

LYNX Finance & Audit Committee Agenda

Meeting Date: 09/18/2025
Meeting Time: 1:30 PM

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

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

1. Call to Order

2. Approval of Committee Minutes

-  Finance Committee Minutes - August 21, 2025

Pg 3


3. Public Comments

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



4. Chief Financial Officer's Report

5. Consent Agenda








A. Request for Proposal (RFP)





- i.  Authorization to Release a Request for Proposal (RFP) for a Third Party Administrator for Workers Compensation, Tort, Public Liability and Claims Subrogation Pg 9

B. Extension of Contracts















- i.  Authorization to Exercise the First Option Year of Contract 23-C12 to Bridgestone Americas Tire Operations, LLC for Transit Bus Tire Leasing Service and Increase the Not to Exceed (NTE) Amount to \$2,800,000 Pg 11
- ii.  Authorization to Exercise the Second Option Year of Contract 22-C86 with Gillig LLC for the Provision of Voith Transmissions and Increase the Not to Exceed (NTE) Amount to \$540,000 Pg 13

C. Miscellaneous

- i.  Authorization to Execute Transportation Disadvantaged Coordination Contracts with Human Service Agencies for FY2026 Pg 14
- ii.  Authorization to Amend the LYNX Deferred Compensation Plan to Add an Eligibility Condition for Catch-Up Contributions and Adoption of Resolution 25-007 Pg 16
-Attachments 
- iii.  Authorization to Amend the LYNX Deferred Compensation Plan to Add Super Catch-Up Contributions and Adoption of Resolution No. 25-006 Pg 22
-Attachments 
- iv.  Authorization to Transfer Two (2) Retired Turtle Top Cutaway Buses to Escuela de Bomba y Plena Tata Cepeda Pg 28
- v.  Authorization to Transfer Sixteen (16) Computers to The Christian Tech Center Ministries, Inc. Pg 30

- vi.  Authorization to Enter into an Amendment to the Interlocal Agreement with Orange County for the International Drive Transit Project Pg 32
- vii.  Authorization to Enter into a Memorandum of Understanding with the Greater Orlando Aviation Authority for Bus Transfer Facility Planning Pg 34
 - Attachments 
- viii.  Authorization to Conduct Public Outreach for any Fiscal Year 2026 Proposed Service Changes Pg 60

6. Action Agenda

- A.  Authorization to Implement January 11, 2026 Service Changes Pg 62
- B.  Authorization to Enter into the FY2026 Service Funding Agreements with the Regional Funding Partners Pg 66
 - Attachments   
- C.  Authorization to Enter into the FY2026 Service Funding Agreements with the Municipal Funding Partners Pg 155
 - Attachments  
- D.  Authorization to Enter into the FY2026 Bus Service Agreements Pg 200
 - Attachments     

7. Other Business

8. Adjourned

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

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

LYNX
Central Florida Regional Transportation Authority
Finance and Audit Committee Meeting Minutes

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

DATE: August 21, 2025

TIME: 1:30 p.m.

Members in Attendance:

Kurt Petersen, Orange County, Chair
Leslie Felix, Osceola County
Jose Fernandez, City of Orlando
Tim Jecks, Seminole County
Jamie Ledgerwood, FDOT, 5th District

Staff in Attendance:

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

1. Call to Order

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

2. Approval of Minutes

A motion to approve the June 23, 2025 Finance and Audit Committee meeting minutes was made by Tim Jecks and seconded by Jose Fernandez. Motion passed unanimously.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

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

- School is back in session and fixed route ridership has begun to rebound; currently 65-66,000 trips per day. Paratransit continues to trend around 68,000 trips per month.
- Fiscal year 2026 draft funding agreements have been sent out with the goal to have all agreements finalized prior to the September budget adoption meeting.
- Pine Hills Transfer Center project is complete. Full operation began August 10th. Official ribbon cutting ceremony will be held Thursday, August 28th at 9:00 am.
- The interim audit begins August 25, 2025 and the auditors will be on-site in December to complete the year-end audit.
- A \$5.8M Protect grant award has been confirmed for the LCS window replacement project. An engineering firm has been selected, and the design process is now underway. Once the design is complete, we will issue an RFP. Combined with the previously awarded \$1.3M Resiliency grant, the entire \$7.1M project cost is fully funded.

5. Consent Agenda

A. Award Contracts

- i. Authorization to Negotiate and Award a Contract to Colonial Oil Industries, Inc. for Fuel Delivery of Ultra Low Sulfur Diesel through FY2026
- ii. Authorization to Negotiate and Award a Contract to TACenergy, LLC for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2026
- iii. Authorization to Negotiate and Award a Contract to Petro Choice, LLC for Bulk Oils, Fluids, and Lubricants for a Not to Exceed (NTE) Amount of \$464,000
- iv. Authorization to Negotiate and Award a Contract to Sun Biodiesel for Diesel Exhaust Fluid (DEF), for a Not to Exceed (NTE) Amount of \$63,000
- v. Authorization to Negotiate and Award a Contract to Employers Choice Online, Inc. d/b/a Employers Choice Screening for a Not to Exceed (NTE) Amount of \$200,000

B. Extension of Contracts

- i. Authorization to Approve a Contract Modification with Trapeze Software Group, Inc. for Software Maintenance Services, Exercise the First Option Year and Increase the Not to Exceed Amount to \$3,116,439
- ii. Authorization to Exercise the Second Option Year of Contract 22-C08 with Faithworks Total Ground Maintenance, LLC for Bus Stop and Shelter Pressure Washing Services and Increase the Not to Exceed (NTE) to \$621,836
- iii. Authorization to Exercise the First Option Year of Contract 22-C88 with Premier Lawn Maintenance, LLC for Landscaping Services and Increase the Not to Exceed (NTE) to \$354,960
- iv. Authorization to Exercise Option Year One of Contract 23-C17 with Petrotech Southeast, Inc. for Waste Disposal, Emergency Response and Related Services
- v. Authorization to Exercise the Second Option Year of Contract 22-C85 with Stewart & Stevenson FDDA, LLC for the Provision of Allison Transmissions and Increase the Not to Exceed (NTE) to \$350,000
- vi. Authorization to Exercise the First Option Year of Contract 23-C11 with RMK Consulting, LLC d/b/a Kodiak Property Maintenance for the Repainting of Bus Shelters
- vii. Authorization to Exercise the Second Option Year of Contract 22-C35 with Spencer Fabrications, Inc. for Bus Shelter Manufacture and Transit Related Amenities and Increase the Not to Exceed (NTE) Amount to \$4,302,355

C. Miscellaneous

- i. Authorization to Increase the Not to Exceed (NTE) Amount for Contract 22-C48 with Barracuda Building Corporation for the Installation of Bus Shelters and Amenities to \$6,303,687
- ii. Authorization to Purchase Forty-Six (46) Replacement Vehicles for ACCESS LYNX Paratransit Services with a Not to Exceed (NTE) Amount of \$5,261,870
- iii. Authorization to Purchase Twenty-Five (25) 40 Foot Compressed Natural Gas (CNG) Replacement Buses for a Not to Exceed (NTE) Amount of \$22,109,733
- iv. Authorization to Execute a Sole Source Software as a Service (SaaS) Agreement with Trapeze Group, Inc. for the OneMobility Platform in the Not to Exceed (NTE) Amount of \$1,625,859 for the Initial Three (3) Year Term

- v. Authorization to Dispose of Lost and Found Items
- vi. Authorization to Auction Surplus Capital Items
- vii. Authorization to Enter into a Memorandum of Agreement with Orange County for the International Drive Transit Project and Increase the Reimbursable Amount from Orange County to \$2,255,715
- viii. Authorization to Enter into a Memorandum of Understanding with the Greater Orlando Aviation Authority for Bus Transfer Facility Planning

Jose Fernandez made a motion to approve Consent Agenda items 5.A.i. – 5.C.viii. Second by Jamie Ledgerwood. Motion passed unanimously.

6. Action Agenda

A. Approval of the FY2026 Proposed Operating Budget

Lenny Antmann presented the FY2026 Proposed Operating Budget. There have been two major changes since the FY2026 preliminary operating budget presentation to this committee. Two weeks ago we received Seminole County's official notification reducing their service effective January 10, 2026. Additionally, the Road Ranger program contract through FDOT ended June 30, 2025 and was not renewed. Budget adjustments have been made to reflect these changes.

Key Budget Assumption:

- FY2026 Level of Service will be based on December Service as a starting point and reflect Seminole County service adjustments.
- Funding Partner contributions based on the approved Regional Funding Model Policy; budgeted by lines of business.

Revenue Budget Assumptions

- Customer Fares
 - No changes in Fixed Route Fare structure – pending outcome of fare analysis.
 - Vanpool contract completed, including a new fare structure.
- Federal Funding
 - Preventative Maintenance at \$8.5 million.
 - ADA funding level at \$2.5 million.
- State Funding
 - State operating assistance based on latest FDOT projections.
- Other Revenue
 - Advertising revenue consistent with the contract minimum guarantee.
 - Interest income at conservative income projections.

Expense Budget Assumptions

- Wages and Benefits
 - Wage increases consistent with funding partners and Board approved union labor agreements.
 - Medical expense increases based on current trends
- Fuel
 - Majority of vehicles will be compressed natural gas (CNG).
 - Revenue vehicle fleet replacements will be low/no emission vehicles.
- Fixed route and NeighborLink services
 - Provide route optimization in coordination with Operations
 - Transition of NeighborLink service to outsourced service.
 - Continue right sizing operational staff through service planning
 - Continue focus on improving customer service through new technology.

- Paratransit
 - Purchase transportation costs based on the current Paratransit trip trends.
 - Fleet size and mix based on projected trip demands
 - Focus on opportunities to provide more efficient service delivery.

The preliminary operating budget presented in May was \$222.8M. After incorporating adjustments of \$3.9M for the Seminole County service reductions and \$1.9M for the cancellation of the Road Ranger program, the proposed FY2026 Operating budget is balanced at \$217M, representing a 2.8% increase over FY2025.

Revenue

- Customer fares were originally budgeted at a \$1M increase but the reduction in Seminole service brings the customer fares back to even with FY2025; Paratransit is \$500K favorable to FY2025 and fixed route is \$500K unfavorable.
- Interest and other income is reduced \$1.2M due to lower reserve account balances and lower expected interest rates.
- Federal revenue is increased \$1.7M; \$400K on paratransit associated with grant for service outside the three-quarter mile and \$1.3M on fixed route associated with planning studies and the increase in the preventive maintenance program.
- State revenue decreased \$1.9M associated with the deletion of the Road Ranger program.
- Local Revenue decreased \$630K directly associated with the city of Orlando's request to provide fewer service hours on the LYMMO lines.
- The funding partner revenues, according to the funding policy and the latest adjustments, is \$119.9M and to balance the budget we will use \$19.3M of budget stabilization. FY2027 will be the final usage of budget stabilization before returning to full funding by the partners.

Expense

The bulk of operational accounts are flat to FY2025, increases are associated with a couple key accounts associated with wages and benefits.

- Salaries and Wages increased by \$3.8M due to wage and pension increases, higher medical costs and decreases with the Seminole and Road Ranger reductions.
- Other Services increase by \$771K primarily due to increased contract maintenance for shelter trash pickup and security services for Pine Hills Transfer Center.
- Purchased Transportation increase of \$2.5M; \$1.8M associated with the annual contract increase and \$700K associated with higher projected trips.
- GASB 96 decreased \$900K due to the completion of software implementation in FY2025. FY2026 costs are for licenses only.

Partner Funding

- Fixed Route & NeighborLink funding is \$84M; consistent with the base budget for Orange and Osceola Counties and the Seminole County adjustments.
- Paratransit is \$34.8M; no change from May presentation.
- SunRail feeder contributions are \$1.2M; Seminole lowered to \$230K due to reduced feeder service.
- Total operating contributions are \$119.9M; reflective of the 15.5% increase that this committee agreed upon as well as reductions associated with Seminole County adjustments.
- Capital contributions is \$3 per service hour at \$3.7M.
- Total partner contributions are \$123.6M.

Tim Jecks made a motion to approve Action item 6A Approval of the FY2026 Proposed Operating Budget. Second by Leslie Felix. Motion passed unanimously.

B. Approval of the FY2026 Proposed Capital Budget

Mr. Antmann presented the Proposed FY2026 Capital Budget. Mr. Antmann explained that the capital budget is the same as presented earlier this year. The only change is the wording from “Preliminary” to “Proposed”.

Key Budget Assumptions:

- Revenue vehicle acquisition to right size fleet and provide safe and reliable service
- Passenger Amenities Program improvements
 - Orange County ATSP Shelter program
 - Traditional Partner Shelter Program
- Technological Improvements to improve efficiency and customer experience
- Enhance Security infrastructure at facilities
- Facility Improvements
 - HVAC Replacement – LOC & LCS
 - Window Replacement LCS
- Southern Operations Base
 - Land Acquisition
 - Preliminary Design

The FY2026 Capital budget totals \$188M, compared to \$145.2M in FY2025. The increase reflects one-time grant funding rather than an ongoing increase in FTA capital allocations.

Key one-time grants include:

- \$27.6M to acquire 30 additional 40-foot CNG fixed-route buses
- \$5.1M Protect grant
- \$2.2M real-time signage

Capital Allocations

- \$92.5M includes 80 CNG 40’ vehicles
- \$67M facilities and southern operations base
- \$19.3M passenger amenities
- \$4.3M technology
- \$2.8M LYMMO
- \$1M support/technology
- \$975K security

The program is fully funded with \$173.8M from FTA, \$2.3M from the state and \$11.9M from local funding, including Orange County ATSP program and \$3 per service hour contributions.

Jose Fernandez made a motion to approve Action item 6B Approval of the FY2026 Proposed Capital Budget. Second by Jamie Ledgerwood. Motion passed unanimously.

7. Discussion

A. Review of the FY2025 3rd Quarter Operating Results

Michelle Daley, Director of Finance, presented the FY2025 Third Quarter Operating Results. For the first nine months, revenue is \$435K unfavorable to budget, while expenses are favorable at \$2.7M resulting in a net position \$2.3M favorable to budget.

Revenue

- Fixed route customer fares: \$1.1M unfavorable due to fluctuations in ridership.
- Paratransit customer fares: \$41K favorable, driven by additional trips and related fare revenue.
- Interest and Other Income: \$1.6M favorable, primarily from steady interest rates.
- State Revenue: \$198K due to the expiration of the Road Ranger contract.

- Local Revenue: \$748K unfavorable, primarily from LYMMO service reductions.

Expenses

- Salary & wages: \$232K favorable associated with filling open positions and reduced overtime.
- Other services: \$2.6M favorable driven by favorable professional fees, contract maintenance, legal fees and security services.
- Casualty and Liability: \$716K unfavorable, driven by settlements of several large claims.
- Purchased transportation: \$866K unfavorable due to increased trip volume.

B. LYNX Investment Policy

Lenny Antmann presented the quarterly investment report to the Finance Committee. Key points from the Investment Policy include:

- Fuel hedging is no longer permitted
- Permitted investments:
 - Local government surplus funds (SBA), limited to a maximum of 75% of overall portfolio.
 - U.S. Treasury securities
 - Interest-bearing Qualified Public Depositories (QPD)
- Quarterly reporting to Finance & Audit Committee, including performance benchmarks

LYNX \$100.3M investment allocation as of 7/31/25:

<i>Allocation</i>		<i>Avg Rate of Return</i>	<i>Benchmark</i>
8.1%	Master Bank Account - Chase	2.91 %	NA
71.8%	SBA Trust Funds <ul style="list-style-type: none"> • Budget Stabilization Fund • Catastrophic Claim Reserve • Insurance Reserve • Operating 	4.61 %	NA
20.1%	Treasury Investment Fund	4.12 %	3.91% 1yr. T-Bill 4.12% 6 mo. T-Bill (annualized)

8. Other Business

None

9. Adjourned

Meeting adjourned at 2:16 pm

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: **Orlando Rolon**
DIRECTOR OF RISK MANAGEMENT AND SAFETY
Brenda Atkinson
Technical Contact

Phone: 407.841.2279 ext: 6167

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

Date: 09/18/2025

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 a Third Party administrator for Workers' Compensation, Tort, Public Liability and Claims Subrogation. The contract term will be for an initial three (3) year term with two (2) one (1) year renewal options.

BACKGROUND:

The award of Contract 22-C34 to Cannon Cochran Management Services, Inc (CCMSI) became effective on December 20, 2021. The contract was awarded an initial three (3) years, with two (2) one (1) year options to manage all LYNX claims. The initial contract period expired on December 20, 2024, the board authorized the first one (1) year extension which will expire on December 20, 2025.

The current contract includes services provided by CCMSI as follows:

Workers' Compensation Third Party Administrative Services:

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

LYNX Finance & Audit Committee Agenda

Tort, Subrogation and Public Liability Third Party Administrative Services:

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2026 Proposed Operating Budget includes \$380,000 Professional Services related to the administrative services of claims.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

From: Aubrey Moses
DIRECTOR OF MAINTENANCE
Aubrey Moses
Technical Contact

Phone: 407.841.2279 ext: 6105

Item Name: Authorization to Exercise the First Option Year of Contract 23-C12 to Bridgestone Americas Tire Operations, LLC for Transit Bus Tire Leasing Service and Increase the Not to Exceed (NTE) Amount to \$2,800,000

Date: 09/18/2025

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 23-C12 with Bridgestone Americas Tire Operations, LLC for transit bus tire leasing services and increase the not to exceed (NTE) amount to \$2,800,000.

BACKGROUND:

On August 25, 2022 the LYNX Board of Directors, on Consent Agenda Item 6.A.iii., approved the award of Contract 23-C12 to Bridgestone Americas Tire Operations, LLC for three (3) years with the option for two (2) one (1) year terms for a total not to exceed amount of \$1,700,000 for the initial three (3) year term. The initial three (3) year term expires on September 30, 2025 and option year one (1) will extend the contract to September 30, 2026.

The LYNX Vehicle Maintenance Division maintains a fleet of 324 transit buses, the tires used on the buses are currently leased. It has been LYNX practice to lease tires due to the fact that by leasing tires it results in lower costs per tire mile. Additionally, the costs of procuring and maintaining tire inventory and the tire disposal are avoided. LYNX has continually monitored the market, reviewing the benefits of leasing versus buying transit bus tires and it has been proven that leasing produces the greater benefit.

LYNX Finance & Audit Committee Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2026 Proposed Operating Budget includes \$837,083 for transit bus tire leasing services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

From: Aubrey Moses
DIRECTOR OF MAINTENANCE
Kenneth Nath
Technical Contact

Phone: 407.841.2279 ext: 6105

Item Name: Authorization to Exercise the Second Option Year of Contract 22-C86 with Gillig LLC for the Provision of Voith Transmissions and Increase the Not to Exceed (NTE) Amount to \$540,000

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of contract 22-C86 with Gillig LLC for the provision of Voith X-Change transmissions and increase the not to exceed (NTE) amount to \$540,000.

BACKGROUND:

On July 28, 2022, the LYNX Board of Directors approved the award of Contract 22-C86 to Gillig, LLC for the provision of Voith X-Change transmissions used on transit buses for two (2) years with three (3) one (1) year options with a not to exceed amount of \$475,000. The first-year term of Contract 22-C86 expires on September 22, 2025.

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 for the completion of this contract (Race Neutral).

FISCAL IMPACT:

The FY2026 Proposed Operating Budget includes \$280,000 for transmissions for transit buses.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

From: David Burrowes
CHIEF OPERATIONS OFFICER
Kimberly Frye
Technical Contact
Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6161

Item Name: Authorization to Execute Transportation Disadvantaged Coordination
Contracts with Human Service Agencies for FY2026

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO), those designated by the CEO, and members of the Mobility Services Department be authorized to enter into Transportation Disadvantaged Coordination Contracts with human services agencies, local public bodies, non-profit agencies and other eligible providers pursuant to the LYNX Transportation Disadvantaged Service Plan (TDSP).

BACKGROUND:

The Central Florida Regional Transportation Authority, dba LYNX serves as the Community Transportation Coordinator (CTC) for Orange, Osceola, and Seminole Counties. As referenced in the TDSP, LYNX has the responsibility to coordinate transportation through human service agencies with available resources to assist in providing direct transportation to the disadvantaged community within the tri-county service area. Transportation Disadvantaged Coordination Contracts are provided to these agencies as evidence of their participation in the coordinated system which allows them to directly invoice state and federal funding sources for transportation services, when authorized by and in full compliance with state and federal funding sources.

LYNX Finance & Audit Committee Agenda

Coordinated Agencies:

Aspire Health Partners, Inc.	Osceola Mental Health Inc. dba Park Place Behavioral Health Care
Central Florida Group Homes, LLC	Primrose Center, Inc.
Crystal Lake supportive environment Inc	Seniors First, Inc.
Meals on Wheels, Etc., Inc.	Special Hearts Farm, Inc
Florida Mentor Health Care LLC	The Evangelical Lutheran Good Samaritan Society-Kissimmee Village
Osceola County Council on Aging, Inc.	The Opportunity Center, Inc.
Life Concepts, Inc d.b.a. Quest, Inc.	

Note: Additional agencies may be added throughout the fiscal year via the LYNX directly funded 5310 Vanpool Program managed by the Grant Department.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Transportation Disadvantaged Coordination Contracts have no monetary value and there is no fiscal impact to the Authority.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Amend the LYNX Deferred Compensation Plan to Add an Eligibility Condition for Catch-Up Contributions and Adoption of Resolution 25-007

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to add an eligibility condition for catch-up contributions under the LYNX Deferred Compensation Plan, effective as of January 1, 2026, and adoption of Resolution No. 25-007.

BACKGROUND:

Description of the Plan: The LYNX Deferred Compensation Plan ("Plan") provides an optional means for employees to save more for their retirement through tax-deferred elective deferrals from their wages. The Plan is generally available to all employees of LYNX, including those represented by the Amalgamated Transit Union AFL-CIO Local 1596 ("drivers/maintenance union") and Amalgamated Transit Union Local 1749 ("supervisors' union").

Proposed Plan Change: From time to time it may be necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans.

As permitted by applicable federal tax law, the Plan currently allows older eligible participants to voluntarily save more for their retirement by making additional elective deferrals to the Plan from their wages. These additional deferrals are known as "catch-up contributions." The different possible types of catch-up contributions are known as "regular catch-up contributions," "super catch-up contributions," and "special catch-up contributions."

LYNX Finance & Audit Committee Agenda

The Plan currently does not contain a Roth component, which would allow eligible participants to make elective deferrals and/or catch-up contributions on an after-tax basis. Rather, all participant contributions to the Plan are made on a pre-tax basis only.

The federal SECURE 2.0 Act of 2022 ("SECURE 2.0"), enacted on December 29, 2022, amended existing law to generally require that an eligible participant's catch-up contributions must be made only on a Roth basis if the eligible participant earned Social Security wages from LYNX in an amount greater than \$145,000 in the prior Plan year.¹ The threshold Social Security wage amount of \$145,000 will be annually indexed for inflation. Although this legal requirement originally had an effective date of January 1, 2024, in IRS Notice 2023-62 the IRS extended the mandatory implementation date to January 1, 2026.

SECURE 2.0 allows plan changes for compliance with mandatory SECURE 2.0 provisions to be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0.

Because the Plan does not currently contain a Roth component, there are three possible options for amending the Plan to comply with SECURE 2.0's mandatory requirement concerning "Rothification" of catch-up contributions:

Option #1 (Roth Model) – Add a Roth component to the Plan. Due to an existing federal tax law requirement known as the "universal availability requirement," the Roth component could not apply solely for the limited purpose of complying with the SECURE 2.0 Rothification requirement. Rather, all participants, regardless of the amount of their Social Security wages, would have to be allowed to make their regular elective deferrals and/or their catch-up contributions as Roth contributions, pre-tax contributions, or some combination of both. This would require significant payroll programming and compliance efforts by LYNX and would require significant participant education due to the added complexity of the choice of tax character for contributions. Further, Roth contributions are generally considered more favorable than pre-tax contributions when a participant expects to be in a higher income tax bracket in retirement than while working and the participant can afford to have lower take home pay while working. That is not expected be the case for the majority of LYNX employees.

Option #2 (No Roth Model) – Do not add a Roth component to the Plan; instead, prohibit Plan participants who earn Social Security wages greater than \$145,000 (indexed for inflation) from making catch-up contributions to the extent that the catch-up contributions would otherwise be subject to SECURE 2.0's Rothification requirement. It appears that from time to time, there would be at most a small number of LYNX employees who would be affected by this limitation.

Option #3 (No Catch-Ups Model) – Remove catch-up contributions from the Plan altogether. This is the simplest option to implement, but it would prevent the vast majority of LYNX's employees, who do not earn Social Security wages of more than \$145,000 (indexed for inflation), from having an opportunity to voluntarily save with catch-up contributions as they approach retirement.

LYNX Finance & Audit Committee Agenda

Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), notified LYNX that, effective as of January 1, 2026, Voya can implement any of the above three (3) options, at LYNX's election. Voya also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0, to reflect LYNX's election.

Fiduciary Review: The Administrative Committee for the Plan ("Committee") evaluated the pros and cons of the options and has recommended that LYNX elect option #2, the No Roth Model.

Collective Bargaining: As a preliminary point, it is not anticipated that there will be any collectively-bargained employees who will earn Social Security wages greater than \$145,000 (indexed for inflation). Therefore, the collectively-bargained employees are not expected to be impacted by the limitation under the No Roth Model that prevents only a few higher-paid employees from making catch-up contributions to the Plan. Additionally, the following is noted:

With respect to the Plan, the current collective bargaining agreement with the drivers/maintenance union merely provides that (i) LYNX is required to make a matching contribution to the LYNX Defined Contribution Plan for BU Employees based on minimum elective deferrals that certain employees choose to make to the Plan, and (ii) the menus of investment options for selection by participants in the Plan and the LYNX Defined Contribution Plan for BU Employees are required to be substantially similar. Since the proposed No Roth Model does not affect the minimum elective deferral opportunity under the Plan (nor the corresponding employer matching contribution to the LYNX Defined Contribution Plan for BU Employees), and does not affect the investment menu of the Plan, it does not require collective bargaining.

Under the current collective bargaining agreement with the supervisors' union, employees represented by that union participate in the Plan on the same terms and conditions that apply to the administrative employees generally. Further, under the current collective bargaining agreement with the supervisors' union, LYNX has the right to amend the Plan, and any Plan amendment that applies to all administrative employees will automatically also apply to all employees who are represented by that union. Since the proposed No Roth Model is a change that would apply to all administrative employees, it would automatically also apply to all employees represented by the supervisors' union, without the need for collective bargaining.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

No fiscal impact.

