Amount
April 20, 2025 thru September 30, 2025

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 311	2352	\$247,949

FY2025 Billing Schedule

October-24	\$0
November-24	\$0
December-24	\$0
January-25	\$0
February-25	\$0
March-25	\$0
April-25	\$41,325
May-25	\$41,325
June-25	\$41,325
July-25	\$41,325
August-25	\$41,325
September-25	\$41,324

Total cost of service

\$247,949

EXHIBIT C

Graphical Depictions of LYNX Bus Service Routes

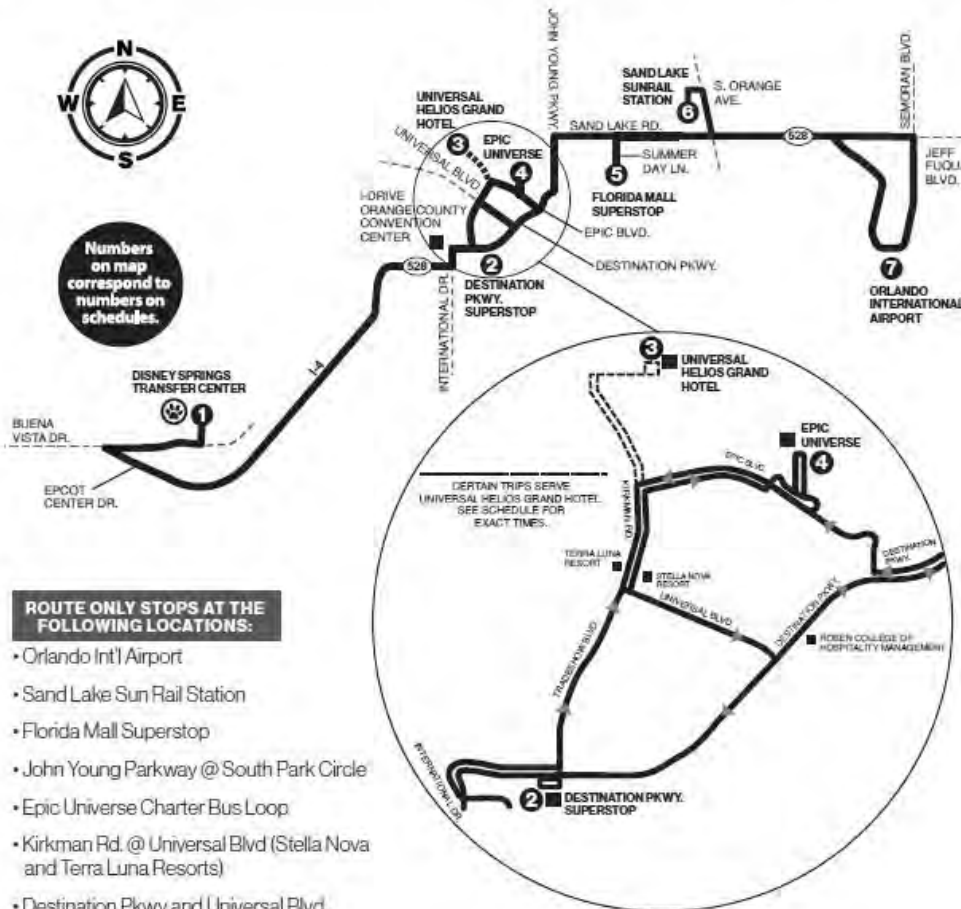
LINK 311

**Disney/Orlando Int'l Airport/
Epic Universe**
Monday–Sunday
& Holiday service

• SERVING:

- Disney Springs Transfer Center
- Destination Parkway Superstop
- Universal Epic Universe
- Universal Stella Nova Resort
- Universal Terra Luna Resort
- Helios Grand Hotel

Rosen College of Hospitality
Management
Florida Mall Superstop
Sand Lake Sun Rail Station
Orlando International Airport
I-Drive @ Destination Pkwy
(Orange County Convention Center)



ROUTE ONLY STOPS AT THE FOLLOWING LOCATIONS:

- Orlando Int'l Airport
- Sand Lake Sun Rail Station
- Florida Mall Superstop
- John Young Parkway @ South Park Circle
- Epic Universe Charter Bus Loop
- Kirkman Rd. @ Universal Blvd (Stella Nova and Terra Luna Resorts)
- Destination Pkwy and Universal Blvd (Rosen College)
- Destination Pkwy Superstop
- Destination Pkwy @ I-Drive (Orange County Convention Center)
- Disney Springs Transfer Center

Service: Monday–Sunday & Holidays

Hours of Service: 5:05 AM to 11:25 PM; Frequency: 30 minutes

LYNX Oversight Committee Agenda

Action Item #7.D

To: LYNX Oversight Committee

From: Michelle Daley
Director Of Finance
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Amend the Orange County Accelerated Transportation Safety Program (ATSP) Bus Service Agreement for FY2025

Date: 02/27/2025

ACTION REQUESTED:

Staff is requesting the Oversight Committee's authorization for the Chief Executive Officer (CEO) or designee to approve advancing the First Amendment to the Bus Service Agreement with the Orange County ATSP for FY2025 to the Board of Directors for approval.