CFRTA RESOLUTION NO. 25-007

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX)
TO AMEND THE LYNX DEFERRED COMPENSATION PLAN
TO ADD AN ELIGIBILITY CONDITION FOR CATCH-UP CONTRIBUTIONS**

WHEREAS, LYNX, as the sponsoring employer, previously established the LYNX Deferred Compensation Plan ("Plan") effective March 17, 1994, and last amended and restated the Plan's governing documents in their entirety effective January 1, 2022; and

WHEREAS, LYNX has the right to further amend the Plan at any time; and

WHEREAS, from time to time it is necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans; and

WHEREAS, as permitted by applicable law, the Plan currently allows older eligible participants to voluntarily save more for their retirement by making additional elective deferrals to the Plan from their wages, which additional deferrals are known as "catch-up contributions"; and

WHEREAS, the federal SECURE 2.0 Act of 2022 ("SECURE 2.0") was enacted on December 29, 2022; and

WHEREAS, SECURE 2.0 amended existing law to provide that certain catch-up contributions made by Plan participants who earned Social Security wages greater than \$145,000 (indexed for inflation) from LYNX in the prior Plan year must be made on a Roth (after-tax) basis; and

WHEREAS, the Plan does not contain a Roth component and LYNX does not wish to add one now; and

WHEREAS, it has been proposed that the Plan be amended, effective January 1, 2026, to provide that a Plan participant who earned Social Security wages greater than \$145,000 (indexed from inflation) from LYNX in the prior Plan year will not be eligible to make catch-up contributions to the Plan if those catch-up contributions would be required to have Roth character under SECURE 2.0; and

WHEREAS, the aforementioned proposed Plan amendment is referred to as the "No Roth Model amendment"; and

WHEREAS, SECURE 2.0 allows plan changes for compliance with mandatory SECURE 2.0 provisions to be adopted by a plan sponsor and then subsequently documented in

written amendments to the governing plan documents within the time period allowed under SECURE 2.0; and

WHEREAS, Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), notified LYNX that, as of January 1, 2026, Voya can implement the No Roth Model amendment under the Plan; and

WHEREAS, Voya also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0, to document the No Roth Model amendment; and

WHEREAS, LYNX wishes to implement the No Roth Model amendment to the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The No Roth Model amendment to the LYNX Deferred Compensation Plan, is hereby ratified and approved such that, effective January 1, 2026, a Plan participant who earned Social Security wages greater than \$145,000 (indexed from inflation) from LYNX in the prior Plan year will not be eligible to make catch-up contributions to the Plan if those catch-up contributions would be required to have Roth character under SECURE 2.0.
2. The LYNX CEO is hereby authorized and directed to execute, for and on behalf of LYNX, the formal written amendment to the governing document for the LYNX Deferred Compensation Plan, reflecting the No Roth Model amendment, once Voya has produced such written amendment in good form.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.

CFRTA RESOLUTION NO. 25-007

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX)
TO AMEND THE LYNX DEFERRED COMPENSATION PLAN
TO ADD AN ELIGIBILITY CONDITION FOR CATCH-UP CONTRIBUTIONS**

4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

APPROVED AND ADOPTED this ____ day of _____, 2025 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chair

ATTEST:

Secretary

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Amend the LYNX Deferred Compensation Plan to Add Super Catch-Up Contributions and Adoption of Resolution No. 25-006

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to approve the addition of super catch-up contributions, effective retroactive to January 1, 2025, to the LYNX Deferred Compensation Plan and adoption of Resolution No. 25-006.

BACKGROUND:

Description of the Plan: The LYNX Deferred Compensation Plan ("Plan") provides an optional means for employees to save more for their retirement through tax-deferred elective deferrals from their wages. The Plan is generally available to all employees of LYNX, including those represented by the Amalgamated Transit Union AFL-CIO Local 1596 ("drivers/maintenance union") and Amalgamated Transit Union Local 1749 ("supervisors' union").

Proposed Plan Change: From time to time it may be necessary or desirable to amend the Plan to provide additional options to eligible participants.

As permitted by applicable federal tax law, the Plan currently allows eligible participants who turn age 50 or older in a Plan year to voluntarily save more for their retirement by making additional elective deferrals to the Plan from their wages. These additional deferrals are known as "catch-up contributions." The current IRS-specified limit on the dollar amount of catch-up contributions is \$7,500. The IRS adjusts this limit each year for inflation.

LYNX Finance & Audit Committee Agenda

The federal SECURE 2.0 Act of 2022 ("SECURE 2.0"), enacted on December 29, 2022, amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0.

One of the optional changes permitted by SECURE 2.0, effective as of January 1, 2025, is to allow eligible participants who turn age 60, 61, 62, or 63 in a Plan year to voluntarily save more for their retirement by making catch-up contributions in a total amount greater than \$7,500. This new option is known as "super catch-up contributions." The current IRS-specified limit on the dollar amount of super catch-up contributions is \$11,250 (rather than \$7,500). The IRS will adjust this limit each year for inflation.¹

Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), notified LYNX that, as of January 1, 2025, it implemented super catch-up contributions for all plans on Voya's platform, including the Plan, which have the catch-up contribution provision. Voya also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0.

LYNX's current and future payroll software providers notified LYNX that, as of January 1, 2025, they were able to accommodate super catch-up contribution elections by eligible Plan participants.

Fiduciary Review: The Administrative Committee for the Plan ("Committee") was made aware of Voya's anticipated implementation of catch-up contributions and corresponding LYNX payroll system capabilities. The Committee had no objections to the implementation because super catch-up contributions are a desirable Plan design feature to allow older eligible Plan participants to voluntarily save more as they approach retirement.

Collective Bargaining: With respect to the Plan, the current collective bargaining agreement with the drivers/maintenance union merely provides that (i) LYNX is required to make a matching contribution to the LYNX Defined Contribution Plan for BU Employees based on minimum elective deferrals that certain employees choose to make to the Plan, and (ii) the menus of investment options for selection by participants in the Plan and the LYNX Defined Contribution Plan for BU Employees are required to be substantially similar. Since the proposed addition of super catch-up contributions does not affect the minimum elective deferral opportunity under the Plan (nor the corresponding employer matching contribution to the LYNX Defined Contribution Plan for BU Employees), and does not affect the investment menu of the Plan, it does not require collective bargaining.

Under the current collective bargaining agreement with the supervisors' union, employees represented by that union participate in the Plan on the same terms and conditions that apply to the administrative employees generally. Further, under the current collective bargaining agreement with the supervisors' union, LYNX has the right to amend the Plan, and any Plan amendment that applies to all administrative employees will automatically also apply to all

LYNX Finance & Audit Cmmittee Agenda

employees who are represented by that union. Since the proposed addition of super catch-up contributions to the Plan is a change that would apply to all administrative employees, it would automatically also apply to all employees represented by the supervisors' union, without the need for collective bargaining.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

No fiscal impact.

CFRTA RESOLUTION NO. 25-006

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX)
TO AMEND THE LYNX DEFERRED COMPENSATION PLAN
TO ADD SUPER CATCH-UP CONTRIBUTIONS**

WHEREAS, LYNX, as the sponsoring employer, previously established the LYNX Deferred Compensation Plan ("Plan") effective March 17, 1994, and last amended and restated the Plan's governing documents in their entirety effective January 1, 2022; and

WHEREAS, LYNX has the right to further amend the Plan at any time; and

WHEREAS, from time to time it is necessary or desirable to amend the Plan in light of changes to applicable law governing retirement plans; and

WHEREAS, as permitted by applicable law, the Plan currently allows eligible participants who turn age 50 or older in a Plan year to voluntarily save more for their retirement by making additional elective deferrals to the Plan from their wages, which additional deferrals are known as "catch-up contributions"; and

WHEREAS, the current IRS-specified limit on the dollar amount of catch-up contributions is \$7,500, which limit the IRS adjusts each year for inflation; and

WHEREAS, the federal SECURE 2.0 Act of 2022 ("SECURE 2.0") was enacted on December 29, 2022; and

WHEREAS, SECURE 2.0 amended existing law to allow certain optional changes to retirement plans, which optional changes may be adopted by a plan sponsor and then subsequently documented in written amendments to the governing plan documents within the time period allowed under SECURE 2.0; and

WHEREAS, one of the optional changes permitted by SECURE 2.0, beginning as of January 1, 2025, is to allow eligible participants who turn age 60, 61, 62, or 63 in a Plan year to voluntarily save more for their retirement by making catch-up contributions in a total amount greater than \$7,500, which contributions are known as "super catch-up contributions"; and

WHEREAS, the current IRS-specified limit on the dollar amount of super catch-up contributions is \$11,250 (rather than \$7,500), which limit the IRS will adjust each year for inflation; and

WHEREAS, Voya Retirement Insurance and Annuity Company, the Plan's current recordkeeper and governing plan document provider ("Voya"), notified LYNX that, as of

January 1, 2025, it implemented super catch-up contributions for all plans on Voya's platform, including the Plan, which have the catch-up contribution provision; and

WHEREAS, Voya also notified LYNX that Voya will prepare a formal amendment to the Plan's governing document in the future, for LYNX's execution, within the time period allowed under SECURE 2.0; and

WHEREAS, LYNX's current and future payroll software providers notified LYNX that, as of January 1, 2025, they were able to accommodate super catch-up contribution elections by eligible Plan participants; and

WHEREAS, implementing super catch-up contributions is desirable because it allows older eligible Plan participants to voluntarily save more as they approach retirement; and

WHEREAS, LYNX wishes to implement super catch-up contributions in the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The amendment to the LYNX Deferred Compensation Plan to implement super catch-up contributions, effective retroactive to January 1, 2025, is hereby ratified and approved.
2. The LYNX CEO is hereby authorized and directed to execute, for and on behalf of LYNX, the formal written amendment to the governing document for the LYNX Deferred Compensation Plan, reflecting the addition of super catch-up contributions, once Voya has produced such amendment in good form.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.

CFRTA RESOLUTION NO. 25-006

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX)
TO AMEND THE LYNX DEFERRED COMPENSATION PLAN
TO ADD SUPER CATCH-UP CONTRIBUTIONS**

4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

APPROVED AND ADOPTED this ____ day of _____, 2025 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chair

ATTEST:

Secretary

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iv

To: LYNX Finance & Audit Committee

From: Michelle Daley
DIRECTOR OF FINANCE
Holly Zeszutko
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Transfer Two (2) Retired Turtle Top Cutaway Buses to Escuela de Bomba y Plena Tata Cepeda

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer two (2) retired paratransit Turtle Top cutaway buses to Escuela de Bomba y Plena Tata Cepeda.

BACKGROUND:

Escuela de Bomba y Plena Tata Cepeda has expressed an interest in receiving two (2) LYNX retired paratransit vehicles to transport low to moderate income students to different Afro-Puerto Rican cultural events and presentations. LYNX staff has received the IRS documentation that Escuela de Bomba y Plena Tata Cepeda is a qualified 501(c)(3) with public charity status 501(a)(2).

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval to waive or transfer any outstanding obligation associated with the vehicles and the related components, which are currently valued at \$0. Upon Board of Directors approval, LYNX staff will continue to work with Escuela de Bomba y Plena Tata Cepeda to facilitate the transfer of the vehicles. If the transfer of the vehicles is not successful, LYNX staff will then include it in the upcoming public auction.

LYNX Finance & Audit Committee Agenda

Vehicle Profile

Acquisition Date	Acquisition Value	Class	LYNX Asset ID	Description	VIN	System Number	Net Book Value
7/3/2018	\$78,407	RV	171132	2018 Turtle Top Paratransit Bus	1FDFE4FS7HDC57569	20896	\$0
11/30/2018	\$78,407	RV	171138	2018 Turtle Top Paratransit Bus	1FDFE4FS7HDC58883	21142	\$0

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the two (2) revenue vehicles and components is \$0.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. v

To: LYNX Finance & Audit Committee

From: Michelle Daley
DIRECTOR OF FINANCE
Holly Zeszutko
Technical Contact

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Transfer Sixteen (16) Computers to The Christian Tech Center Ministries, Inc.

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer sixteen (16) computers to The Christian Tech Center Ministries, Inc.

BACKGROUND:

LYNX staff has identified sixteen (16) Computers for retirement. The Christian Tech Center Ministries, Inc. has expressed an interest in receiving the LYNX retired Computers to provide free technology services to out of work individuals, under privileged families, and socially disadvantaged communities. The Christian Tech Center Ministries, Inc. has provided the IRS for showing their designation as an exempt organization under IRC Section 501(c)(3).

Prior to being transferred, auctioned or disposed, all computer equipment are erased of any data.

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval in order to waive or transfer any outstanding obligation associated with the computers which is currently valued at \$0. Upon Board of Directors approval, LYNX staff will continue to work with The Christian Tech Center Ministry. If the transfer of the computers is not successful, LYNX staff will then include them in the upcoming public auction.

LYNX Finance & Audit Committee Agenda

Asset Profile

Acquisition Date	Acquisition Value	Class	Company Asset Number	Description	Mfg Serial No	System Number	Net Book Value As 06-11-2025
11/30/2013	1610.01	FE	11724	DELL 9020 COMPUTER	7HL9Z1	16961	\$0.00
05/27/2011	3919.4	CE	9688	Dell T7500 Workstation		13792	\$0.00
03/31/2014	1529.32	CE	12066	DELL OPTIPLEX 9020	BPPWH02	17328	\$0.00
02/08/2017	1575.94	FE	14801	Dell 7040 Computer	D3V5DH2	20028	\$0.00
02/08/2017	1575.94	FE	14796	Dell 7040 Computer	D3S4DH2	20033	\$0.00
02/08/2017	1575.94	FE	14790	Dell 7040 Computer	D3R6DH2	20039	\$0.00
04/25/2018	1660.85	FE	14812	Dell 7050 Desktop Computer	4WR4CP2	20720	\$0.00
02/08/2017	1575.94	FE	14808	Dell 7040 Computer	D3R9DH2	20022	\$0.00
04/25/2018	1660.85	FE	14813	Dell 7050 Desktop Computer	4WQWMN2	20719	\$0.00
03/04/2017	1575.94	FE	14859	DELL 7040 Computer	4T9DDH2	20088	\$0.00
04/25/2018	1660.85	FE	14814	Dell 7050 Desktop Computer	4WR5CP2	20718	\$0.00
12/20/2016	1474.1	FE	13981	Dell 7040 Computer	JHSJND2	19792	\$0.00
12/20/2016	1474.1	FE	13969	Dell 7040 Computer	JHRDND2	19780	\$0.00
03/04/2017	1575.94	FE	14840	DELL 7040 Computer	4T8BDH2	20069	\$0.00
04/25/2018	1660.85	FE	14815	Dell 7050 Desktop Computer	4WR6CP2	20717	\$0.00
03/04/2017	1575.94	FE	14853	DELL 7040 Computer	4T7FDH2	20082	\$0.00

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the sixteen (16) computers and components is \$0.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. vi

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Myles O'Keefe
Technical Contact
Patricia Whitton
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Authorization to Enter into an Amendment to the Interlocal Agreement with Orange County for the International Drive Transit Project

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to approve:

1. An Amendment to the Interlocal Agreement with Orange County for the International Drive Transit Project increasing the reimbursable amount from Orange County to LYNX for transit planning professional services from \$2,100,000 to \$2,255,715; and
2. A termination of the existing Memorandum of Agreement for the International Drive Transit Project which is now duplicative of and will be fully addressed by the terms of the Interlocal Agreement.

BACKGROUND:

In 2021, Orange County completed the International Drive Transit Feasibility and Alternative Technology Assessment (TFATA). The project evaluated the potential of implementing a premium transit circular operating within the International Drive District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive.

To support the next steps of the International Drive Transit Project, LYNX and Orange County entered into a Memorandum of Agreement (MOA) on June 21, 2022 for LYNX to provide in-kind transit planning services to Orange County. LYNX, as the designated recipient for Federal Transit Administration (FTA) funds for the Central Florida region, will serve as the project lead

LYNX Finance & Audit Committee Agenda

for the procurement of professional consultant services to advance the International Drive Transit Project. A second MOA was signed on March 26, 2024 to identify the in-kind services that LYNX would provide to procure and manage the transit project.

LYNX and Orange County entered into an Interlocal Agreement (ILA) on December 3, 2024 to build upon the March 26, 2024 MOA and identify the specific terms and conditions of the in-kind and reimbursable services that will be provided by LYNX. These terms and conditions include: (i) LYNX procuring a third-party professional consultant; (ii) that the consultant be directed to prepare a Phase 1 Class of Action Request to the FTA; (iii) that if the parties elect to proceed with an optional Phase 2 of the project, the consultant will be directed to prepare a NEPA assessment and preliminary design up to 30 percent; and (iv) that the County will provide up to \$2.1 million of reimbursement for the procured consulting services. The ILA now fully incorporates the terms of the MOA and renders the MOA redundant.

On January 23, 2025, the LYNX Board of Directors authorized staff to begin the contract negotiations process with WSP USA for professional services for the International Drive Transit Project NEPA, Preliminary Engineering, and FTA Small Starts Project Development (RFP 24-R12). This Amended Interlocal Agreement between LYNX and Orange County reflects an updated reimbursable amount of \$2,255,715 for the procured consulting services to reflect the negotiated contract fee agreement.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

There is no fiscal impact for LYNX for this Interlocal Agreement with Orange County. LYNX will be reimbursed by Orange County per the MOA for any expenses incurred.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. vii

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Myles O'Keefe
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Authorization to Enter into a Memorandum of Understanding with the Greater Orlando Aviation Authority for Bus Transfer Facility Planning

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and approve a Memorandum of Understanding with the Greater Orlando Aviation Authority (GOAA) to set up the terms and conditions by which LYNX and GOAA plan to coordinate efforts and develop feasibility studies to support a bus transfer facility at MCO Intermodal Facility.

BACKGROUND:

In 2023, the Florida Department of Transportation (FDOT) awarded LYNX with a discretionary grant under the Intermodal Program for \$510,000 to complete a feasibility study, National Environmental Policy Act (NEPA) assessment, and preliminary design to prepare for the relocation of LYNX's bus transfer facility from the Orlando International Airport's Terminal A to the new Terminal C Intermodal Facility. LYNX and GOAA staff meet monthly with FDOT to coordinate on this and related projects. As GOAA advances its own transportation plans and capital projects the potential site for LYNX's bus transfer facility has shifted but remains near the Intermodal Facility.

This MOU establishes the terms and conditions under which LYNX and GOAA will coordinate their efforts to conduct feasibility studies and negotiate a ground lease agreement for the development of a consolidated transit terminal at MCO. The MOU serves as a framework for both parties to gather necessary information and complete due diligence to support the project.

LYNX Finance & Audit Committee Agenda

The consolidated transit terminal will be developed to provide direct connectivity to Brightline, Terminal C and future transit services through the Intermodal Facility. The new facility will replace LYNX's current stops located on the commercial curb at Terminal A to improve operating efficiency and passenger experience.

LYNX will leverage the FDOT Intermodal Grant to conduct a feasibility study to determine viability of the site, including vehicle access and utility infrastructure. This work will yield a conceptual site plan, to be agreed upon by GOAA. Simultaneously, GOAA will conduct a Mobility Corridor Feasibility Study to support LYNX's access through MCO property and to the new consolidated transit terminal.

Following the feasibility studies, LYNX and GOAA will coordinate the completion of the necessary NEPA review documentation and approvals, an update to the Airport Layout Plan, and consent from the Federal Aviation Administration.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The Florida Department of Transportation (FDOT) is providing a grant to cover all expenses for this project, therefore there is no financial impact to LYNX.

MEMORANDUM OF UNDERSTANDING

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, D/B/A LYNX, a Florida body politic and corporate, duly created, organized and existing under and by the virtue of , 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”), or its assigns, and the GREATER ORLANDO AVIATION AUTHORITY, an independent special district and agency of the City of Orlando created, organized, and existing under the laws of the State of Florida (“Aviation Authority”), hereby enter into this Memorandum of Understanding (“MOU”) as of the ____ day of _____, 2025 (the “Effective Date”):

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Operation and Use Agreement dated August 31, 2015, as amended, with the City of Orlando (hereinafter referred to as "City"), the Aviation Authority exclusively controls, operates, and maintains airports in Orange County, State of Florida, known as Orlando International Airport (MCO) and Orlando Executive Airport (ORL) (hereinafter referred to as the "Airport"); and

WHEREAS, LYNX is the public transit authority which provides public transit services to approximately 18.5 million riders annually, with a fleet of over 290 fixed route buses and more than 150 paratransit buses, in the City of Orlando, Orange, Osceola, Seminole Counties and some portions of Polk and Lake Counties, including service to MCO; and

WHEREAS, the Aviation Authority operates the Intermodal Facility located at Terminal C at MCO which includes an area of land at least three (3) feet below the Terminal Link and Brightline viaducts and of an area that is approximately 2 acres where a proposed LYNX Project, defined below, may be developed as preliminarily shown on Exhibit “A” (the “Transit Terminal Land”); and

WHEREAS, the Aviation Authority desires to investigate a multimodal corridor within MCO, as shown on Exhibit “B” (the “Multimodal Corridor”) that could provide an alternative route to LYNX and other limited users to gain access more directly to the Intermodal Facility with the additional benefit of relieving congestion on Jeff Fuqua Boulevard; and

WHEREAS, LYNX desires to develop a consolidated transit terminal at MCO to provide direct connectivity to the future SunRail Commuter Rail Connection, to the existing Brightline High Speed Rail, and to MCO through the Intermodal Facility on the Transit Terminal Land (“Project”); and

WHEREAS, the Project would replace LYNX’s current use of the commercial curb at Terminals A and would consist of driveways, bus slips, signage, horizontal passenger circulation

within the Project and vertical passenger circulation to the Intermodal Facility transfer level to provide full connectivity to Terminal C via the passenger bridge and Terminals A and B via the Terminal Link; and

WHEREAS, the Aviation Authority and LYNX wish to utilize this MOU to set forth a framework to provide LYNX and the Aviation Authority with an opportunity to obtain the necessary information and complete due diligence to allow the parties to fully negotiate a definitive ground lease agreement and any associated agreements or licenses necessary to support the Project and the Multimodal Corridor, subject to the terms herein.

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

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Purpose.** The purpose of this MOU is to set up the terms and conditions by which the Aviation Authority and LYNX plan to coordinate efforts and develop feasibility studies to allow the parties to fully negotiate a ground lease agreement for the Project.
3. **Issues.** The parties agree to use good faith efforts to resolve the following issues in the following phases:

(a) Feasibility Study Phase.

- a. **LYNX.** On even date with the execution of this MOU the Aviation Authority shall provide a due diligence license to LYNX to allow it access to the Transit Terminal Land, including any areas required to investigate the feasibility of the Project, including the access and utility infrastructure needed, and to complete any due diligence LYNX determines is necessary (the “Due Diligence License”). The Due Diligence License shall be for a term of one hundred eighty (180) days (the “DD Term”) and shall be on the approved Aviation Authority form, a copy of which is attached hereto as Exhibit “C.” During the DD Term, LYNX shall undertake a Feasibility Study as outlined in the attached “Exhibit “D.” At the conclusion of the DD Term, LYNX shall provide the Aviation Authority with a copy of any surveys, reports and studies conducted on Transit Terminal Land. The Due Diligence License is specifically subject to all requirements from Brightline Trains Florida, LLC (“Brightline”) and Crystal Movers Services, Inc. (“Crystal Movers”) for work completed in the safety envelope for Brightline and the Terminal Link, respectively.
- b. **Aviation Authority.** During the DD Term the Aviation Authority shall undertake a Mobility Corridor Feasibility Study as outlined in the attached Exhibit “E.” The purpose of which is to determine the Multimodal Corridor selection and input to the LYNX Project for connectivity through MCO to the Intermodal Facility. The Mobility Corridor Feasibility Study shall address the proposed cost to construct and operate the Multimodal Corridor to allow the Parties to discuss Terms for use of

same by LYNX.

(b) **Site Plan and Project Investigation Phase.**

- a. **LYNX Project Site Plan.** The Parties recognize that the Project Site Plan will be the basis for all aspects of the negotiations as to the Project. As such, the Parties agree to work together to agree upon a conceptual Project site plan which shall include at a minimum the proposed acreage of the project, the layout of the Project, the proposed heights of the buildings, structures, lights, a stormwater plan, the Access Plan (defined below), and the Utility Plan (defined below) (the “Project Site Plan”). The Aviation Authority will review said Project Site Plan and provide an initial round of comments to the Project Site Plan and the parties shall continue to work together to refine the Project Site Plan until such a time it is acceptable to both Parties. The Parties shall endeavor to agree upon the Project Site Plan within one hundred twenty (120) days of the expiration of the DD Term.
- b. **Aviation Authority Multimodal Corridor Site Plan.** The Parties recognize that the Multimodal Corridor Site Plan, defined below, will be the basis for all aspects of the negotiations as to the Multimodal Corridor. As such, the Parties agree to work together to agree upon a conceptual Multimodal Corridor Site Plan which shall include at a minimum the proposed acreage of the Multimodal Corridor, the layout of the Multimodal Corridor, the proposed heights of the structures, lights, and a stormwater plan, (the “Multimodal Corridor Site Plan”). The Parties shall endeavor to agree upon the Multimodal Corridor Site Plan within one hundred twenty (120) days of the expiration of the DD Term.
- c. **Access Plan.** Access to the Transit Terminal Land and the Multimodal Corridor is subject to prior agreements with Brightline and Crystal Movers as to the train operations existing as well as the circulation plan for the Intermodal Facility deliveries, emergency ingress and egress, and other limitations. The Parties shall work together in finalizing an access plan which is to include a proposed roadway cross section, limits of said roadway construction, phasing of roadway construction, and identify all work to provide proper connectivity to Jeff Fuqua Boulevard or an independent bus rapid transit corridor on MCO all with the goal of minimal impacts to current MCO operations. (the “Access Plan”). Utilizing the Access Plan, the Parties shall determine the framework for necessary agreements to effectuate the Access Plan.
- d. **Utility Plan.** LYNX shall create a utility plan which is to include current location of major utilities such as water, sewer, power, data, and reclaimed water, the sizing of same, and plan for extension and/or upsizing of said utilities to provide adequate service to the Project (the “Utility Plan”). The Aviation Authority shall cooperate with LYNX and utility providers in the creation of said Utility Plan and LYNX shall, to the greatest extent possible not impact existing utilities servicing the Intermodal Facility or Terminal C.

- e. Stormwater. The Transit Terminal Land is subject to an existing South Florida Water Management District (“SFWMD”) permit. LYNX shall work with the Aviation Authority and its consultants during the DD Term to define any necessary modifications required to the existing SFWMD permit and any impacts it may have on the Aviation Authority and how said impacts will be addressed. LYNX acknowledges that it will be a co-permittee with the Aviation Authority on any SFWMD permit modification for the Project.
 - f. Development Schedule. The Parties shall endeavor to create time frames for the design, engineering, permitting, and construction of the Project and the Multimodal Corridor.
 - g. NEPA Approvals. The Project is grant funded by LYNX which will require National Environmental Policy Act (“NEPA”) review and approval for funding and will be located on MCO which will require an update to the Airport Layout Plan (ALP) and a consent from the Federal Aviation Administration (“FAA”) pursuant to the FAA Land Use Policy, both of which will trigger NEPA review by the FAA. The Multimodal Corridor will require an ALP update which triggers NEPA review. The Parties shall work together to coordinate NEPA reviews with the goal of limiting the same to the minimum necessary review for approval.
 - h. FAA Approvals. During the DD Term LYNX shall provide projected ridership information and planned routes for analysis by the Aviation Authority in connection with the FAA Revenue Use Policy. To the extent that riders are not originating or terminating at MCO, a per passenger fee may be required. The Parties agree to work cooperatively to agree upon terms that will satisfy the FAA Revenue Use Policy. Additionally, LYNX acknowledges that the height of the Project is limited by existing Part 77 airspace surfaces and will be required to obtain air space approvals from the FAA for all development on the Transit Terminal Land.
- (c) **Term Sheet Phase**. In the event LYNX and the Aviation Authority determines that the Project and/or the Multimodal Corridor is feasible, and the parties have agreed upon a conceptual Project Site Plan and Multimodal Corridor Site Plan, the parties shall move to finalizing a Term Sheet to outline the ground lease terms and identify other necessary agreements for the Project and the Multimodal Corridor.
- a. Use. The parties shall define in sufficient detail the allowable uses of the Project, which shall be for the movement of airline passengers and baggage, and airport employees.
 - b. Premises. The parties shall define the final Transit Terminal Land.
 - c. Minimum Investment. The Parties shall negotiate the minimum investment for the Project.
 - d. Term. Based on the minimum investment and use, the Parties shall negotiate the maximum term of the Lease and the structure of the Term.
 - e. Ground Rent. The Aviation Authority will obtain a fair market value appraisal of the Transit Terminal Land to determine its fair market annual rental valuation.
 - f. Rider Fee. The parties shall work together based upon the proposed routes and

ridership for same to include terms, which may include a per passenger fee, which satisfies the FAA Revenue Use Policy.

- g. Development and Operation of the Multimodal Corridor. If the Multimodal Corridor is desired by both Parties, the ground lease will include terms (1) on which party is designing, engineering, permitting and construction the Multimodal Corridor, (2) how the construction and operation of the Multimodal Corridor is funded, (3) which party is responsible for maintenance of the Multimodal Corridor, and (4) any specific use terms related to the Multimodal Corridor.
 - h. Additional Terms:
 - i. Rent Commencement: The earlier to occur of (i) issuance of a certificate of occupancy for the Project or (ii) twenty-four (24) months from the Effective Date of the lease.
 - ii. Absolute Triple Net Lease. LYNX shall be responsible for maintenance, taxes, and insurance for the Project.
 - iii. Environmental. The Aviation Authority shall provide a baseline environmental report at least sixty (60) days prior to the lease effective date. The baseline report will establish the environmental condition of the Transit Terminal Land at the time of lease. LYNX will be responsible for providing an exit environmental baseline report within sixty (60) days of expiration of the lease. Any contamination identified on the exit baseline report not noted on the Aviation Authority baseline report will be the responsibility of LYNX.
 - iv. Additional Terms to be included:
 - 1. Surety Bonds.
 - 2. FAA Provisions.
 - 3. Insurance.
 - 4. Ground Rent Escalation.
 - 5. Signage.
 - 6. Deferred Maintenance/Inspection.
 - 7. Disposition of improvements at expiration of lease.
4. **Effective Date**. The effective date of this MOU is the date that the last party executes this MOU.
5. **Agreement Term**. This MOU shall be in place for eighteen (18) months from the Effective Date while the parties negotiate binding agreements resulting in the infrastructure and development set forth in Section 3.
6. **Liability**. This MOU is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have

any contractual obligation to the other with respect to the matters referred herein unless and until a definitive lease agreement has been approved by the Aviation Authority at a publicly noticed meeting and been fully executed and delivered by the parties. The parties agree that this MOU is not intended to create any agreement or obligation by either party to negotiate a definitive lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitations any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed lease agreement, and without any liability to the other party, either party may propose different terms from those summarized herein.

7. **Governing Law and Venue.** This MOU shall be construed in accordance with the laws of the State of Florida. The venue for any legal or administrative proceedings regarding this MOU shall be exclusively in Orange County, Florida.
8. **Assignment.** Neither party may assign or transfer the responsibilities or agreement made herein without the express written approval of the other party.

Acknowledgement by the Company and the Authority:

_____	_____	_____
Central Florida Regional Transportation Authority, d/b/a LYNX	Title	Date
_____	_____	_____
Greater Orlando Aviation Authority	Title	Date

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE CITY
OF ORLANDO, ONLY, THIS ____ DAY OF
_____, 2025.

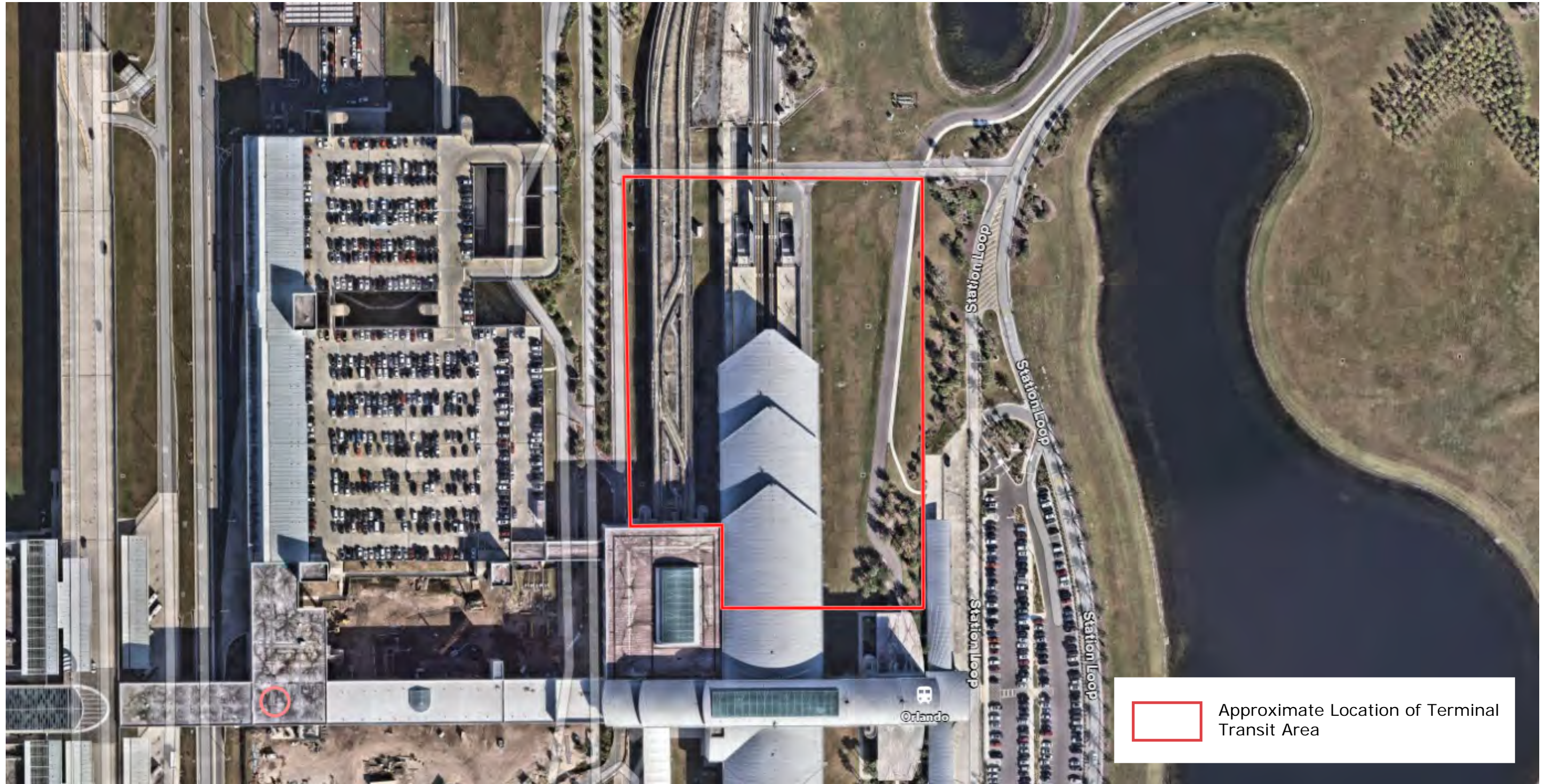
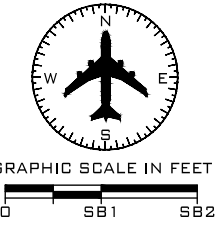
C.J. Wilson Law, P.A., Counsel

By: _____
Christopher J. Wilson, Esq.

EXHIBIT “A”
[Transit Terminal Land]

Terminal Transit Land

5/25/2025
SHEETS 1 OF 1



Approximate Location of Terminal
Transit Area

EXHIBIT “B”

[Multimodal Corridor]



Approximate Location of
Mobility Corridor

EXHIBIT “C”

[Due Diligence License]

PROPERTY ACCESS LICENSE AGREEMENT

This **PROPERTY ACCESS LICENSE AGREEMENT** (“License”) is made and entered into as of the Effective Date (as defined below) by and between **GREATER ORLANDO AVIATION AUTHORITY**, a public body existing under the laws of the State of Florida (the “AUTHORITY”), and **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, D/B/A LYNX**, a Florida body politic and corporate, duly created, organized and existing under and by the virtue of , Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (“LICENSEE”).

RECITALS:

WHEREAS, AUTHORITY controls and operates certain property situated in Orange County, Florida, as more particularly known as the Orlando International Airport (the “Airport”); and

WHEREAS, LICENSEE and AUTHORITY are currently negotiating a term sheet and ground lease for a consolidated bus transit facility at the Intermodal Facility; and

WHEREAS, Licensee has requested access to conduct certain due diligence over the proposed lease location, as depicted in red on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Parties hereby acknowledge and agree that this License shall be effective as of the last date on which the Authority or Licensee executes this License (“Effective Date”).

W I T N E S S E T H :

In consideration of the mutual covenants and agreements herein set forth, AUTHORITY and LICENSEE agree, and covenant as follows.

AUTHORITY, subject to the terms and conditions set forth herein, hereby grants the right and license to LICENSEE and its employees, contractors, subcontractors and agents (herein collectively also known as “LICENSEE”) to enter upon the Property in connection with the work it is doing for due diligence in support of its ground lease negotiations to include survey, Geotech, and environmental analysis, in accordance with all laws, codes, ordinances and all rules and regulations and requirements of authorities having jurisdiction over the Property (the “License”).

LICENSEE shall not unreasonably disturb any AUTHORITY operations on the Property or property adjoining the Property or damage any improvements which may be located on the

Property or property adjoining the Property and this License is specifically subject to and limited by requirements of Brightline Trains Florida, LLC and Crystal Movers Services, Inc. as to the existing and future rail operations above the Property. LICENSEE shall not permit the filing of any liens against the Property in connection with its activities contemplated herein. In the event a claim of lien is filed against the Property as a result of the work by or on behalf of LICENSEE, or as a result of other actions or omissions of LICENSEE, then LICENSEE shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Property within ten (10) days after the LICENSEE received notice from the AUTHORITY that the claim of lien has been filed. LICENSEE shall maintain worker's compensation coverage with Florida's statutory limit, commercial general liability (CGL) insurance with a minimum coverage of \$1,000,000, and commercial auto liability (CAL) insurance with a minimum of \$100,000 per incident/\$300,000 aggregate, which shall be maintained in accordance with AUTHORITY's Risk Management/Safety policies and procedures contained in the AUTHORITY's Policy and Procedure Manual, and shall be maintained with insurance companies that are insurers of internationally recognized reputation in the aviation market. LICENSEE's liability insurance shall name the AUTHORITY as an additional insured by endorsement to the CGL and CAL policies. LICENSEE shall cause its contractors, subcontractors, agents, licensees, and permittees accessing the Property to maintain insurance coverage in accordance with AUTHORITY's Risk Management/Safety policies and procedures contained in the AUTHORITY's Policy and Procedure Manual. Deductibles and/or self-insured retentions shall not exceed \$10,000. If the deductible is of "First Dollar Coverage Type" (paid by the insurer first) then a higher deductible may be used. LICENSEE shall furnish evidence of such insurance coverage prior to any contractor, subcontractor, agent, licensee, or permittee of LICENSEE entering upon the Property.

AUTHORITY makes no warranty or representation whatsoever as to the condition of the Property or any improvements which may be located thereon. LICENSEE's entry upon the Property shall be at LICENSEE's sole risk and expense, and the AUTHORITY shall assume no liability for such entry. LICENSEE hereby agrees that AUTHORITY assumes no responsibility whatsoever for injury to persons entering the Property, or damage to property brought in, or upon, the Property. LICENSEE shall be responsible for all claims, damages, actions, judgments, losses, liabilities, liens, costs or expenses of any nature (including without limitations costs, expenses, attorneys' and paralegals' fees) arising out of or in any way connected with LICENSEE's entry upon the Property and performance of any work on the Property by or on behalf of LICENSEE, except to the extent caused by the willful misconduct or gross negligence of AUTHORITY or the City of Orlando.

The License granted hereby shall expire one hundred eighty (180) days from the Effective Date hereof. This License agreement and the attendant privileges granted hereby may be revoked at any time by the AUTHORITY upon written notice to LICENSEE; provided, however, that LICENSEE's obligations to indemnify AUTHORITY as set forth herein shall survive such revocation. Upon termination or expiration this License agreement, LICENSEE, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of LICENSEE and restore any damage or disturbance to the Property caused by LICENSEE, provided however, that LICENSEE shall have no obligation to remove any improvements placed or installed on the Property by LICENSEE with approval of the AUTHORITY.

This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. This License contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this License shall be binding upon any of the parties hereto unless such amendment is in writing and executed by AUTHORITY and LICENSEE. The provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this License. Wherever under the terms and provisions of this License the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This License shall be interpreted under the laws of the State of Florida. The undersigned officer of LICENSEE hereby warrants and certifies to AUTHORITY that LICENSEE is a corporation in good standing and is authorized to do business in the State of Florida. The undersigned officer of LICENSEE hereby further warrants and certifies to AUTHORITY that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License by his or her signature thereto.

In acknowledgement and acceptance of the terms and conditions herein, the parties hereto have caused this License agreement to be executed as of the date set forth hereinbelow.

ATTEST:

AUTHORITY
THE GREATER ORLANDO
AVIATION AUTHORITY

By: _____
Print Name: _____
Title: Asst. Secretary

By: _____
Lance Lyttle
Chief Executive Officer

Date: _____, 2025

[Official Seal]

APPROVED AS TO FORM AND LEGALITY on
this ____ day of _____, 2025 for the use and
reliance of the Greater Orlando Aviation Authority,
only.
C.J. Wilson Law, P.A., Counsel

By: _____
Christopher J. Wilson, Esq.

LICENSEE

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, D/B/A
LYNX**

By:_____

Print Name:_____

Title:_____

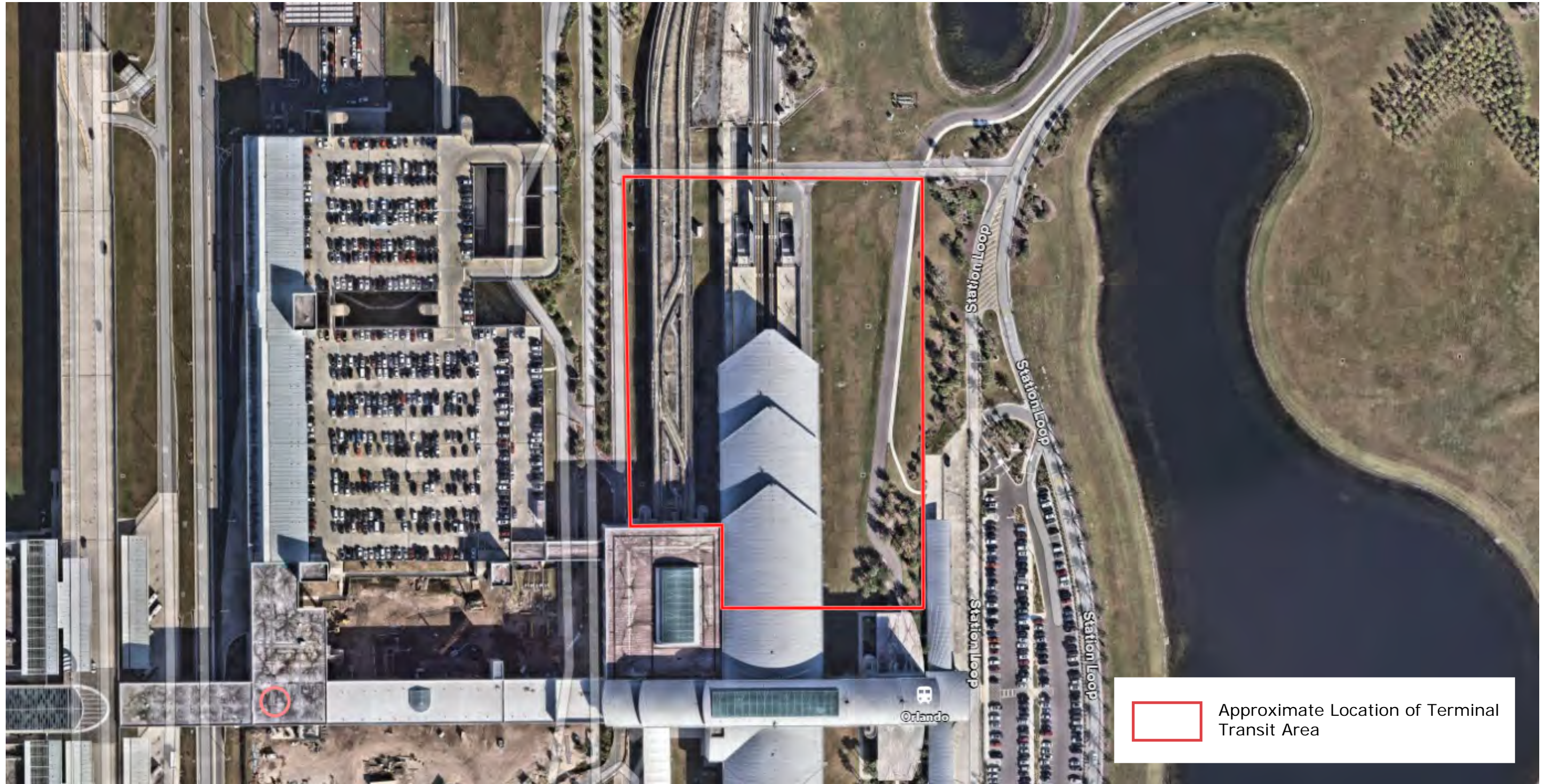
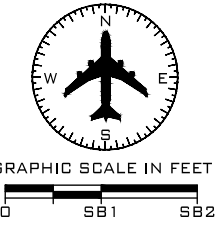
Date:_____

EXHIBIT “A”

[“Transit Terminal Land”]

Terminal Transit Land

5/25/2025
SHEETS 1 OF 1



Approximate Location of Terminal
Transit Area

EXHIBIT “D”

[LYNX Feasibility Study Scope]



DATE: January 30, 2025

TASK: Feasibility Study – LYNX Bus Transfer Station at MCO Intermodal Facility

GENERAL

LYNX as organized under the laws of the State of Florida, provides public transit services to approximately 18.5 million riders annually, with a fleet of over 290 fixed route buses and more than 150 paratransit buses. LYNX is a federally funded public transit system that provides fixed route and paratransit service to the City of Orlando, Orange, Osceola, Seminole Counties and some portions of Polk and Lake Counties.

LYNX serves the region covering over 2,500 square miles of service area, from one central operations control center, the LYNX Operations Center (LOC,) located at 2500 LYNX Lane in Orlando, Florida; one administrative headquarters building, and adjacent major transit center located at 455 N. Garland Avenue, Orlando, Florida. LYNX maintains approximately 4,300 transit stops, which includes 21 major transfer locations; one of which is located at the MCO Terminal A.

LYNX is seeking professional services to complete a feasibility study for a new bus transfer facility to be located at MCO's Intermodal Facility.

Background:

With the opening of the new Terminal C at the airport, there has previously been extensive discussion about a consolidated facility that can serve a future SunRail Commuter Rail connection, existing LYNX bus service and Brightline High Speed Rail. This consolidated facility is referred to as the South Terminal Intermodal Terminal Facility (ITF). While LYNX successfully uses the bus transfer footprint at Terminal A, it is not ideal as it requires buses to back out of parking spaces causing conflict with mixed vehicle traffic from other transportation operators.

To support the need for a separated facility, LYNX submitted a grant application in January 2023 to the Florida Department of Transportation (FDOT) for the Intermodal Development Funding Program.

Pursuant to the submittal, LYNX was successful in being awarded, on May 24, 2023. This grant allows LYNX to initiate work that will lead to the eventual construction of the new bus transfer facility at the ITF.

The initial grant application submitted allows for the following design elements to occur:

1. Feasibility study
2. National Environmental Policy Act (NEPA) assessment
3. Preliminary design (30 percent) and permitting for capital improvements

LYNX began coordinating with GOAA staff in late 2023, holding monthly meetings related to the bus transfer facility and other projects and plans for the airport that would impact design and construction. To handle increased travel and parking demand, GOAA has since built new surface parking lots at Terminal C and is preparing to construct a Consolidated Rental Car Facility (ConRAC) at Terminal C as well. Through these coordination meetings, LYNX and GOAA have determined a vacant multimodal station footprint at MCO's Intermodal Facility should be examined as the potential location for the LYNX bus transfer facility.

While the grant allows for feasibility, NEPA and up to 30% design, the grant application submitted assumed a site that was already built out for bus parking. This scope will assess the feasibility of relocating the existing bus transfer facility from Terminal A at Orlando International Airport (MCO) to MCO's Intermodal Facility. The study will focus on evaluating the logistics, technical requirements, impact on airport operations, cost considerations, and overall feasibility of such a relocation for LYNX's existing and future bus operations.

Deliverable Schedule: The project is anticipated to be completed in six (6) months from notice to proceed.

Objectives:

- Evaluate the technical feasibility of relocating the bus transfer facility to MCO's Intermodal Facility's.
- Assess the impact on airport operations, including passenger flow, accessibility, and connections between transportation modes.
- Assess impact on bus passengers' travel habits: airport employees, air travelers, passengers transferring between routes/modes.
- Identify the infrastructure and design requirements for the relocation.
- Assess safety of the site for bus operations, in comparison to existing site at Terminal A.
- Analyze the cost of relocation, including construction, operational, and maintenance costs.
- Provide a risk assessment related to the relocation, including potential delays, budget overruns, or operational disruptions.
- Deliver a set of recommendations on how to proceed with the relocation and outline the next steps, if deemed feasible.

SCOPE OF WORK

The Consultant will propose processes for:

Task 1: Project Management Plan

- Consultant will provide a Project Management Plan (PMP) for completing all scope tasks and outline the schedule and roles and expectations of LYNX Staff and consultant team. This should include details on the documentation of meetings, preparation for

presentations, invoicing by task, and the data collection process. The PMP should also identify the QA/QC process that will be implemented.

Deliverable 1: Project Management Plan

Task 2: Data Collection and Site Analysis

- Review current operations and the existing bus transfer facility at Terminal A.
- Conduct site visits and gather detailed data on MCO's Intermodal Facility and the proposed bus transfer facility footprint.
- Analyze the current passenger flow and vehicle movement within Terminal A and the Intermodal Facility.
- Review relevant plans, drawings, and specifications for the Intermodal Facility proposed bus transfer facility footprint.
- Coordinate with LYNX's Service Planning staff as appropriate

Deliverable 2: Data Collection Report detailing the current state of operations, the existing facility, and relevant infrastructure at both sites. Coordination with LYNX's Service Planning staff.

Task 3: Traffic and Operations Analysis

- Evaluate current traffic patterns, congestion, and passenger flow within the terminal and the bus transfer facility.
- Assess how relocating the bus transfer facility will affect airport operations, including potential impacts to passenger wait times, connections, and security protocols.
- Study the interaction between buses and other airport modes of transportation.
- Estimate the changes in bus operations, including pick-up/drop-off locations and schedules.
- Identify potential routing for existing and proposed LYNX bus services to access the proposed bus transfer facility site.
- Coordinate with GOAA regarding its mobility corridor feasibility study; potential alternate routing to access the proposed bus transfer facility site.

Deliverable 3: Traffic and Operations Impact Assessment, including data on expected changes to airport operations and passenger experience.

Task 4: Infrastructure and Design Requirements

- Conduct a feasibility analysis for adapting the identified bus transfer facility footprint to accommodate bus operations.
- Identify any necessary infrastructure improvements, such as additional roadway capacity, passenger waiting areas, shelters, signage, and communication systems.
- Evaluate the potential for integrating the bus transfer facility with existing and proposed rail modes at the ITF in a seamless manner.

Deliverable 4: Infrastructure and Design Requirements Report, outlining recommended changes, costs, and construction timelines.

Task 5: Cost-Benefit Analysis and Budget Estimation

- Estimate the cost of relocating the bus transfer facility, including construction, redesign, operations, and maintenance costs.
- Identify funding sources, potential grants, or financing mechanisms for the project.
- Conduct a cost-benefit analysis to weigh the costs against any anticipated operational efficiencies and benefits of the relocation or additional expenses.