BACKGROUND:

The agreement for the Orange County ATSP bus service was approved at the LYNX Board meeting on September 26, 2024. The initial service added additional service on Sunday to improve frequency on Link 21, Link 37, Link 42, and Link 436S. Additional service was added on weekdays to improve frequency on Link 311, Link 37, Link 40 and Link 311. The agreement also provides capital funding to add shelters within the Orange County service area.

At the December 2024 service change, additional service was added for Link 9, 44, 48 and 125. This amendment adds these additional increases to the current agreement.

A copy of the proposed bus service agreement that will be entered into between LYNX and Orange County for the remainder of Fiscal Year 2025 is attached.

Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement including the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreement to be executed more quickly after the beginning of LYNX's

LYNX Oversight Committee Agenda

fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Approved FY2025 Operating Budget includes \$5,130,642 in revenue for the ATSP program. This will be an increase of \$485,132.

**FIRST AMENDMENT TO
BUS SERVICE AGREEMENT NO. 25-C50**

By and Between

ORANGE COUNTY, FLORIDA,

and

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (D/B/A
LYNX)**

THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT (“Amendment”), entered into this _____ day of _____, 2025, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter, “**ORANGE COUNTY**”) (hereinafter collectively referred to as “**Parties**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (“**LYNX**”).

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 is the governmental authority having jurisdiction over the lands of Orange County, Florida, as generally described and set forth in **Exhibit “A”** attached hereto (the “**Service Area**”); and

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

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

WHEREAS, on October 1, 2024, **ORANGE COUNTY** and **LYNX** entered into a Bus Service Agreement No. 25-C50 (the “**Agreement**”), which provided for **LYNX** to provide Bus Service in and to the Service Area; and

WHEREAS, ORANGE COUNTY and LYNX now desire to amend the Agreement to add an additional bus link and increase the costs associated with providing the additional public bus transportation; and

WHEREAS, ORANGE COUNTY and LYNX hereby find that this Amendment promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens in the corresponding Service Area.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, **ORANGE COUNTY and LYNX** agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Amendment as if fully set forth hereinafter.
2. **Description and Schedule of Bus Route(s).** **Exhibit “A”** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit “A”** attached hereto. Any references in the Agreement to **Exhibit “A”** shall hereafter be deemed to refer to **Exhibit “A”** attached hereto.
3. **Cost of Bus Service.** **Exhibit “B”** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit “B”** attached hereto. Any references in the Agreement to **Exhibit “B”** shall hereafter be deemed to refer to **Exhibit “B”** attached hereto.
4. **Entire Agreement.** The Agreement, as amended by this Amendment, represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.
5. **Amendment Execution; Use of Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.
6. **Full Force And Effect Of Agreement.** Except as the above provisions have been specifically amended herein, all other terms and provisions of the Agreement remain valid, effective and in full force.

[Signatures appear on following page]

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

LYNX:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

AKERMAN LLP,
Counsel for LYNX,

By: _____
James F. Goldsmith

Date: _____

[Signatures Continue on Following Page]

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

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: _____

EXHIBIT "A"

Description and Schedule of Bus Route(s)

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

In FY2025, LYNX is anticipating implementing a NeighborLink zone in Apopka.