Deliverable 5: Cost-Benefit Analysis Report and budget estimates for the proposed relocation.

Task 6: Risk Assessment and Mitigation Strategies

- Identify potential risks, including construction delays, operational disruptions, safety concerns, and unforeseen costs.
- Develop risk mitigation strategies and contingency plans to minimize project impact.

Deliverable 6: Risk Assessment and Mitigation Plan, outlining identified risks and proposed actions.

Task 7: Draft and Final Feasibility Report

- Consolidate findings from all tasks into a comprehensive Feasibility Study Report.
- Provide recommendations on whether to proceed with the relocation or explore alternative solutions.
- Summarize the next steps, including timelines for implementation, roles and responsibilities, design, and potential phased construction with costs and proposed funding sources, if the project proceeds.
- Meet with LYNX staff to review the draft report.
- Meet with LYNX, GOAA and FDOT staff to review the final report.

Deliverable 7: Draft and Final Feasibility Report, summarizing the findings, analysis, and recommendations. Meetings with LYNX, GOAA and FDOT to review the report.

All files will be provided to LYNX in their native file formats at completion of the work.

RESPONSE CONTENT

- Scope of Work Understanding / Approach
- Project Schedule
- Cost Proposal

RESPONSE SUBMITTAL

- Submit questions and responses to LYNX through email to:
- Name: Myles O'Keefe
- Position: Manager of Strategic Planning
- Email: mokeefe@golynx.com

EXPECTED RESPONSE DATE:

On or before (month, day, year). Please provide notice if the deadline cannot be met and provide a new date. Include signature and date in proposal.

EXHIBIT “E”

[Aviation Authority Feasibility Study]

DRAFT Mobility Corridor – Feasibility Study

The Greater Orlando Aviation Authority (GOAA) in partnership with LYNX, the region’s bus transit provider, are working to identify a multimodal corridor that can serve as a mobility option for LYNX busses as well as other airport users (employee shuttles, autonomous vehicles, etc.). Both GOAA and LYNX will need to understand the corridor’s location, integration into the regional transit system, potential mobility options, and other connection points throughout the airport. The intended goal of this corridor will be to help integrate LYNX into the Intermodal Facility.

The items below identify potential topics to be included in a feasibility study of the mobility corridor:

Corridor Selection & Adjustment

- Identify Analysis Corridors and study area.
- Adjust corridors based on field reviews – this may extend, truncate, or realign original corridors, or develop new corridors. These adjustments can be based on existing and future land use patterns in the study area.
- On-going coordination with LYNX and other stakeholders
- Identify corridor terminus and potential stations/stops.

Background Information & Data Collection

- With the assistance of local agency staff, relevant data, reports, and information are collected.
- Assessment of collected data and information is performed to ensure that complete and consistent data are available for each identified corridor. Such an assessment facilitates a fair comparative analysis between corridors. Incomplete, outdated, or irrelevant data are eliminated from the analysis process.
- Coordinate with LYNX on data collection (transit needs, ridership profiles, ridership demands)
- Identify other potential corridor users (cycling, employee shuttles, autonomous vehicles, etc.)
- Study current traffic patterns and passenger flows

Corridor Analysis and Feasibility Study

- Develop feasibility analysis criteria based on a set of parameters, a unit of measure for each criterion, and a weighting scheme to be applied to each criterion based on the relative importance to other criteria in the analysis tool. Criteria weights are selected based on agency direction.
- Develop quantifiable measures for each criterion are determined based on available data

- Evaluate corridor based on metrics such as existing corridor ridership, existing and future BRT ridership, transit dependency, person trip lengths, model flows, right-of way, transit connectivity, potential coordinated improvements, and environmental justice.
- Impacts on the interaction of different modes of transportation on the same corridor.
- Understand impact to existing airport operations
- Understand impact on regional mobility (i.e., how does this connect/interact with other roadway or transit systems)
- Identify infrastructure needs (right-of-way width, electrification, etc.)

Data Analysis & Corridor Ranking

- An objective comparative analysis is performed using the Feasibility Analysis Criteria
- Rank potential corridors users in terms of their ability to meet a given criteria (criteria to be determined)
- Cost-benefit analysis
- Project cost estimates and/or rough order of magnitude (total and phased)

Technology Assessment & Recommendations

- Vehicles, vehicle configuration, circulation, propulsion, and fuel Systems
- Transit Signal Priority and Other ITS
- Stations, fare collection, Advanced Traveler Information Systems
- Running Ways

Stakeholder Engagement

- Corridor charette
- Public Workshops
- Presentations to Project Management Team and local Stakeholders
- Depending on corridor needs, outreach with the City of Orlando, Central Florida Expressway Authority and Orange County may be needed

Deliverables

- The project team will identify a need for a system plan approach for enhanced public transportation. Based on this need the team will facilitate cooperation between all stakeholders.
- Consolidate findings from all tasks into a comprehensive Feasibility Study Report
- Identify next steps, potential timelines and phasing
- Present finding to GOAA, LYNX and/or FDOT

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. viii

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Bruce Detweiler
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Authorization to Conduct Public Outreach for any Fiscal Year 2026
Proposed Service Changes

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to conduct the public outreach and participation process for any service changes that may be proposed in Fiscal Year 2026.

BACKGROUND:

LYNX proactively informs and involves the Central Florida community in the planning and implementation of new services, routing adjustments, passenger fare adjustments, new facility construction, capital projects, and planning activities in accordance with Federal and State regulations. Service changes usually occur in December, April, and August.

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

LYNX's Public Participation Program mandates public notice and public hearings for any service reductions impacting more than 25% percent of an individual route's total revenue hours or revenue miles and any proposed route eliminations. The exception to this reduction of service threshold are routes that have existed less than two years or have been introduced as service development or experimental service.

LYNX Finance & Audit Cmmittee Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

No fiscal impact.

LYNX Finance & Audit Cmmittee Agenda

Action Item #6.A

To: LYNX Finance & Audit Committee

From: Carl Weckenmann
DIRECTOR OF PLANNING and DEVELOPMENT
Bruce Detweiler
Technical Contact

Phone: 407.841.2279 ext: 6075

Item Name: Authorization to Implement January 11, 2026 Service Changes

Date: 09/18/2025

ACTION REQUESTED:

LYNX staff is requesting the Finance Committee's recommendation for the Chief Executive Officer (CEO) or designee to present the January 11, 2026 Service Change Proposal to the Oversight Committee.

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 FY2025. Due to the significant number of changes proposed, particularly in Seminole County, LYNX staff will conduct multiple meetings in the county. 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, September 29, 3-4 PM
Location: Casselberry City Hall, Casselberry, FL

Date/Time: Monday, September 29, 5-6 PM
Location: Altamonte Springs City Hall, Altamonte Springs, FL

LYNX Finance & Audit Committee Agenda

Date/Time: Tuesday, September 30, 1-2 PM

Location: Lake Mary City Hall, Lake Mary, FL

Date/Time: Tuesday, September 30, 3-4 PM

Location: Sanford City Hall, Sanford, FL

Date/Time: Wednesday, October 1, 1-2 PM

Location: Oviedo City Hall, Oviedo, FL

Date/Time: Wednesday, October 1, 3-4 PM

Location: Winter Springs City Hall, Winter Springs, FL

Date/Time: Thursday, October 2, 1-2 PM

Location: LYNX Central Station (Lobby), Orlando, FL

Date/Time: Thursday, October 2, 6-7 PM

Location: Virtual

Date/Time: Monday, October 6, 1-2 PM

Location: Kissimmee City Hall, Kissimmee, FL

Public Hearing/Workshop:

Date/Time: Wednesday, October 8, 4-6 PM

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

January Service Proposal*

DISCONTINUED ROUTES

- **Link 34** – N. U.S. 17-92/Sanford. (Seminole County)
- **Link 45** – Lake Mary (Seminole County)
- **Link 46E** – East First St./Downtown Sanford (Seminole County)
- **Link 46W** – West SR 46/Seminole Towne Center (Seminole County)
- **Link 103** – N. U.S. 17-92/Seminole Center (Seminole County)
- **Link 434** - S.R. 434 (Seminole County)
- **NL 822** – Oviedo (Seminole County)
- **NL 851** – Sanford (Seminole County)

LYNX Finance & Audit Committee Agenda

ROUTE/SCHEDULE CHANGES

- **Link 1** – Winter Park/Maitland/Altamonte Springs (Orange County) – Change route to operate between Winter Park SunRail (Webster/Denning on Saturday) and Maitland Center. Service north of Maitland Center will be discontinued. Change routing to Winter Park Sun Rail Station to use Webster Avenue and Denning Drive. Schedule adjustments on weekdays and Saturday.
- **Link 23** – Winter Park/Rosemont/Springs Plaza (Orange/Seminole County) – Change route to end at SR 436/SR 434. Discontinue service to Springs Plaza. Schedule adjustments on weekdays and Saturday.
- **Link 102** – Orange Ave./South U.S. 17-92 (Orange/Seminole County) – Discontinue service on Fernwood Blvd. Extend route to Altamonte Springs Intermodal Center via Oxford Road, SR 436, Ronald Reagan Boulevard. Schedule adjustments daily.
- **Link 436N** – SR 436/Fernwood/Apopka (Orange/Seminole County) – change route to operate between Apopka Superstop and Altamonte Intermodal Center. Service to Fern Park is discontinued. Discontinue the following trips: weekday from Fern Park to Apopka Superstop at 10:05, 11:05, 11:35 p.m. & 12:20 a.m.; Saturday from Fern Park to Apopka Superstop at 6:00 a.m., 9:35, 10:25, 11:35 p.m. & 12:00 a.m. and from Apopka Superstop to Fern Park at 4:40 & 5:10 a.m., 8:40 & 9:40 p.m.
- **Link 436S** – SR 436/Fern Park/Orlando International Airport (Orange/Seminole County) – Discontinue service on Fernwood Blvd. Extend route to Altamonte Springs Intermodal Center via SR 436 and Ronald Regan Boulevard. Schedule adjustments daily.
- **LYMMO Lime Line** [Link 61] (City of Orlando) – Change route alignment to operate in a loop via Gore St., Orange Ave., Rosalind St., Magnolia Ave., Marks St., Orange Ave., Anderson St. and Delaney St. Timepoint and terminal moved to new bus stop on Gore Street & Delaney Avenue. Scheduled frequency changed to every 30 minutes.

SCHEDULE INCREASES

- **NeighborLink 811** – Ocoee (Orange County) – Extend weekday evening service one hour later.

SCHEDULE REDUCTIONS

- **LYMMO Orange Line** [Link 60] (City of Orlando) – Change service to end at 8:00 PM daily. Reduce frequency to 30 minutes on Sunday.
- **LYMMO Grapefruit Line** [Link 62] (City of Orlando) – Change service to end at 8:00 PM daily. Reduce frequency to 30 minutes on Sunday.
- **Link 701**– Orange Technical College Shuttle (Orange County) – Discontinuing 4:55 p.m. weekday trip from West Oaks Mall and 8:45 p.m. trip from Orange Technical College.

LYNX Finance & Audit Committee Agenda

SCHEDULE ADJUSTMENTS

- **Link 8** – Oak Ridge Road/International Dr. (Orange County) –Timepoint moved from Oak Ridge Road & Rio Grande Avenue to Oak Ridge Road & Texas Avenue. Minor schedule adjustments daily.
- **Link 21** – Raleigh Street/Kirkman Road/Universal Orlando (Orange County) – Minor schedule adjustments on weekdays.
- **Link 44** – Hiawasse Road/Zellwood/Apopka (Orange County) – Timepoint moved from Errol Plaza to Hwy. 441 & Opal Court. Minor schedule adjustments Monday - Saturday.
- **Link 304** – Disney Direct/Rio Grande Avenue/Vistana (Orange County) – Timepoint moved from Oak Ridge Road & Rio Grande Avenue to Oak Ridge Road & Texas Avenue. Minor schedule adjustments daily.
- **Link 311** – Disney/Orlando International Airport/Epic Universe (Orange County) – Minor weekday schedule adjustments to align with new SunRail schedule.

OPERATIONAL ADJUSTMENTS

- **Pine Hills Transfer Center** – Adjust bay assignments for multiple links
 - Link 37 from Bay D to Bay E.
 - Link 44 from Bay B to Bay H.
 - Link 48 from Bay C to Bay D.
 - Link 49 outbound from Bay F to Bay B.
 - Link 49 inbound from Bay E to Bay C.
 - Link 125 outbound from Bay H to Bay F
 - Link 301 from Bay B to Bay H.
 - Link 302 from Bay F to Bay B.
 - Link 303 from Bay E to Bay C.

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 September 16, 2025, through October 17, 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 routine service changes are budget neutral. The service changes for Seminole County had a financial impact of \$1,742,035 which will be funded through the use of additional Federal operating dollars.

LYNX Finance & Audit Committee Agenda

Action Item #6.B

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2026 Service Funding Agreements with the Regional Funding Partners

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2026 Budget.

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

BACKGROUND:

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

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

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

LYNX Finance & Audit Committee Agenda

The funding partner agreement for FY2026 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2026 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner, including completion of the exhibits and addenda incorporating all edits agreed upon by all funding partners. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year. Changes will be permitted to the funding agreement by way of changes to the addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

Please reference the following Exhibit “C”, which is included in each of the Regional Funding Partners’ Agreements.

LYNX Finance & Audit Committee Agenda

Exhibit "C"

Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
Subtotal	118,785,091	1,166,952	119,952,043
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

SERVICE FUNDING AGREEMENT (26-C007)
BY AND BETWEEN
ORANGE COUNTY, FLORIDA
AND
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 19, 2024 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2024 to September 30, 2025 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2024; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2025 and ending on September 30, 2026.

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2025 and ending the following September 30, 2026.

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2026 and ending the following September 30, 2027.

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

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

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

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

“Revenue Hours” means the hours 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.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service.

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2025 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post-Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2026 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

- (i) Addition of route(s).
- (ii) Elimination of route(s).
- (iii) Combination of routes.
- (iv) Changes to service span.

- (v) Change to service frequency.
- (vi) Changes in days of operation.

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

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

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

trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount:

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the Funding Partner's custodian of public records at:

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

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

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

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

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

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

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

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

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

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

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

13. **Attorney's Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

14. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

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

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

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

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply

with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

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

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

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

With copy to: Transportation Planning Division
4200 S. John Young Parkway
Orlando, Florida 32839
Renzo.nastasi@ocfl.net
Attn: Manager, Transportation Planning

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

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House
Counsel

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

22. **Effective Date.** The effective date of this Agreement shall be October 1, 2025. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2026, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

[Signatures appear on following page]

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

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk

Print Name

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

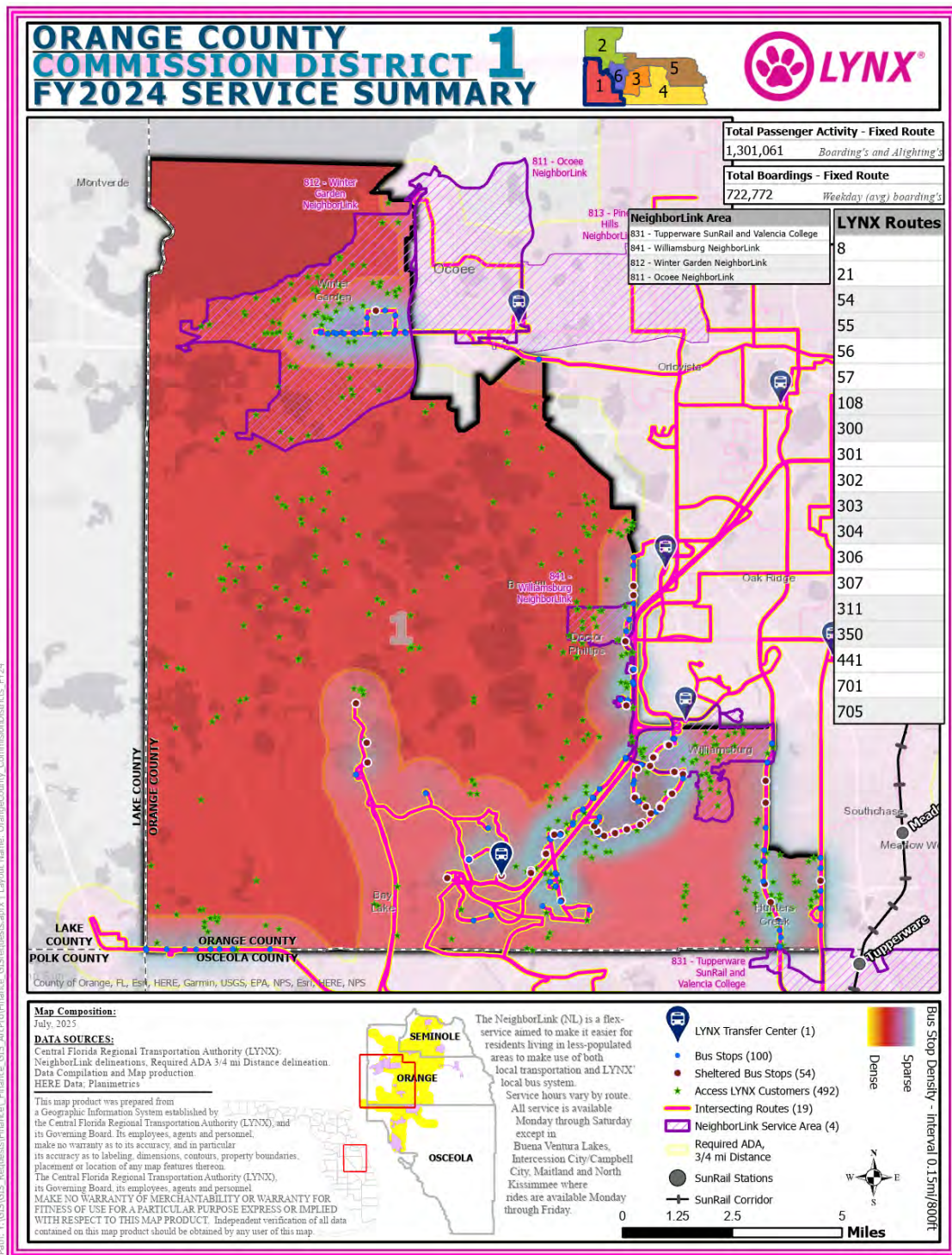
AKERMAN LLP

By: _____
James F. Goldsmith, Partner

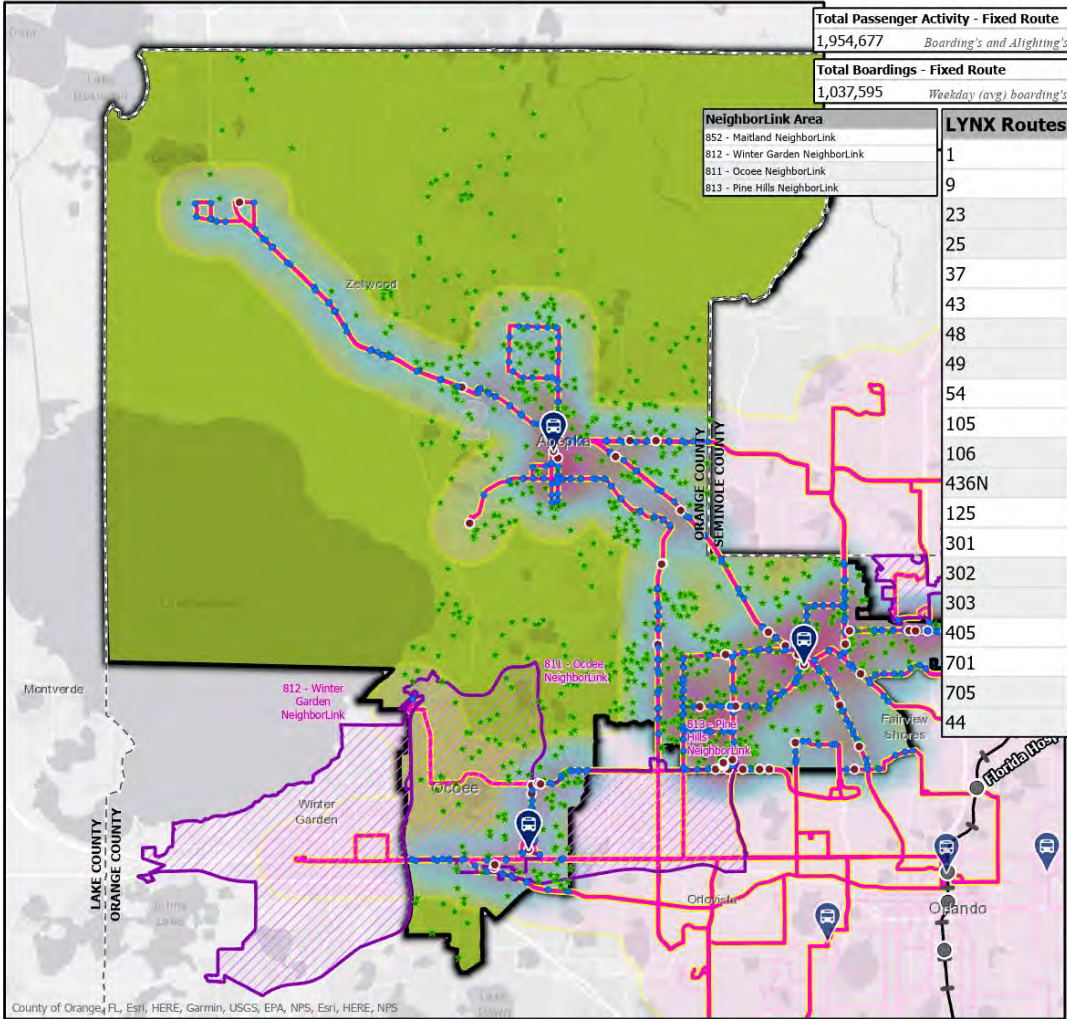
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA



ORANGE COUNTY COMMISSION DISTRICT 2 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed Route
1,954,677 Boarding's and Alighting's

Total Boardings - Fixed Route
1,037,595 Weekday (avg) boarding's

NeighborLink Area

852 - Maitland NeighborLink
812 - Winter Garden NeighborLink
811 - Ocoee NeighborLink
813 - Pine Hills NeighborLink

LYNX Routes

1
9
23
25
37
43
48
49
54
105
106
436N
125
301
302
303
405
701
705
44

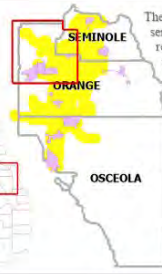
Map Composition:

July, 2023

DATA SOURCES:

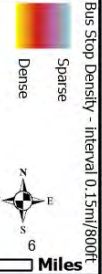
Central Florida Regional Transportation Authority (LYNX).
NeighborLink delineations. Required ADA 3/4 mi Distance delineation.
Data Compilation and Map production.
HERE Data, Planimetrics

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX), and its Governing Board. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel, MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.

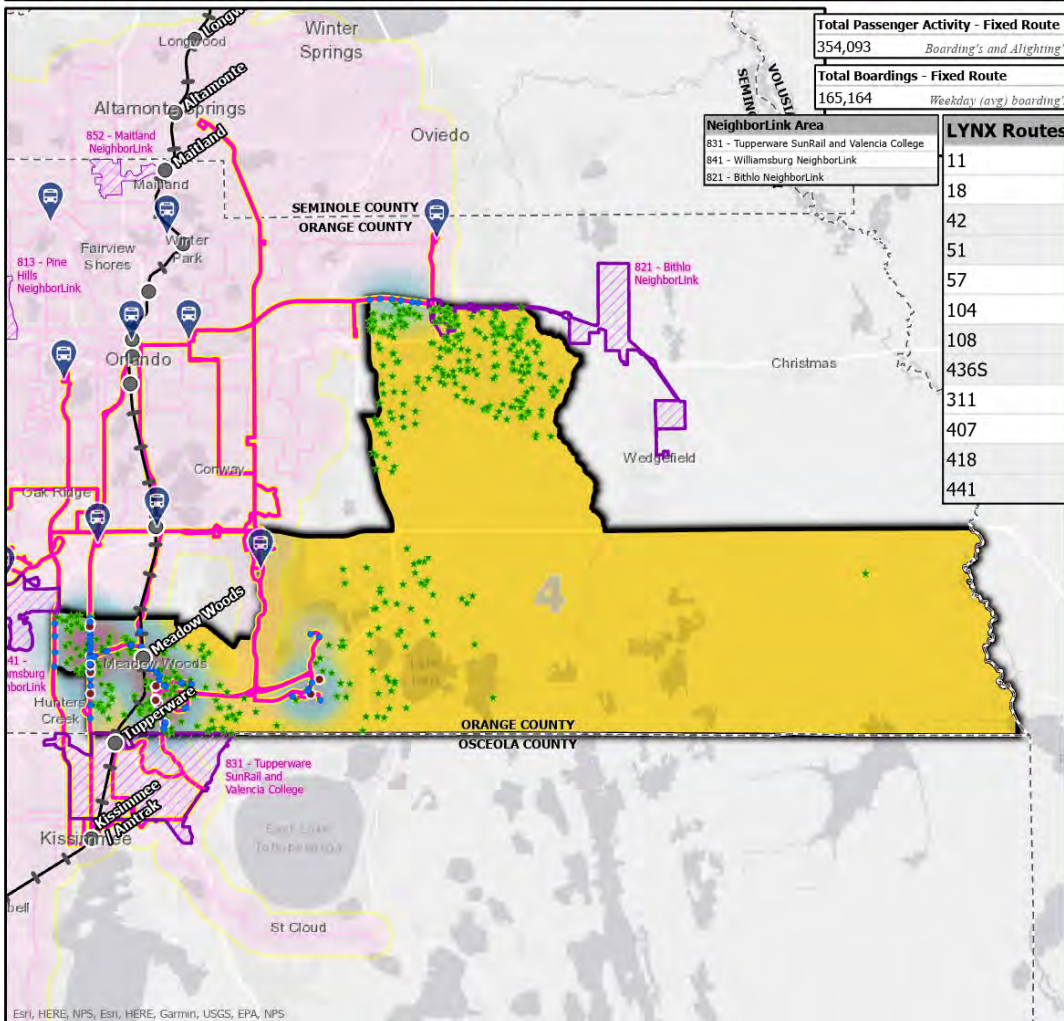


The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system.
Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (3)
- Bus Stops (428)
- Sheltered Bus Stops (62)
- Access LYNX Customers (1,061)
- Intersecting Routes (20)
- NeighborLink Service Area (4)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor



ORANGE COUNTY COMMISSION DISTRICT 4 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed Route
354,093 *Boardings and Alightings*

Total Boardings - Fixed Route
165,164 *Weekday (avg.) boarding's*

NeighborLink Area
831 - Tupperware SunRail and Valencia College
841 - Williamsburg NeighborLink
821 - Bithlo NeighborLink

LYNX Routes

11
18
42
51
57
104
108
436S
311
407
418
441

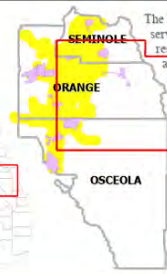
Map Composition:

July, 2025

DATA SOURCES:

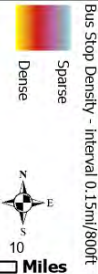
Central Florida Regional Transportation Authority (LYNX),
NeighborLink delineations, Required ADA 3/4 mi Distance delineation.
Data Compilation and Map production.
HERE Data, Flametrics

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX), and its Governing Board. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel, MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.

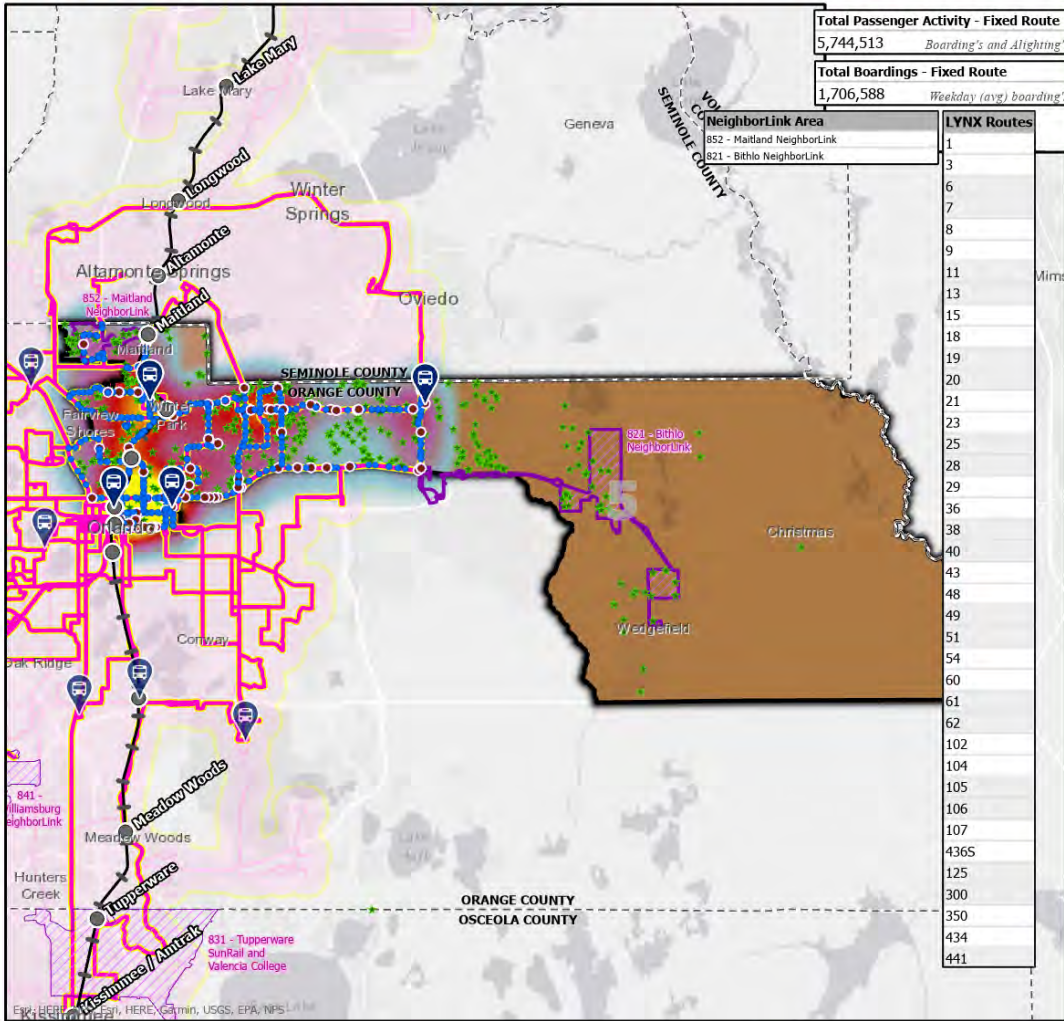
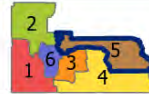


The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (0)
- Bus Stops (72)
- Sheltered Bus Stops (16)
- Access LYNX Customers (578)
- Intersecting Routes (12)
- NeighborLink Service Area (3)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor



ORANGE COUNTY COMMISSION DISTRICT 5 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed Route
5,744,513 Boarding's and Alighting's

Total Boardings - Fixed Route
1,706,588 Weekday (avg) boarding's

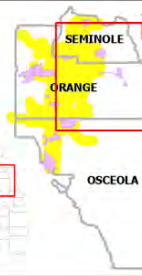
NeighborLink Area	LYNX Routes
852 - Maitland NeighborLink	1
821 - Bithlo NeighborLink	3
	6
	7
	8
	9
	11
	13
	15
	18
	19
	20
	21
	23
	25
	28
	29
	36
	38
	40
	43
	48
	49
	51
	54
	60
	61
	62
	102
	104
	105
	106
	107
	4365
	125
	300
	350
	434
	441

Map Composition:
July, 2023

DATA SOURCES:

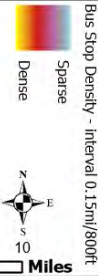
Central Florida Regional Transportation Authority (LYNX),
NeighborLink delineations, Required ADA 3/4 mi Distance delineation,
Data Compilation and Map production.
HERE Data, Plasmetrics

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- LYNX Transfer Center (4)
- Bus Stops (481)
- Sheltered Bus Stops (99)
- Access LYNX Customers (604)
- Intersecting Routes (39)
- NeighborLink Service Area (2)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor



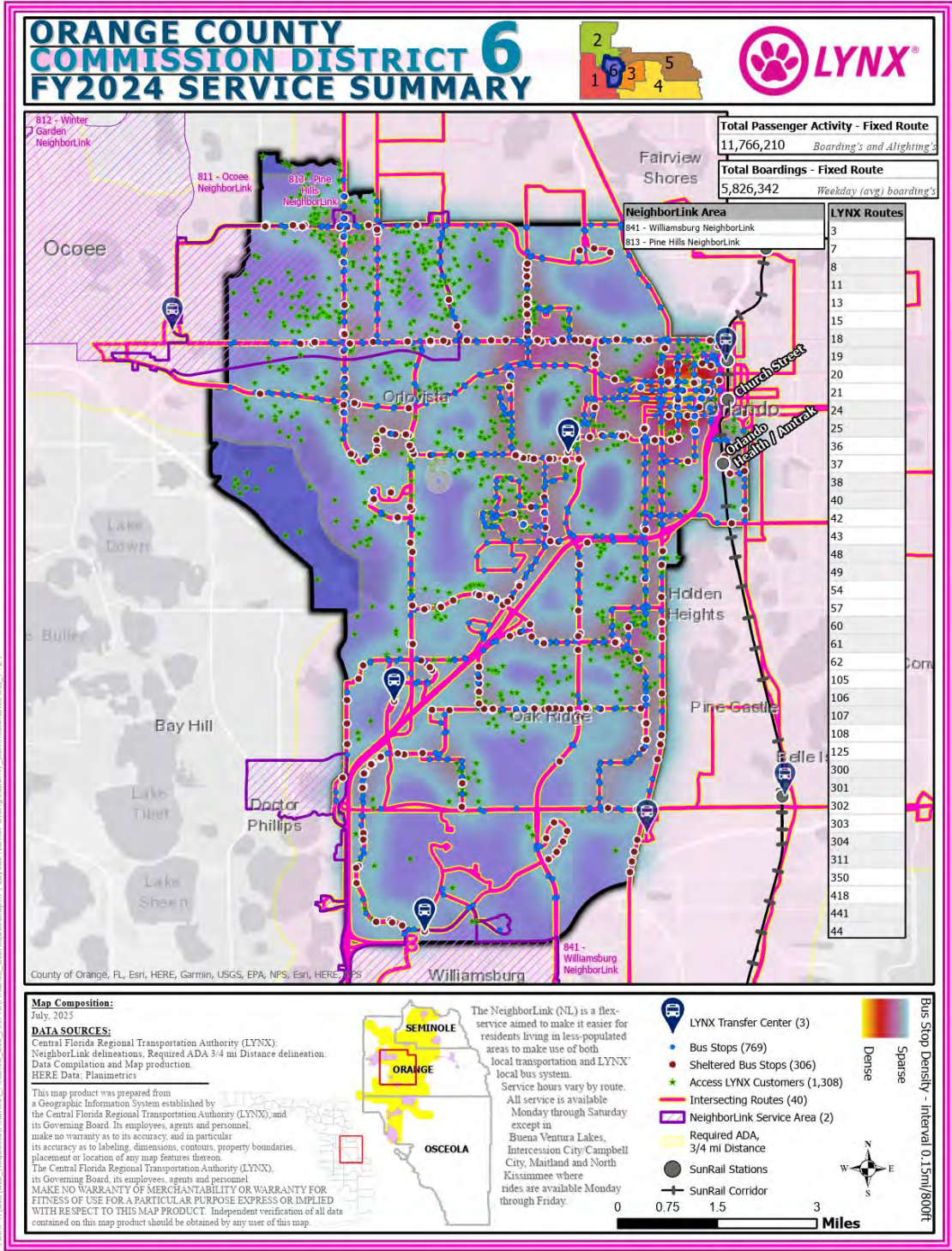


Exhibit “B”
Orange County Transit Service Costs
Description of Appropriated Amount
October 1, 2025 through September 30, 2026

FY2026 Billing Schedule

	<u>Amount</u>
October-25	\$ 7,939,659
November-25	7,939,659
December-25	7,939,659
January-26	7,939,659
February-26	7,939,659
March-26	7,939,659
April-26	7,939,659
May-26	7,939,659
June-26	7,939,659
July-26	7,939,659
August-26	7,939,659
September-26	7,939,660
Annual Funding Request from County	<u><u>\$ 95,275,909</u></u>

Exhibit "C"
Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
Subtotal	118,785,091	1,166,952	119,952,043
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

**26-C008 Service Funding Agreement
by and between
Osceola County, Florida
and
Central Florida Regional Transportation Authority**

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 21, 2024 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2024 to September 30, 2025 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2025; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2025 and ending on September 30, 2026.

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2025 and ending the following September 30, 2026.

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2026 and ending the following September 30, 2027.

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

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

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

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

“Revenue Hours” means the hours 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.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service.

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2025 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2026 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

- (i) Addition of route(s).
- (ii) Elimination of route(s).
- (iii) Combination of routes.
- (iv) Changes to service span.

- (v) Change to service frequency.
- (vi) Changes in days of operation.

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

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

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

adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area. The following criteria will be utilized to determine this amount.

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

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

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

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

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

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

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

agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House Counsel

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2025. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2026, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

[Signatures appear on following page]

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

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair / Vice Chair

Date: _____

ATTEST:

By: _____
Clerk to the Board of County
Commissioners

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

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

AKERMAN LLP

By: _____
James F. Goldsmith, Partner

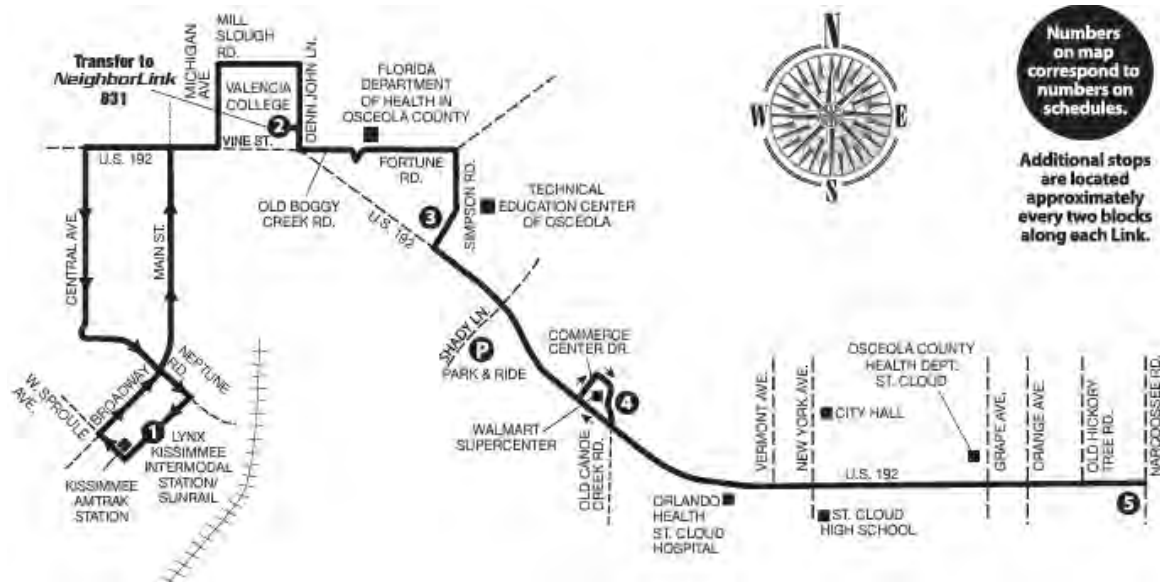
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

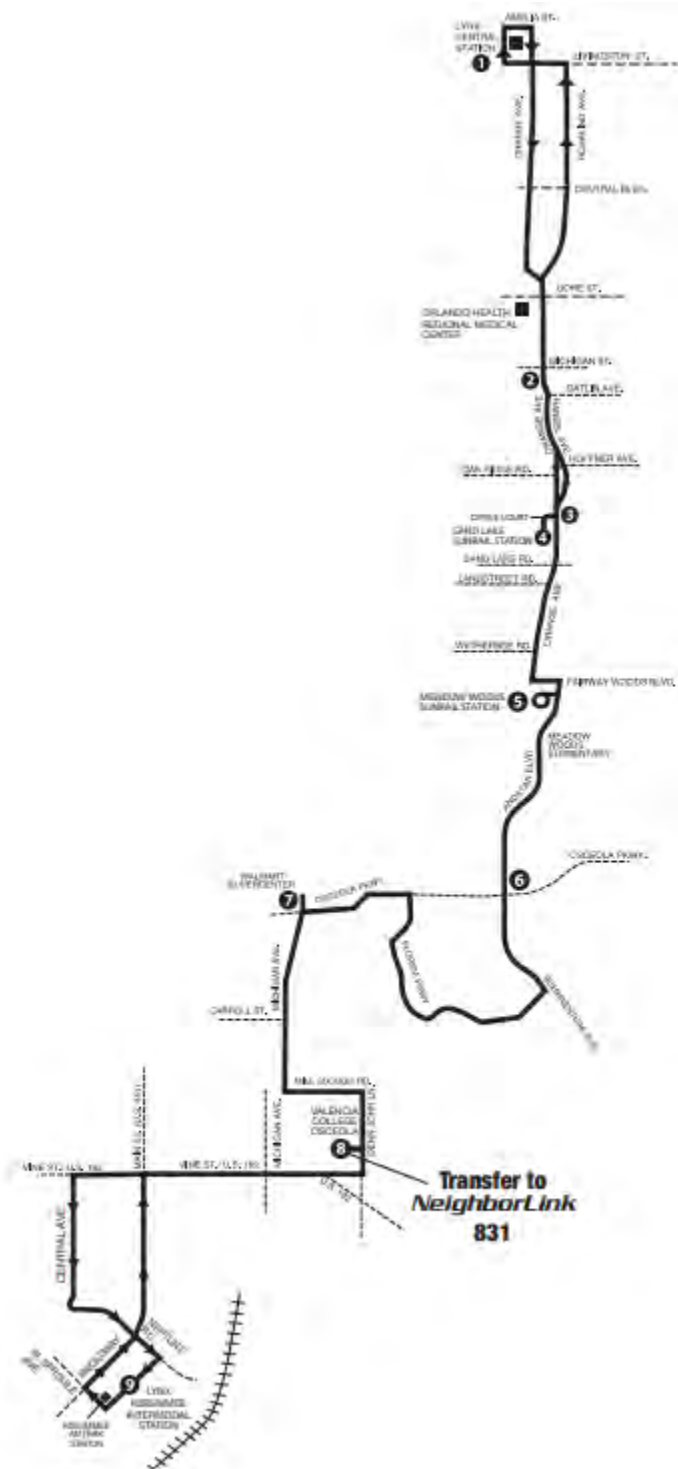
Link 10 East U.S. 192/St. Cloud

Serving: LYNX Kissimmee Intermodal Station, Dept. of Children & Families, Mill Creek, Valencia College- Osceola, Osceola County Health Department- Kissimmee, Center for Women & Family Health, Technical Education Center of Osceola, Osceola Sheriff's Office, St. Cloud Walmart Supercenter, St. Cloud City Hall, Osceola County Health Department- St. Cloud, St. Cloud High School, Orlando Health- St. Cloud, St. Cloud Recreation Center, and NeighborLink 831



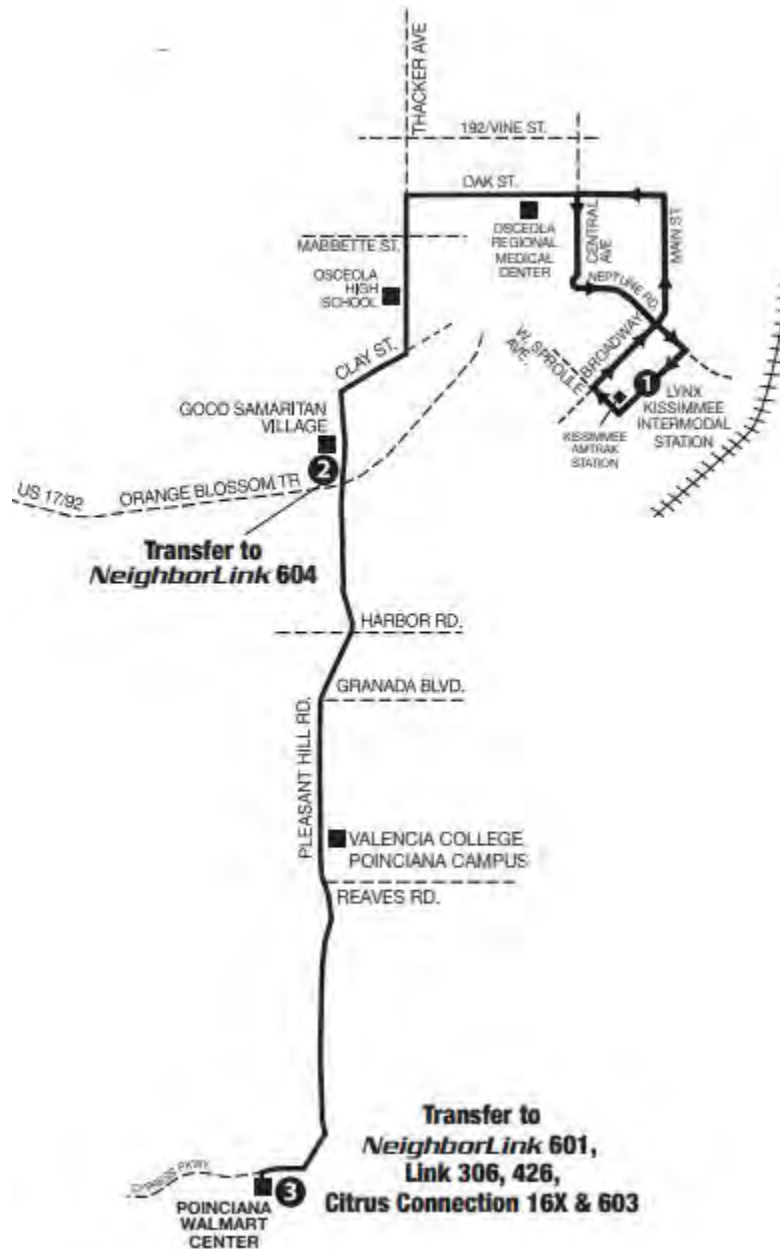
Link 18 South Orange Ave. /Kissimmee

Serving: LYNX Central Station, NeighborLink 831, Orlando Regional Medical Center, Pine Castle, Taft, Meadow Woods SunRail Station, Cypress Creek High School, Valencia College Osceola, Vine Street, LYNX Kissimmee Intermodal Station, and Sand Lake SunRail Station



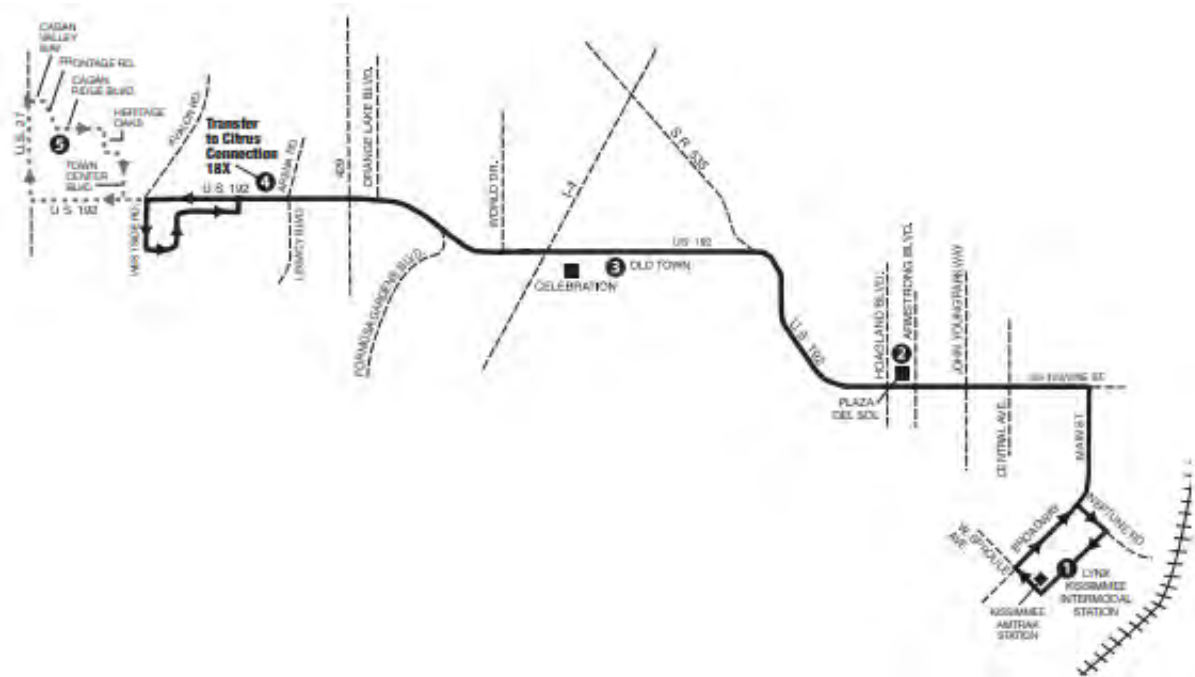
Link 26 Pleasant Hill Road/Poinciana

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



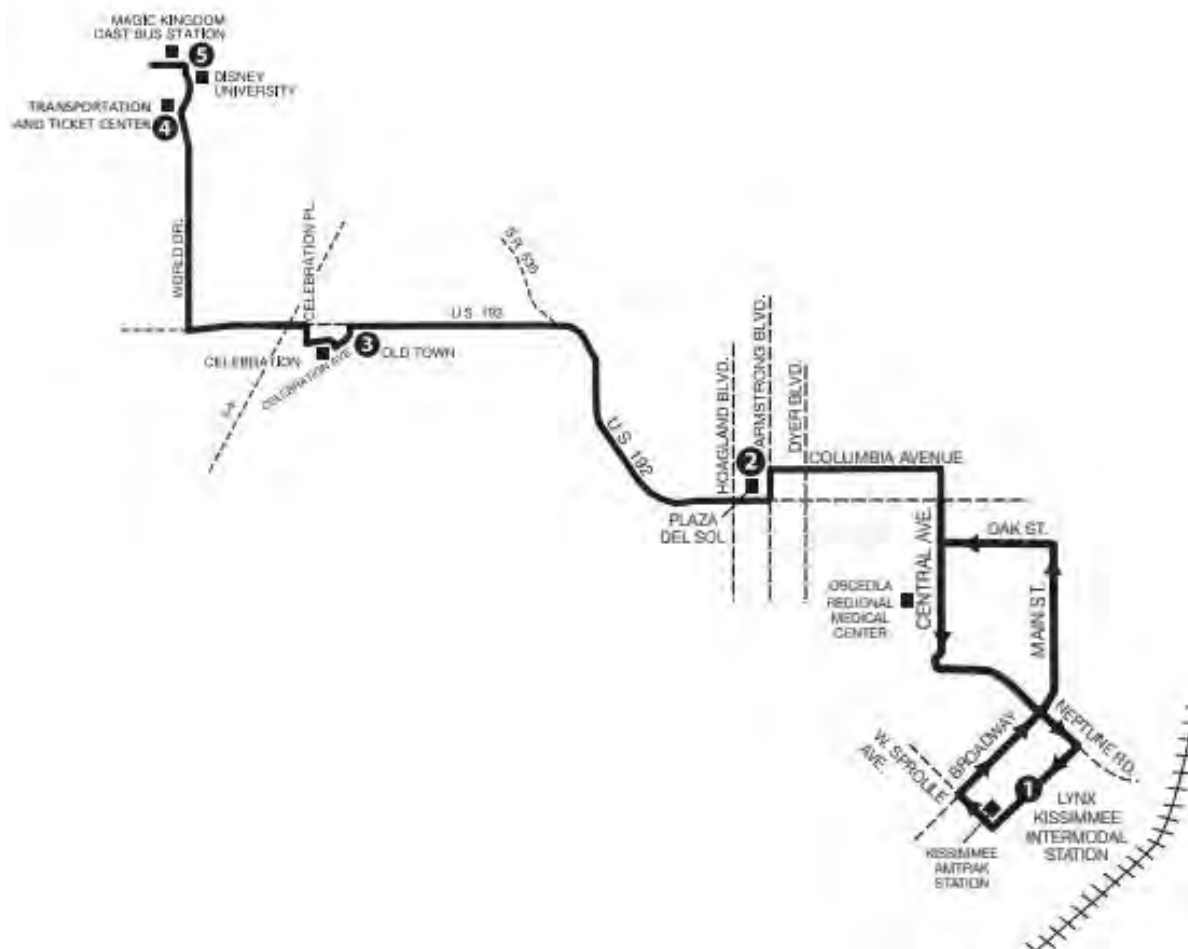
Link 55 West U.S. 192/Four Corners

Serving: LYNX Kissimmee Intermodal Station/SunRail, Old Town, Celebration, Orange Lake, Four Corners Walmart, Plaza Del Sol, Citrus Connection 18X, and LakeXpress 55