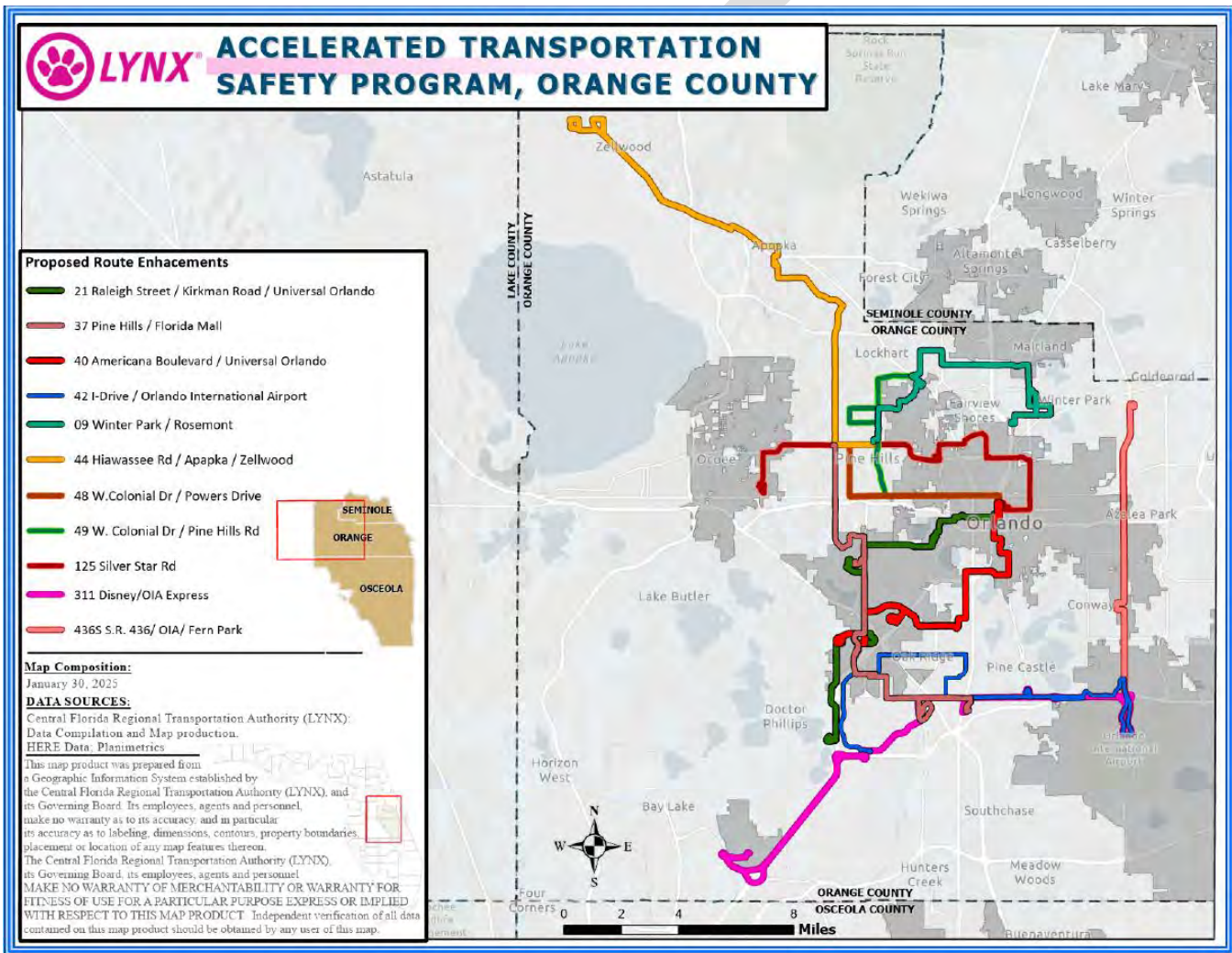


EXHIBIT “B”

Cost of Bus Service

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 21	2,701.64	\$284,808
Link 37	7,121.75	\$750,778
Link 40	10,878.30	\$1,146,795
Link 42	3,469.56	\$365,762
Link 436S	1,915.74	\$201,958
Link 111/311 new route	14,393.00	\$1,517,316
Link 9 (New December 2024)	449.45	\$47,381
Link 44 (New December 2024)	892.40	\$94,077
Link 48 (New December 2024)	515.20	\$54,313
Link 49 (New December 2024)	4,540.38	\$478,649
Link 125 (New December 2024)	6,392.85	\$673,937
	53,270.3	<u>\$5,615,774</u>

Breakdown:

Fixed Route Service	\$5,615,774
Capital Contribution for Shelters	\$3,000,000
Total Funding from the County	<u>\$8,615,774</u>

FY2025 Billing Schedule

	Total Due	Capital	Operating
October -24 (already Invoice)	\$605,618	\$250,000	\$355,618
November -24 (already Invoice)	\$605,618	\$250,000	\$355,618
December -24 (already Invoice)	\$605,618	\$250,000	\$355,618
January - 25 (already Invoice)	\$605,618	\$250,000	\$355,618
February - 25 (already Invoice)	\$605,618	\$250,000	\$355,618
June - 25 Quarterly	\$2,793,842	\$875,000	\$1,918,842
September -25 Quarterly	\$2,793,842	\$875,000	\$1,918,842

Annual Funding Request from County	\$8,615,774	\$3,000,000	\$5,615,774
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*** As requested we changed the billing cycle to finish as a quarterly payment

LYNX Oversight Committee Agenda

Action Item #7.E

To: LYNX Oversight Committee

From: Tiffany Homler Hawkins
Chief Executive Officer
Tiffany Homler Hawkins
Technical Contact

Phone: 407.841.2279 ext: 6064

Item Name: Election of the 2025 Oversight Committee Officers

Date: 02/27/2025

Per Administrative Rule 2.12.1, E, the Oversight Committee shall annually elect from its members a Chairman and Vice Chairman.

General Counsel will guide the Oversight Committee in the election of officers for the upcoming year.

LYNX Oversight Committee Agenda

Discussion Item #8.A

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: FY2024 Preliminary Operating Results

Date: 02/27/2025

LYNX staff will review the “Preliminary” Operating results for FY2024.

LYNX Oversight Committee Agenda

Discussion Item #8.B

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: FY2025 1st Quarter Results

Date: 02/27/2025

LYNX staff will present the FY2025 1st Quarter results.

LYNX Oversight Committee Agenda

Discussion Item #8.C

To: LYNX Oversight Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: FY2026 Budget Assumptions

Date: 02/27/2025

LYNX staff will present the FY2026 Budget Assumptions.