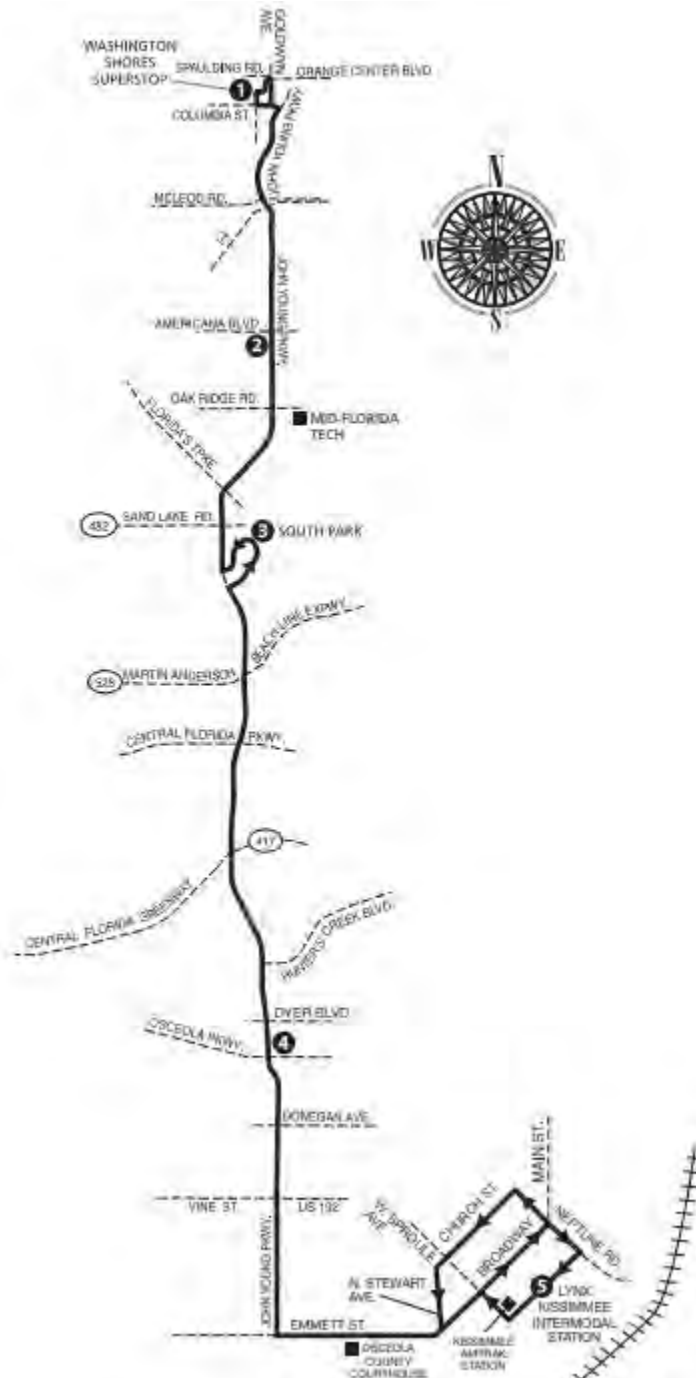
Link 56 West U.S. 192/ Magic Kingdom

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



Link 57 John Young Parkway

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



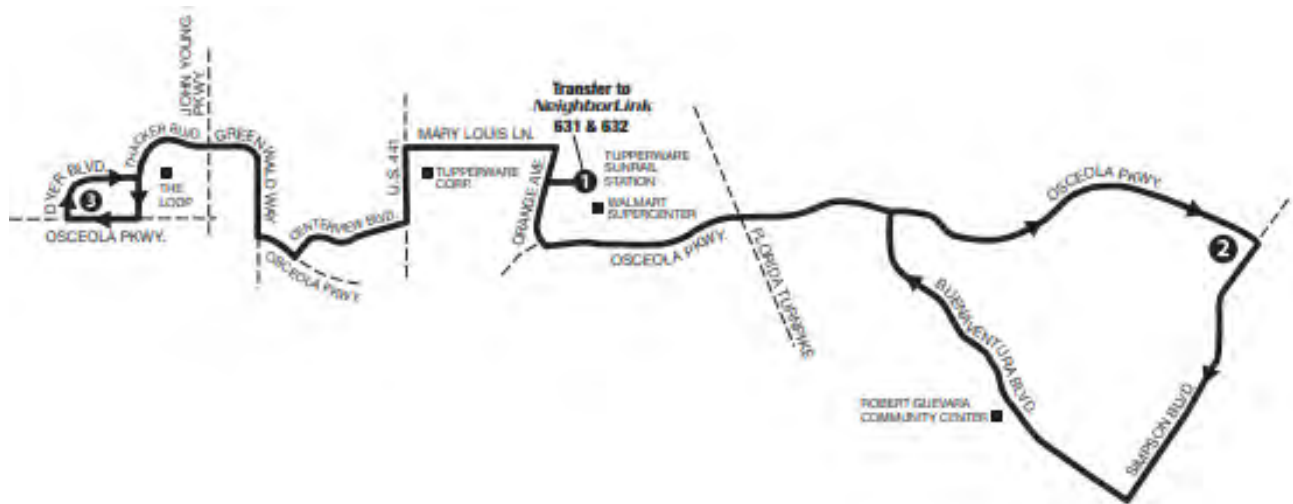
Link 108 South U.S. 441 (Orange Blossom Trail)/Kissimmee

Serving: Florida Mall Superstop, Gatorland Zoo, AdventHealth- Kissimmee, LYNX Kissimmee Intermodal Station/SunRail, and Florida Mall to Hunters Creek (weekday late night service).



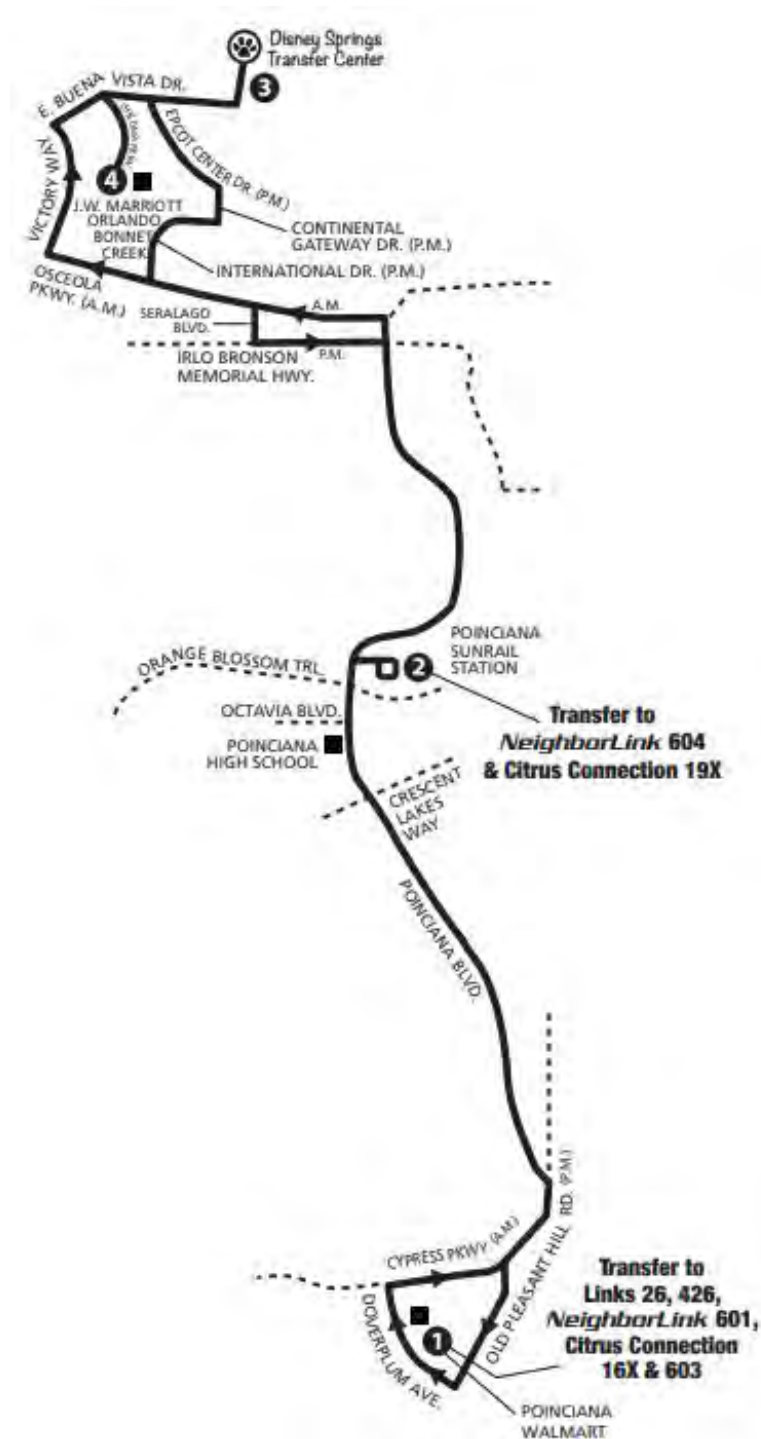
Link 155 The Loop/Buena Ventura Lakes/Osceola Parkway

Serving: Crosslands Shopping Center, Osceola County School for the Arts, Walmart Supercenter (Osceola Pkwy), The Loop, Tupperware Headquarters, Buenaventura Lakes Branch Library, Tupperware SunRail Station, Robert Guevara Community Center, and NeighborLink 831



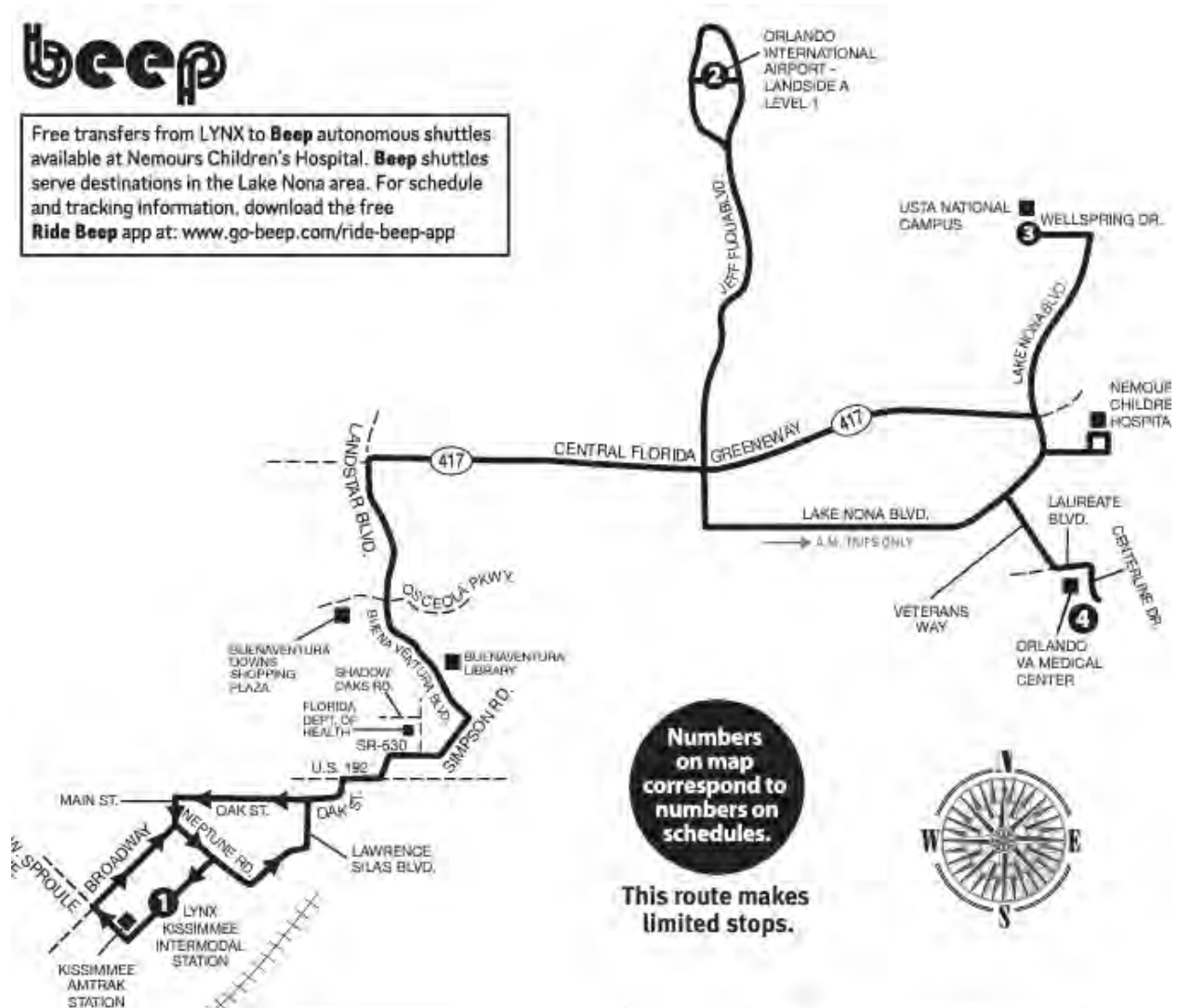
Link 306 Disney Direct/Poinciana

Serving: Poinciana, Poinciana High School, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, NeighborLink 601, Citrus Connection 16X, 19X, 603, NeighborLink 604, Poinciana Walmart, Poinciana SunRail Station, and J.W. Marriott Orlando Bonnet Creek



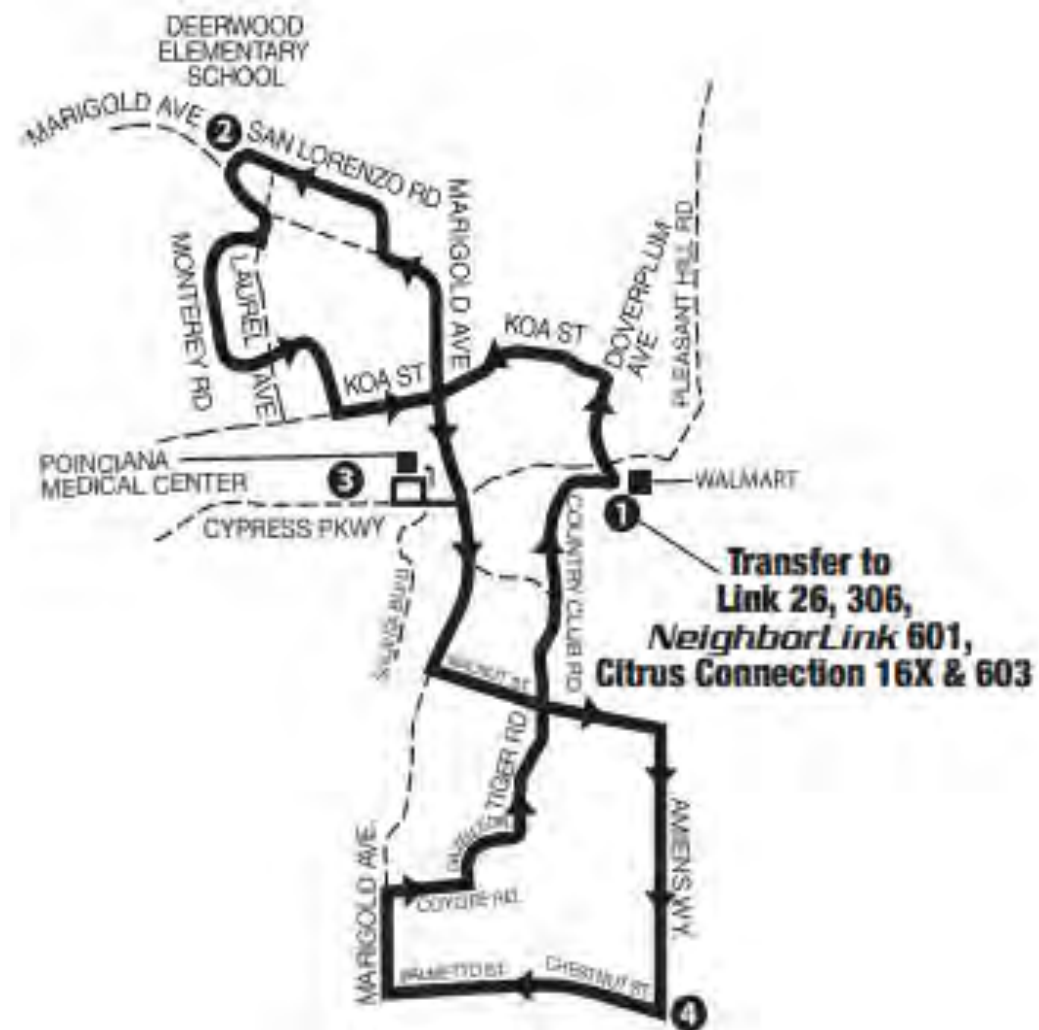
FastLink 407 Kissimmee/ Orlando International Airport/Medical City

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



426 Poinciana Circulator

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



FastLink 441 South U.S. 441 (Orange Blossom Trail) FastLink

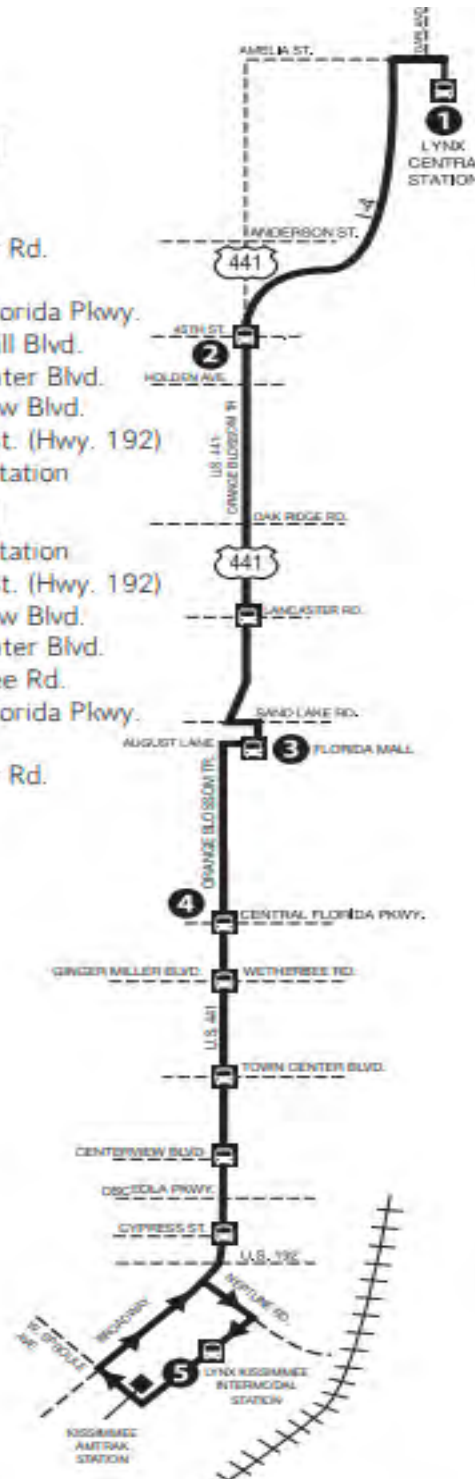
Serving: LYNX Central Station, OBT & Lancaster, Florida Mall, OBT & Central FL Pkwy, Main St & Vine St., Kissimmee Intermodal Station/SunRail, OBT & Centerview Blvd, Osceola School for the Arts, Crosslands Shopping Center and OBT & Town Center Blvd

FASTLINK 441 OUTBOUND STOPS

- LYNX Central Station
- Orange Blossom Tr./45th St.
- Orange Blossom Tr./Lancaster Rd.
- Florida Mall SuperStop
- Orange Blossom Tr./Central Florida Pkwy.
- Orange Blossom Tr./Ginger Mill Blvd.
- Orange Blossom Tr./Town Center Blvd.
- Orange Blossom Tr./Centerview Blvd.
- Orange Blossom Tr./Cypress St. (Hwy. 192)
- LYNX Kissimmee Intermodal Station

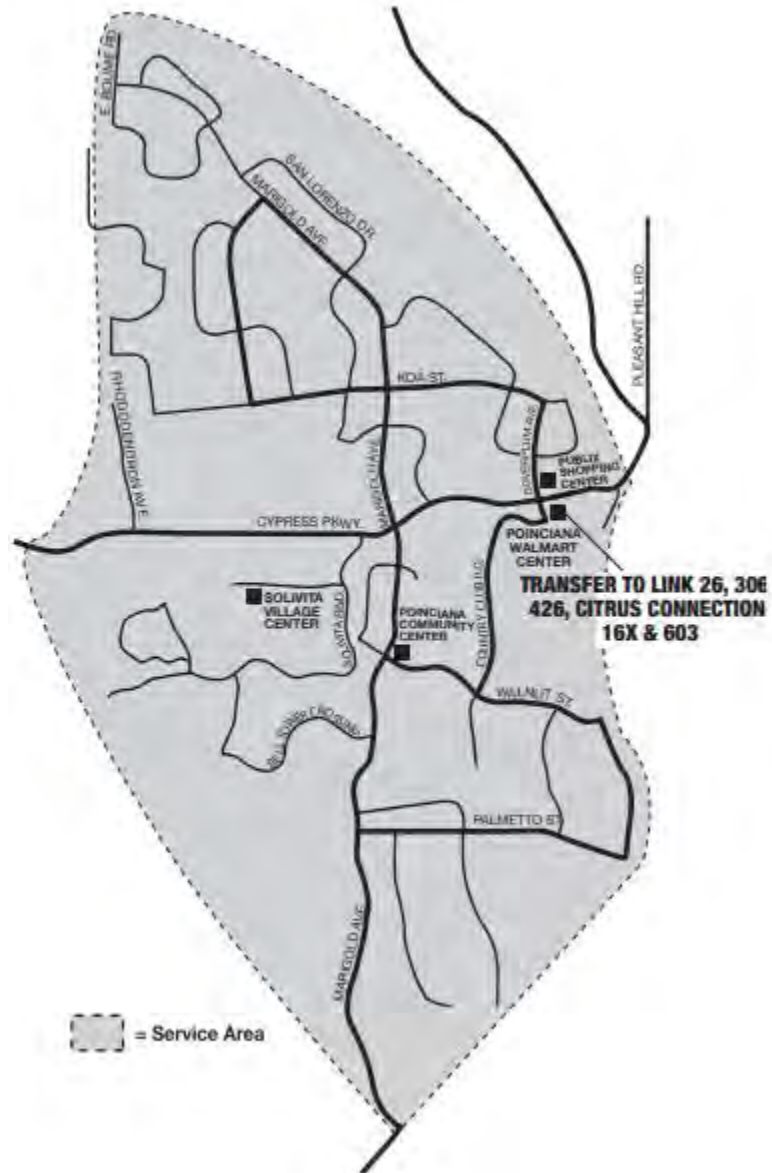
FASTLINK 441 INBOUND STOPS

- LYNX Kissimmee Intermodal Station
- Orange Blossom Tr./Cypress St. (Hwy. 192)
- Orange Blossom Tr./Centerview Blvd.
- Orange Blossom Tr./Town Center Blvd.
- Orange Blossom Tr./Wetherbee Rd.
- Orange Blossom Tr./Central Florida Pkwy.
- Florida Mall SuperStop
- Orange Blossom Tr./Lancaster Rd.
- Orange Blossom Tr./45th St.
- LYNX Central Station



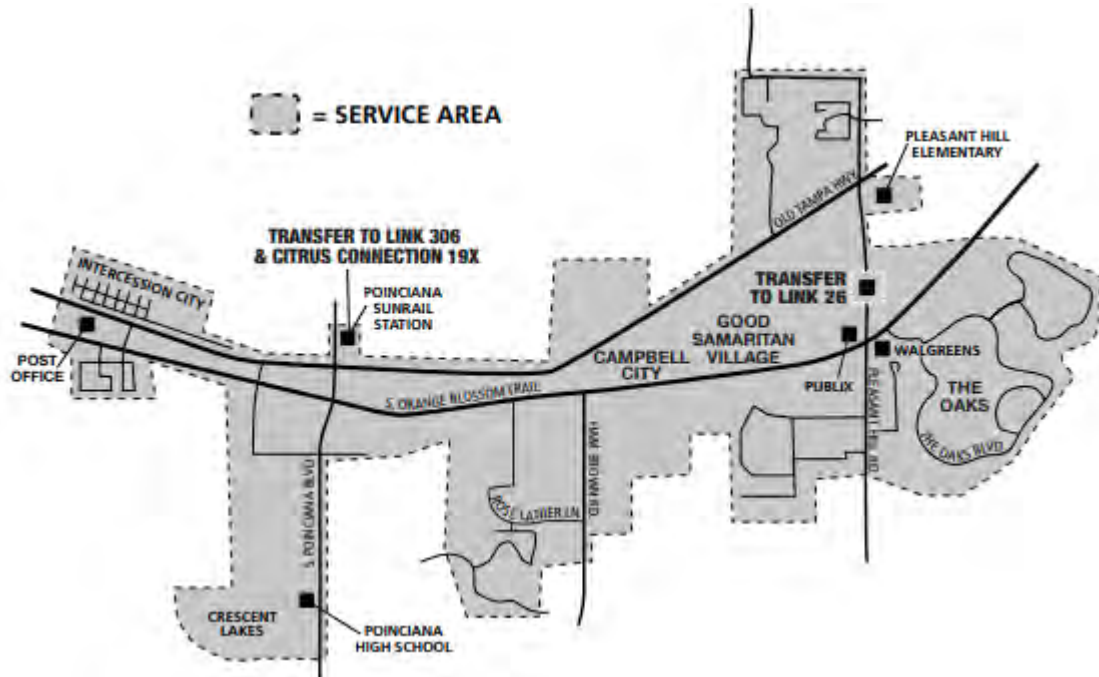
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 426, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, Publix Shopping Cener, Citrus Connection 16X & 603



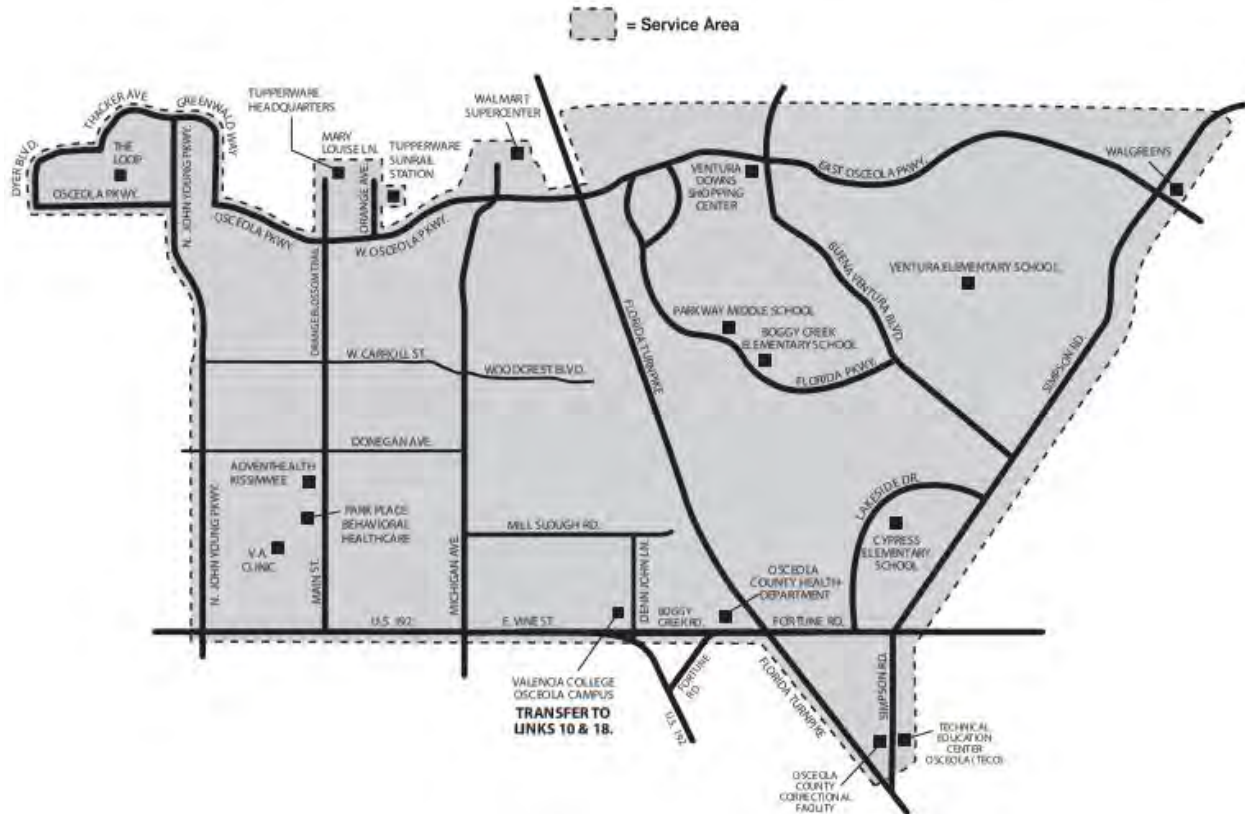
NeighborLink 604 Intercession City/Campbell City

Serving: Intercession City, Campbell City, Southwest Kissimmee, Link 26, Poinciana SunRail Station, Pleasant Hill Commons, Publix Shopping Center, Good Samaritan Village, The Oaks, Crescent Lakes, Citrus Connection 19X, and Poinciana High School;



NeighborLink 831 N. Kissimmee/Buena Ventura Lakes

Serving: Tupperware SunRail Station, Valencia College Osceola Campus, Osceola County Correctional Facility, Technical Education Center Osceola, AdventHealth Kissimmee, Tupperware Headquarters, and The Loop



Osceola County Transit Service Costs

Exhibit B

Description of Appropriated Amount
October 1, 2025 through September 30, 2026

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 10	24,684 \$	2,775,188
Link 18	8,568	963,323
Link 26	17,109	1,923,550
Link 55	25,496	2,866,513
Link 56	24,735	2,780,922
Link 57	3,035	341,249
Link 108	6,422	722,077
Link 306	1,252	140,773
Link 407	1,700	191,182
Link 426	6,198	696,816
Link 441	1,270	142,731
Subtotal	120,469 \$	13,544,324

Operating Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,935,319)
SunRail Feeder Service	(143,698)
Lynx Non-Operating Cost Recoveries	(217,155)
LYNX Stabilization Fund	(\$1,731,616)
Subtotal	\$ (4,027,788)

Net Fixed Route Cost \$ 9,516,536

NeighborLink Operating Costs

	Hours	Amount
NL 801	5,014 \$	340,122
NL 804	3,400	230,622
NL 831	9,053	614,031
Subtotal	17,467 \$	1,184,775

ParaTransit Operating Costs

	Trips	Amount
Americans with Disabilities Act (ADA) Funding	73,491 \$	4,350,667
Transportation Disadvantaged (TD) Funding	27,130	1,606,096
LYNX Stabilization Fund		(456,346)
Subtotal	100,621 \$	5,500,417

Total Operating Costs \$ 16,201,728

Capital Funding Cost \$413,812
\$3 per Hour Capital Funding

Sunrail Feeder Route \$ 143,698
12 Month Contribution

Total County Transit Service Cost \$ 16,759,238

FY2026 Billing Schedule

	<u>Amount</u>
October-25	\$ 1,396,603
November-25	1,396,603
December-25	1,396,603
January-26	1,396,603
February-26	1,396,603
March-26	1,396,603
April-26	1,396,603
May-26	1,396,603
June-26	1,396,603
July-26	1,396,603
August-26	1,396,603
September-26	1,396,605
Annual Funding Request from County	<u>\$ 16,759,238</u>

Exhibit "C"
Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
Subtotal	118,785,091	1,166,952	119,952,043
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

**26-C009 Service Funding Agreement
by and between
Seminole County, Florida
and
Central Florida Regional Transportation Authority**

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 19, 2024 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2024 to September 30, 2025, to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2025; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2025 and ending on September 30, 2026.

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2025 and ending the following September 30, 2026.

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2026 and ending the following September 30, 2027.

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

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

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

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

“Revenue Hours” means the hours 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.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service.

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2025 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii)

The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2026 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

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

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

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

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

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

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

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

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

period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

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

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

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

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

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

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

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

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

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

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

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

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House Counsel

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2025. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2026, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

[Signatures appear on following page]

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

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

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

By: _____
Jay Zembower, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

ATTEST:

By: _____
Clerk to the Board of County
Commissioners

For the use and reliance of Seminole
County only.

Approved as to form and legal sufficiency.

County Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

AKERMAN LLP

By: _____
James F. Goldsmith, Partner

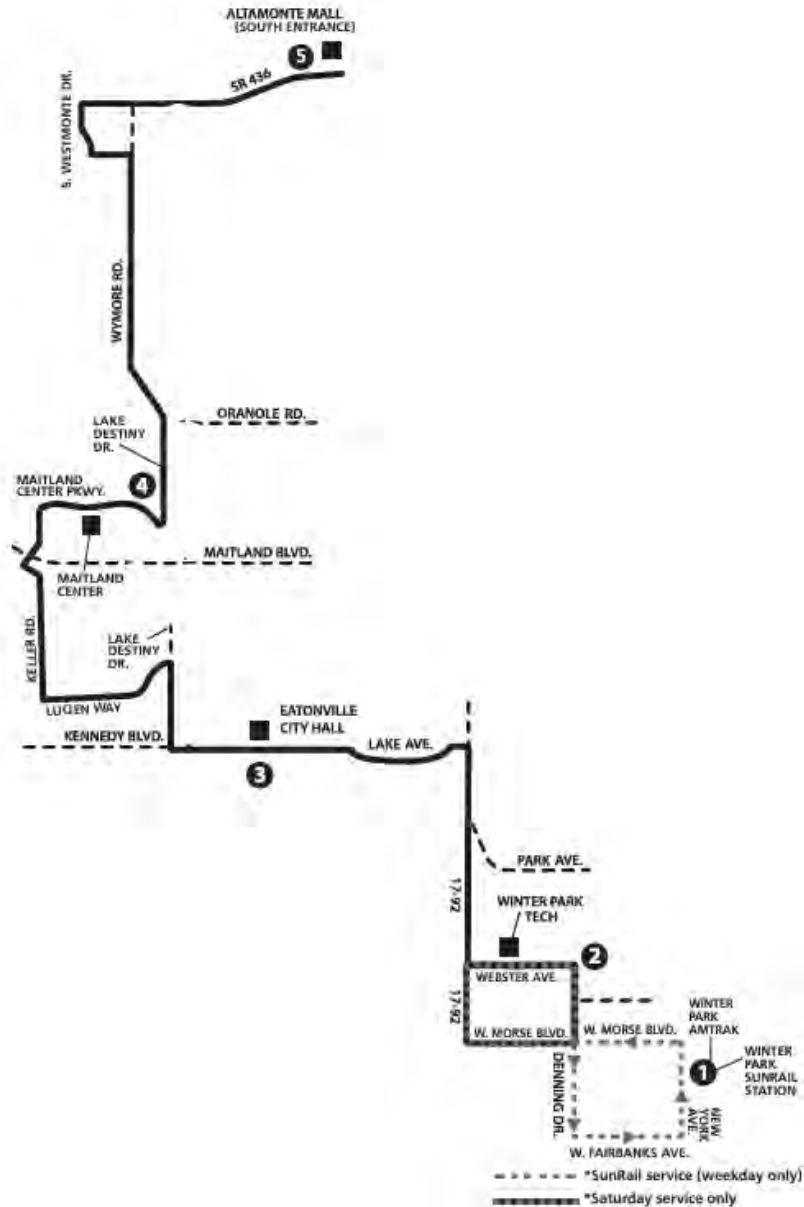
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

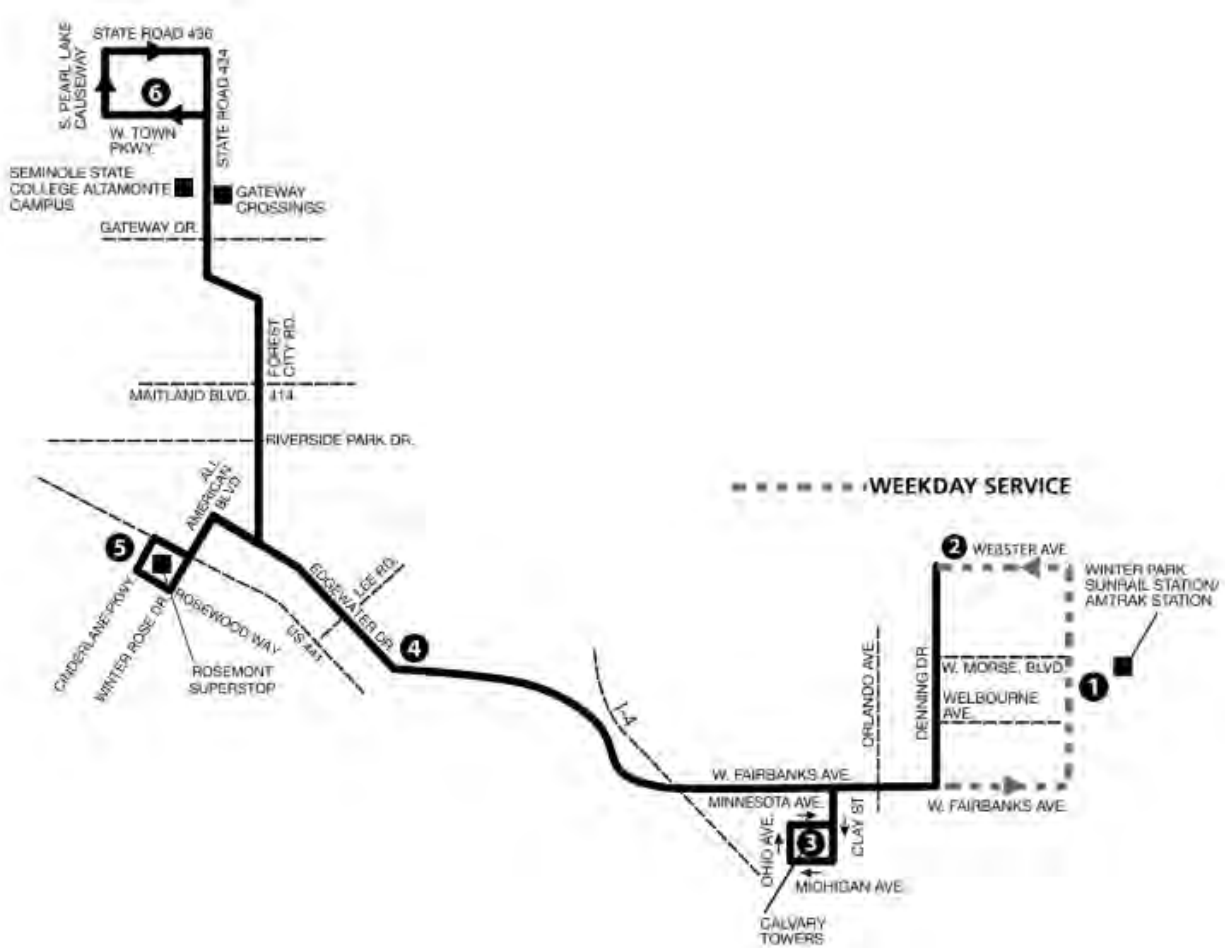
LINK 1 Winter Park/Maitland/Altamonte Springs

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



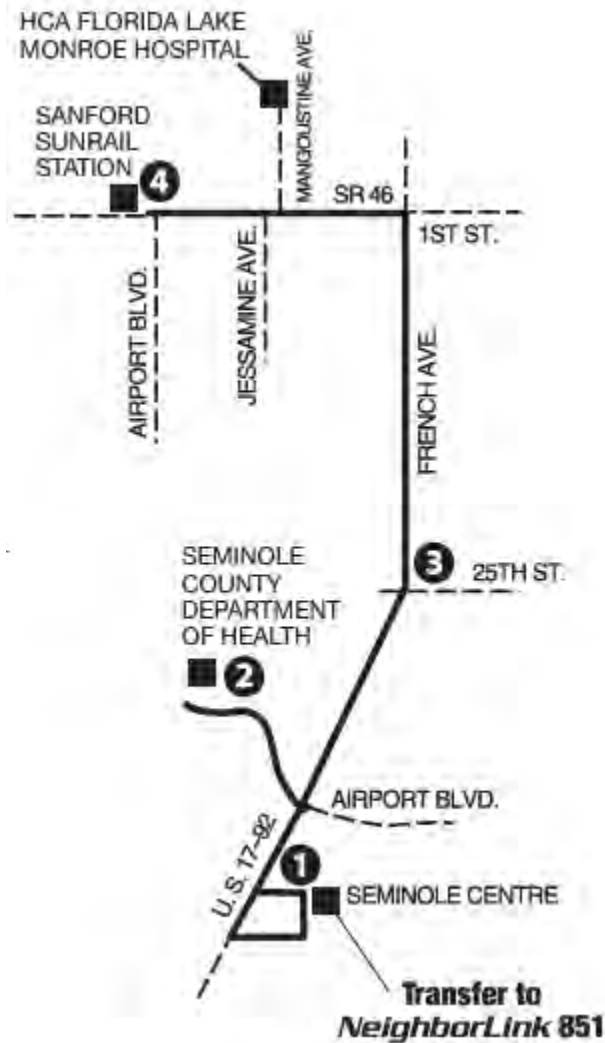
LINK 23 Winter Park/Rosemont/Altamonte Springs

Serving: Winter Park Tech, Rosemont Superstop, West Town Center, Winter Park SunRail Station, Seminole State College, Gateway Crossings, and Calvary Towers



LINK 34 Sanford/N. U.S. 17-92

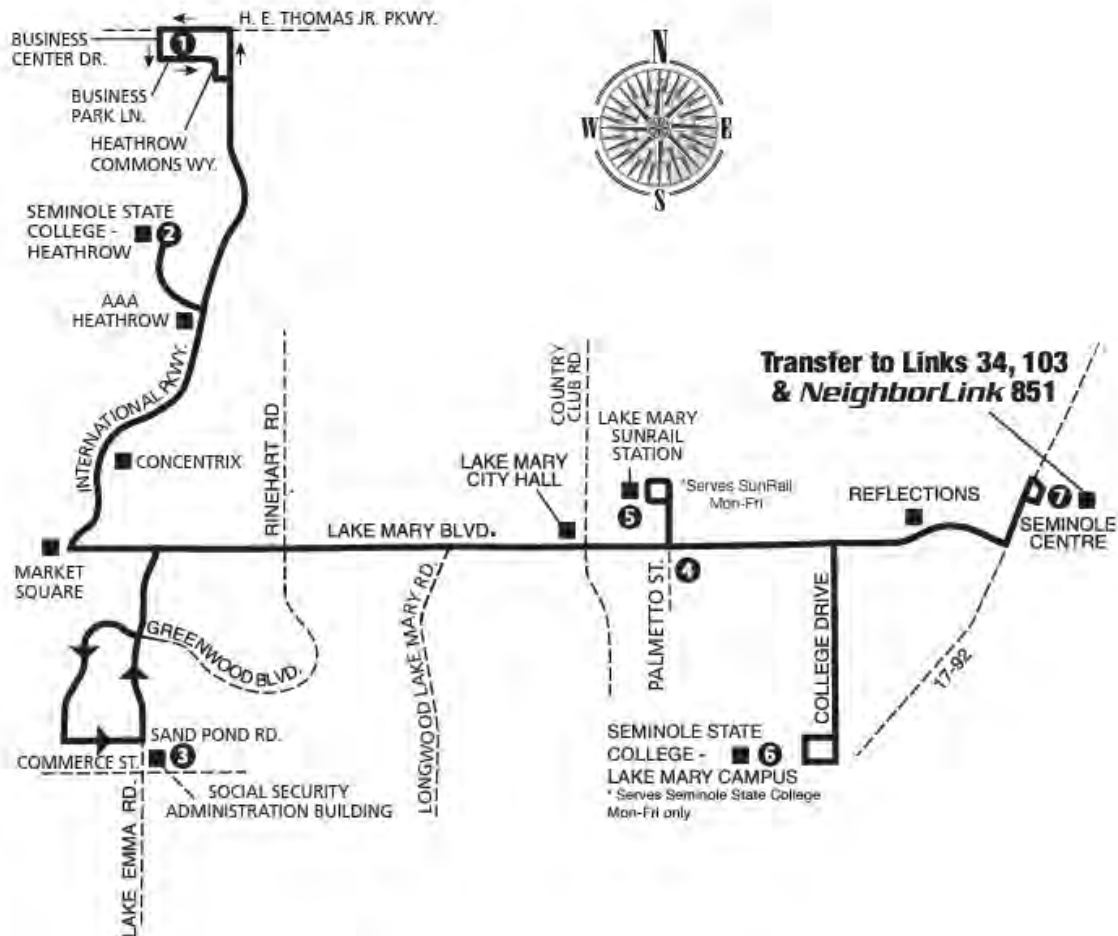
Serving: Seminole Centre, Seminole County Health & Human Services, HCA Florida Lake Monroe Hospital, Sanford SunRail Station, and NeighborLink 851



This route will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, this route shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

LINK 45 Lake Mary

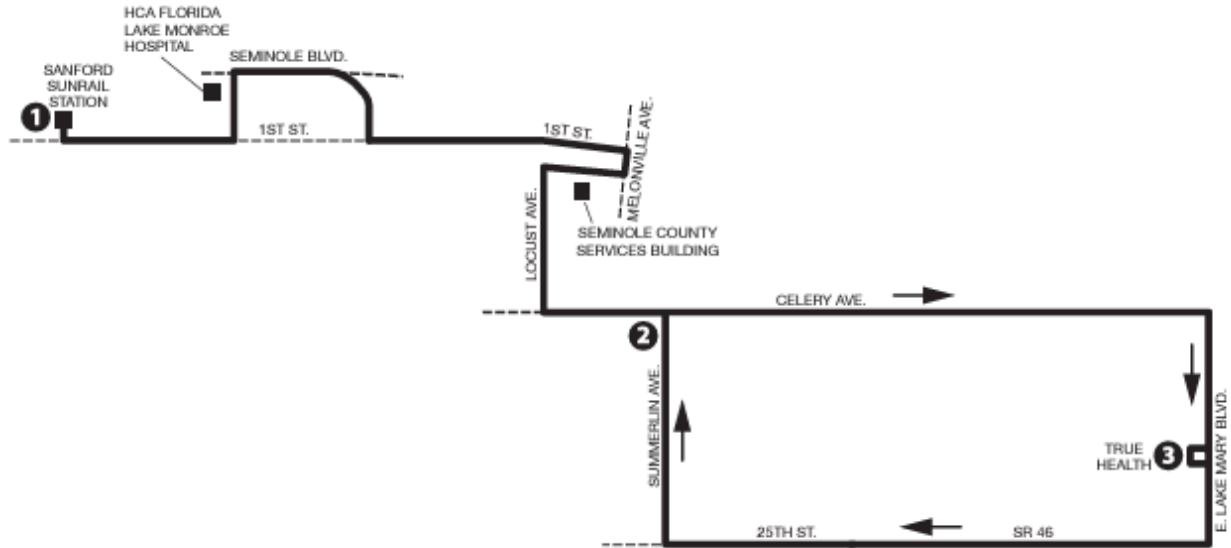
Serving: Colonial Center, Lake Emma Rd, Lake Mary Blvd, Lake Mary City Hall, Reflections, Seminole Centre, Seminole State College – Heathrow & Lake Mary Sanford, AAA Heathrow, Concentrix, Lake Mary SunRail Station, and NeighborLink 851



This route will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, this route shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

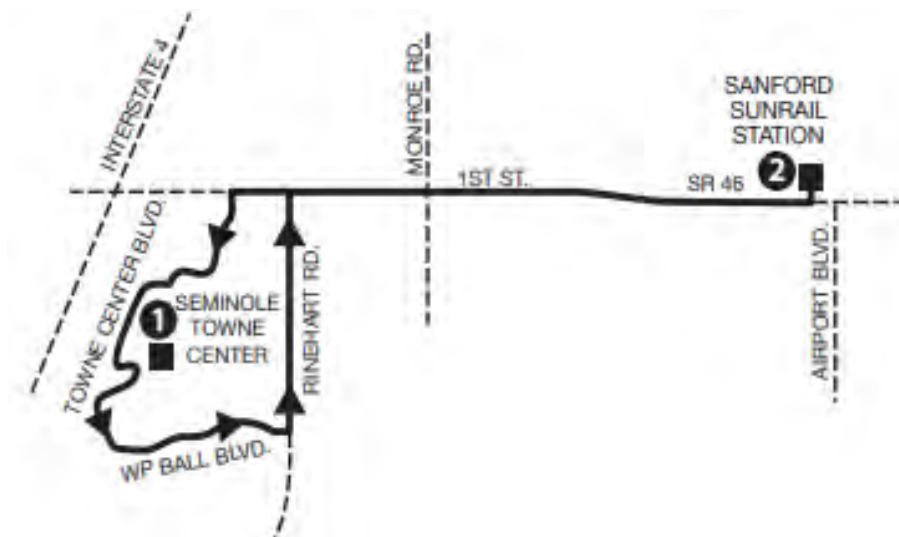
LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, HCA Florida Lake Monroe Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 851



LINK 46 West w. SR 46/Seminole Towne Center

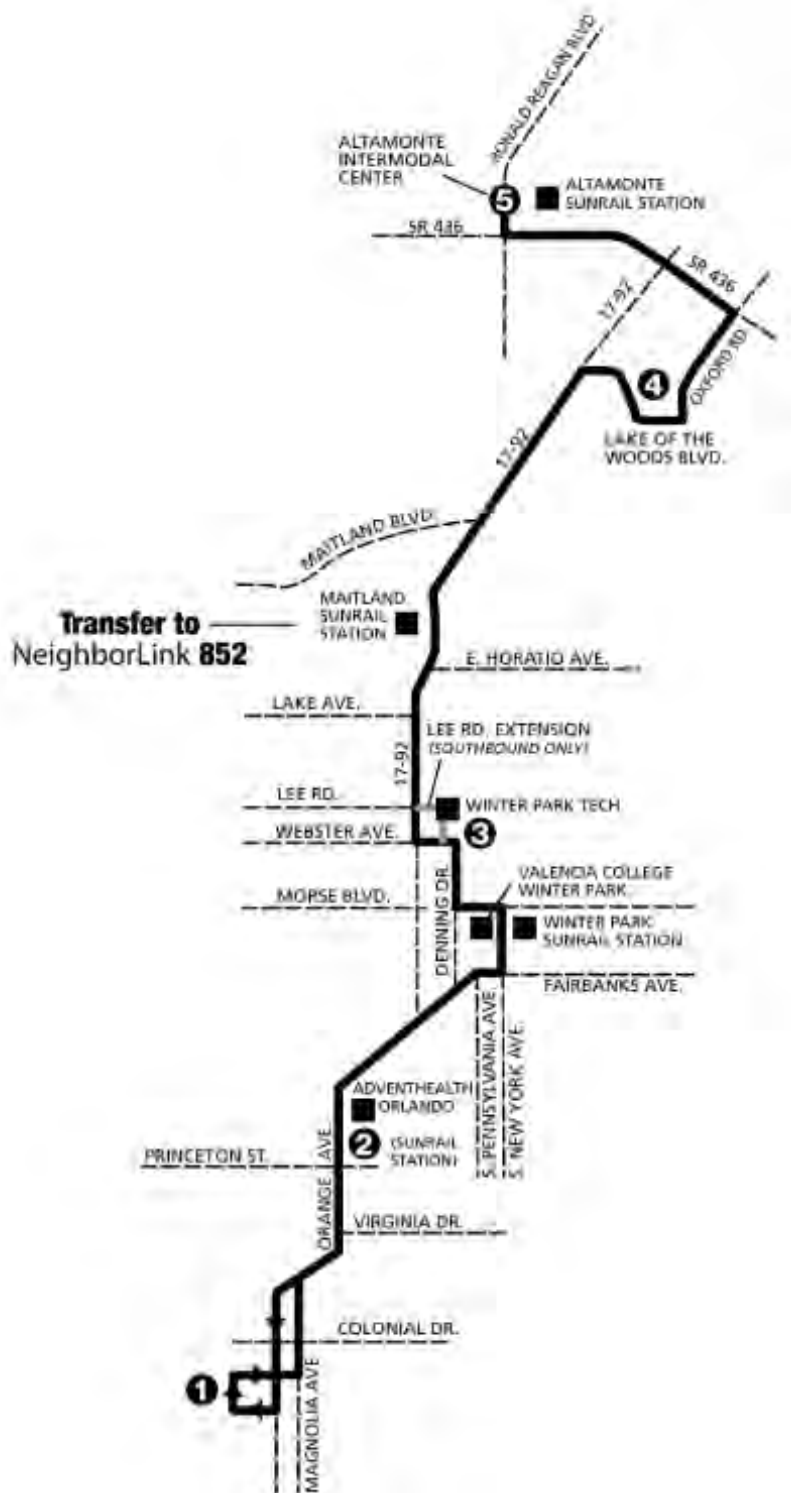
Serving: Seminole Towne Center, Walmart Rinehart Road, Sanford SunRail Station, and NeighborLink 851



These routes will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, these routes shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, AdventHealth Orlando, Valencia College – Winter Park, Winter Park Tech, Maitland SunRail Station, Winter Park SunRail Station, Altamonte Springs SunRail Station, Altamonte Intermodal Center.



LINK 103 North U.S. 17-92/ Seminole Centre

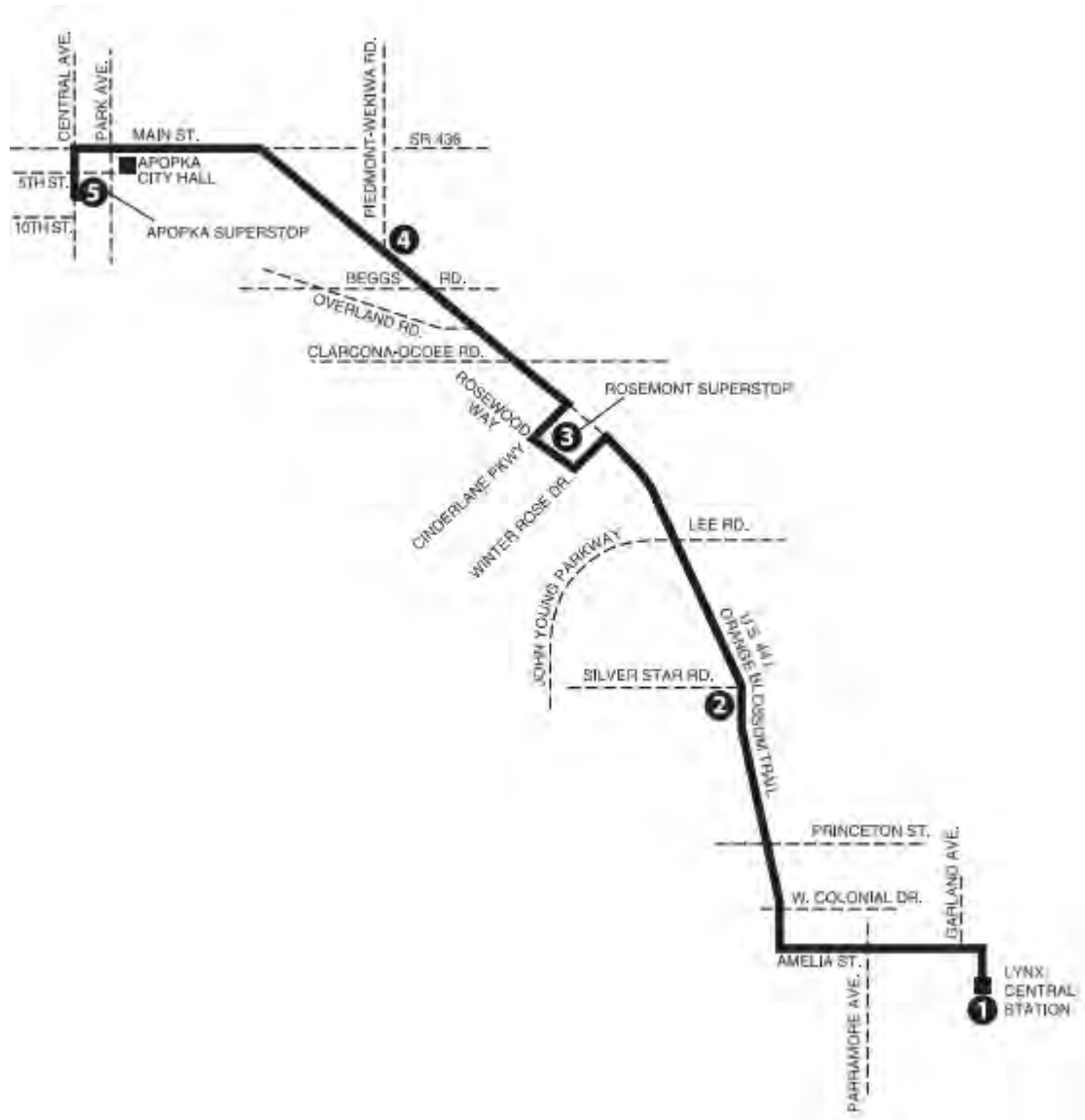
Serving: Seminole County Courthouse, Seminole Centre, Seminole State College, Fern Park Superstop, and NeighborLink 851



This route will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, this route shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

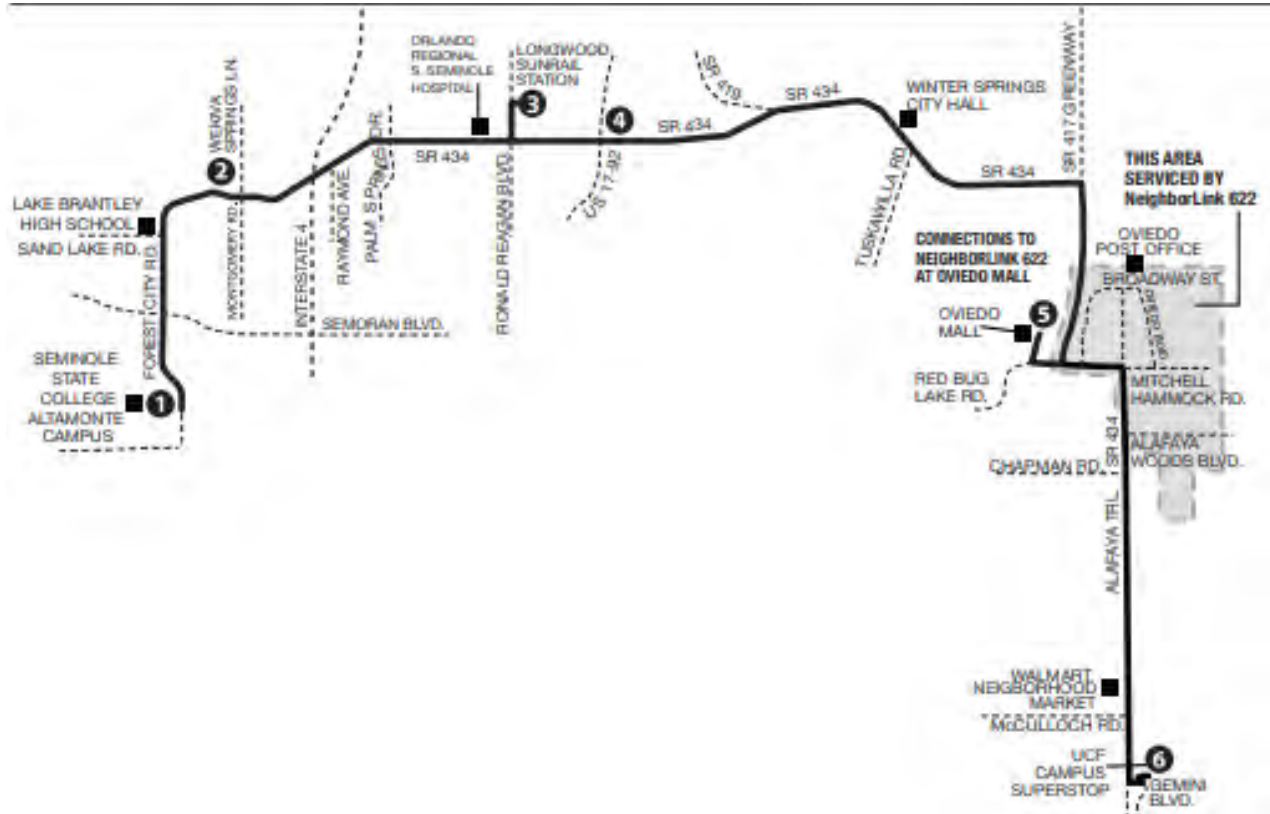
LINK 106 North U.S. 441/Apopka

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



Link 434 S.R. 434

Serving: Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 822, Longwood SunRail Station, and Seminole State College - Altamonte Campus



This route will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, this route shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

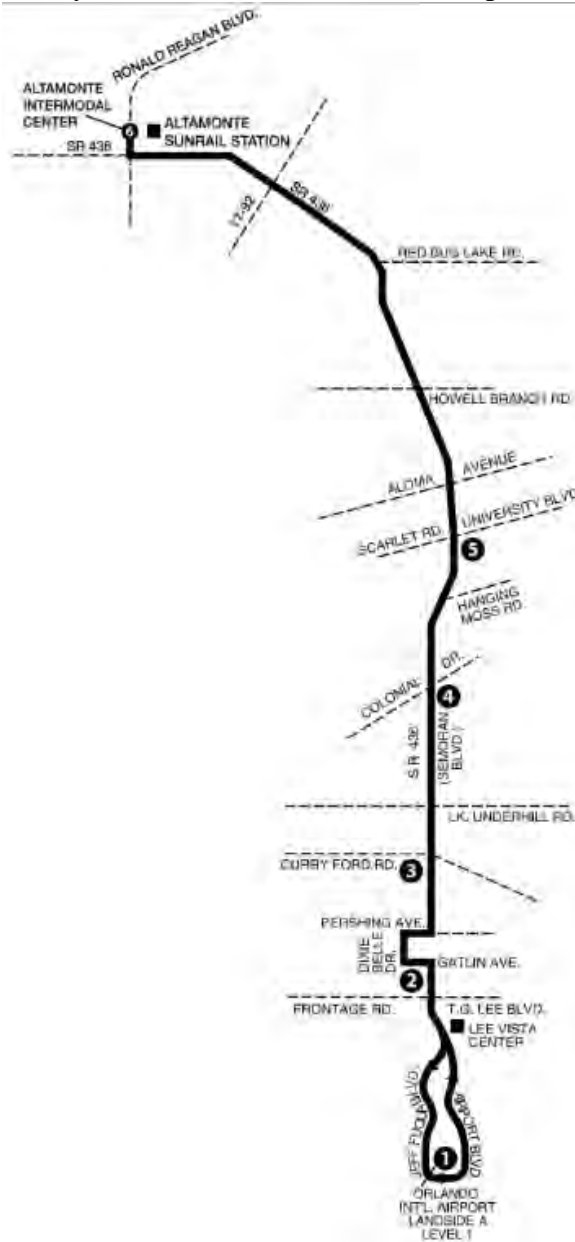
Link 436N SR 436/Apopka/Altamonte Springs

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Apopka City Hall, Altamonte Intermodal Center, and Altamonte SunRail Station.



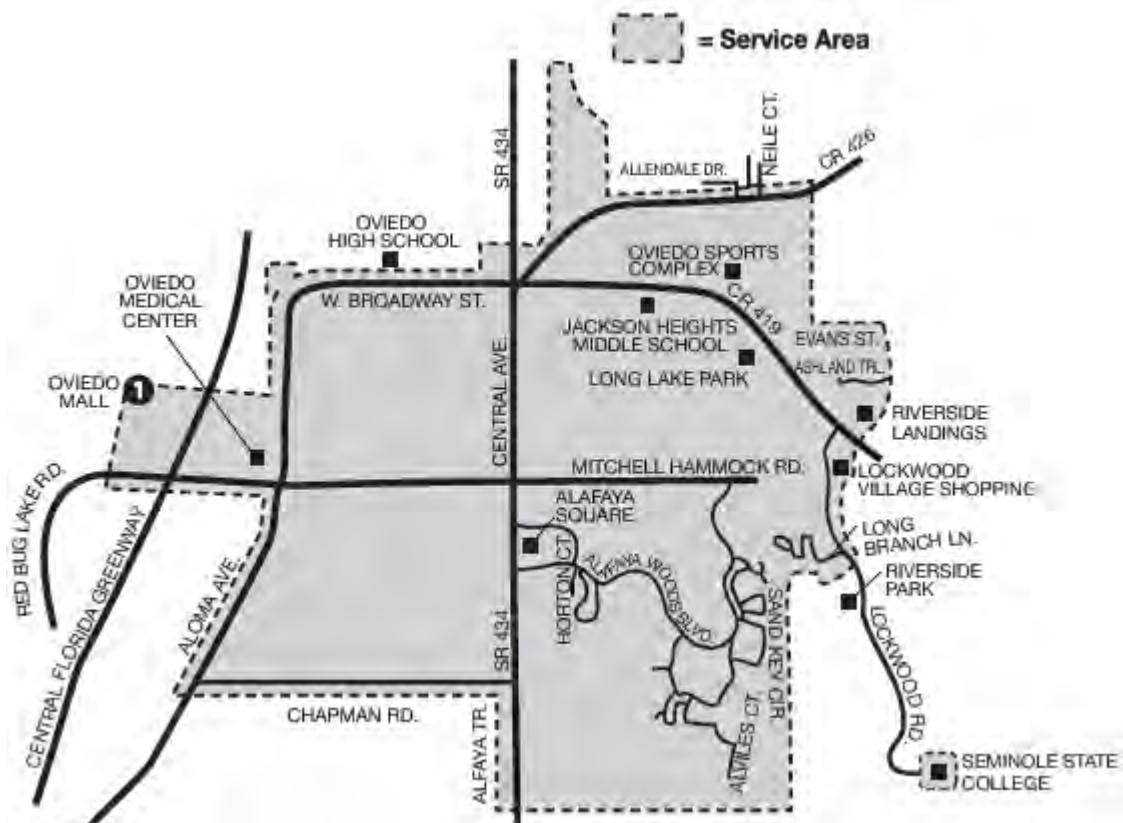
Link 436S SR 436//Orlando International Airport/Altamonte Springs

Serving: Altamonte Springs SunRail Station, Altamonte Intermodal Center, Casselberry, Azalea Park, Full Sail University, and Orlando International Airport



NeighborLink 822 Oviedo

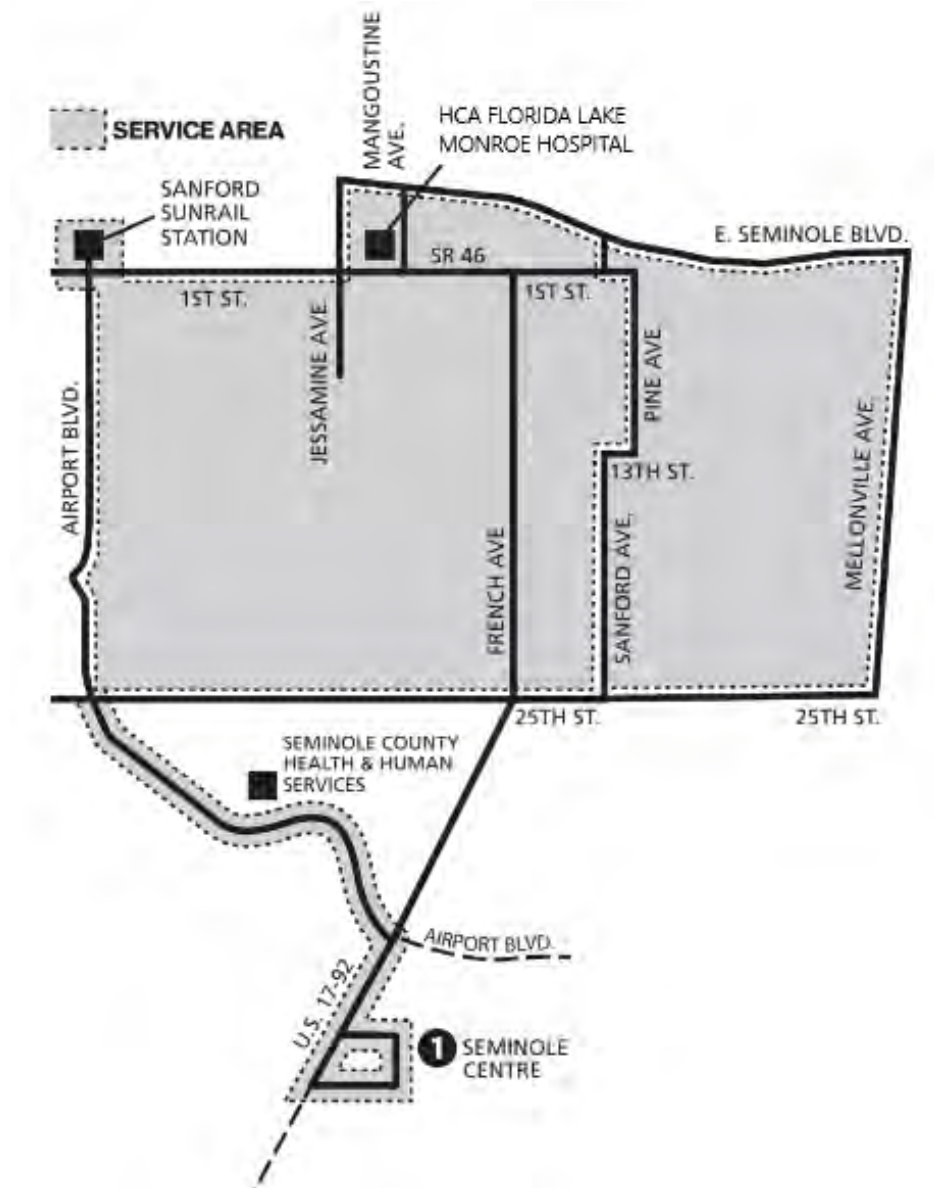
Serving: Seminole State College, Oviedo Mall, Link 434, Oviedo High School, Oviedo Sports Complex, and Jackson Heights Middle School



This route will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, this route shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

NeighborLink 851 Sanford

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro, Westside Community Center, Seminole County Health & Human Services, Sanford Civic Center, Seminole County Library, Seminole County Courthouse, Seminole County Services Building, HCA Florida Lake Monroe Hospital, and Sanford City Hall



This route will be part of the Service Area from and after October 1, 2025 until January 11, 2026. From and after January 11, 2026, this route shall be terminated and no longer constitute part of the Service Area, without any additional action required on the part of any party hereto.

Seminole County Transit Service Costs

Exhibit B

Description of Appropriated Amount
October 1, 2025 through September 30, 2026

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 1	730	\$ 83,980
Link 23	2,589	297,818
Link 34	2,940	338,162
Link 45	4,168	479,406
Link 102	9,599	1,103,965
Link 103	5,738	659,905
Link 106	696	80,100
Link 436 S	10,542	1,212,455
Link 436 N	17,969	2,066,669
Link 434	4,022	462,516
Link 46 E	2,033	233,857
Link 46 W	1,653	190,087
Subtotal	62,681	\$ 7,208,920

Operating Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,003,522)
SunRail Feeder Service	(230,580)
City of Altamonte Springs	(\$120,900)
Lynx Non-Operating Cost Recoveries	(118,969)
LYNX Stabilization Fund	(\$953,657)
Subtotal	\$ (2,427,628)

Net Fixed Route Cost	\$ 4,781,292
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NeighborLink Operating Costs

	Hours	Amount
NL 822	1,583 \$	112,577
NL 851	1,539	109,469
	3,122 \$	222,046

ParaTransit Operating Costs

	Amount
Americans with Disabilities Act (ADA) Funding	\$ 5,134,660
Transportation Disadvantaged (TD) Funding	1,574,030
LYNX Stabilization Fund	(\$514,031)
	\$ 6,194,659

Total Operating Costs	\$ 11,197,997
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Capital Funding Cost	\$ 197,284
\$3 per Hour Capital Funding	

Sunrail Feeder Route Contribution	\$ 230,580
12 Months Contribution	

Total County Transit Service Cost	\$ 11,625,861
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FY2026 Billing Schedule

	<u>Amount</u>
October-25	\$ 1,356,689
November-25	1,356,689
December-25	1,356,689
January-26	1,089,533
February-26	808,283
March-26	808,283
April-26	808,283
May-26	808,283
June-26	808,283
July-26	808,283
August-26	808,283
September-26	808,280
Annual Funding Request from County	<u>\$ 11,625,861</u>

Exhibit "C"
Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
Subtotal	118,785,091	1,166,952	119,952,043
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

LYNX Finance & Audit Committee Agenda

Action Item #6.C

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2026 Service Funding Agreements with the Municipal Funding Partners

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Municipal Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2026 Budget.

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

BACKGROUND:

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

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

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

LYNX Finance & Audit Cmmittee Agenda

The funding partner agreement for FY2026 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.
- c) An “addendum” to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Municipal Funding Partners for Fiscal Year 2026 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

Please reference the following Exhibit “C”, which is included in each of the Municipal Funding Partners’ Agreements.

LYNX Finance & Audit Committee Agenda

Exhibit "C"

Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
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City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

**26-C010 Service Funding Agreement
by and between
City of Orlando, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a municipal corporation duly created, organized, and existing under, and by virtue of the laws of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 21, 2024 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2024 to September 30, 2025 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ends on September 30, 2025; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2025 and ending on September 30, 2026.

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2025 and ending the following September 30, 2026.

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

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2026 and ending the following September 30, 2027.

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

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

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

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

“Revenue Hours” means the hours 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.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service.

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2025 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2025 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

- (i) Addition of route(s).
- (ii) Elimination of route(s).
- (iii) Combination of routes.
- (iv) Changes to service span.

- (v) Change to service frequency.
- (vi) Changes in days of operation.

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

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

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

adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

The provisions of this Paragraph 7 are further subject to the rights of the parties to terminate this Agreement after the end of any fiscal year.

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

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House Counsel

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2025. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2026, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

[Signatures appear on following page]

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

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

CITY OF ORLANDO, FLORIDA

By: _____
Buddy Dyer, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

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

By: _____

Name: _____
Title: Assistant City Attorney

Date: _____

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

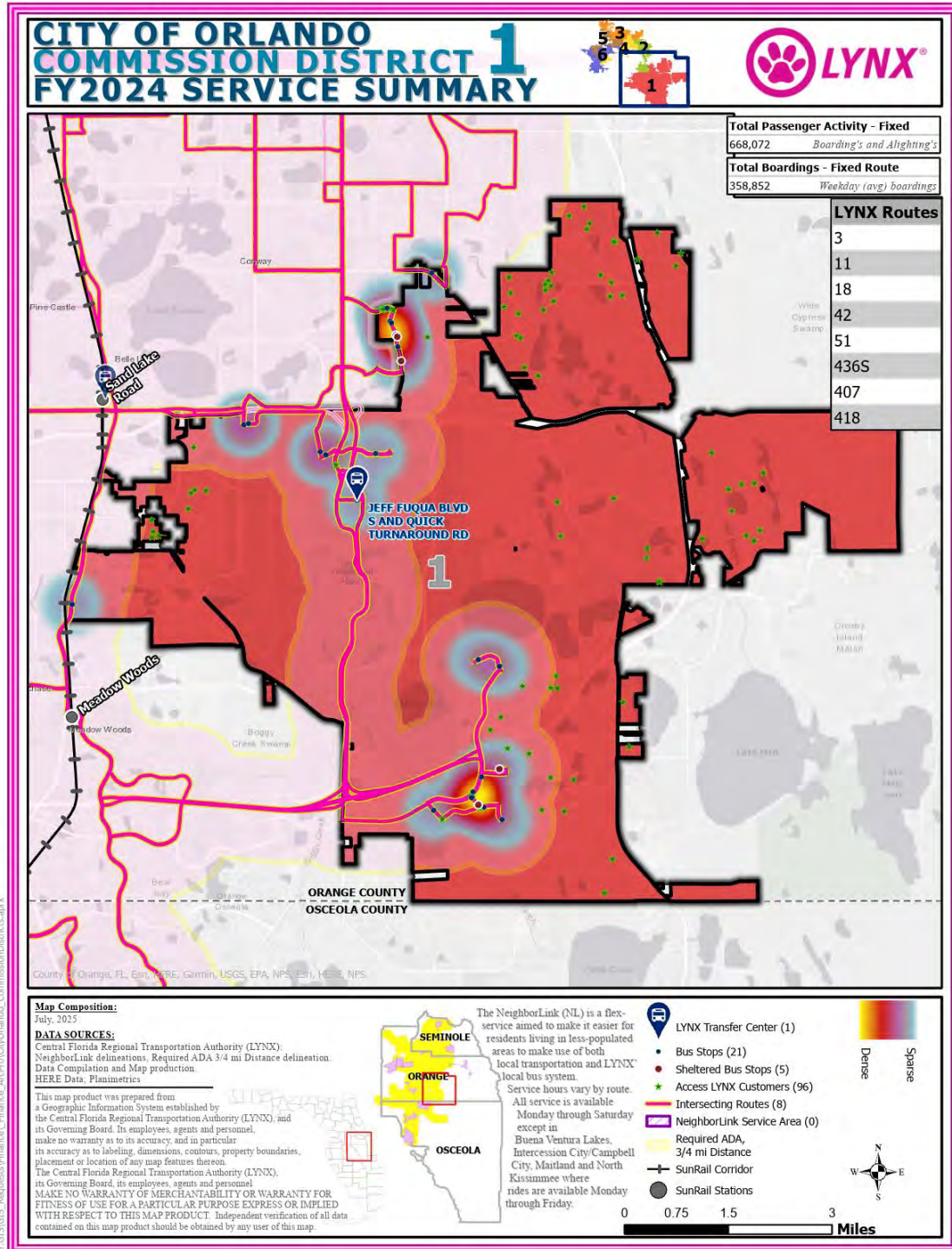
AKERMAN LLP

By: _____
James F. Goldsmith, Partner

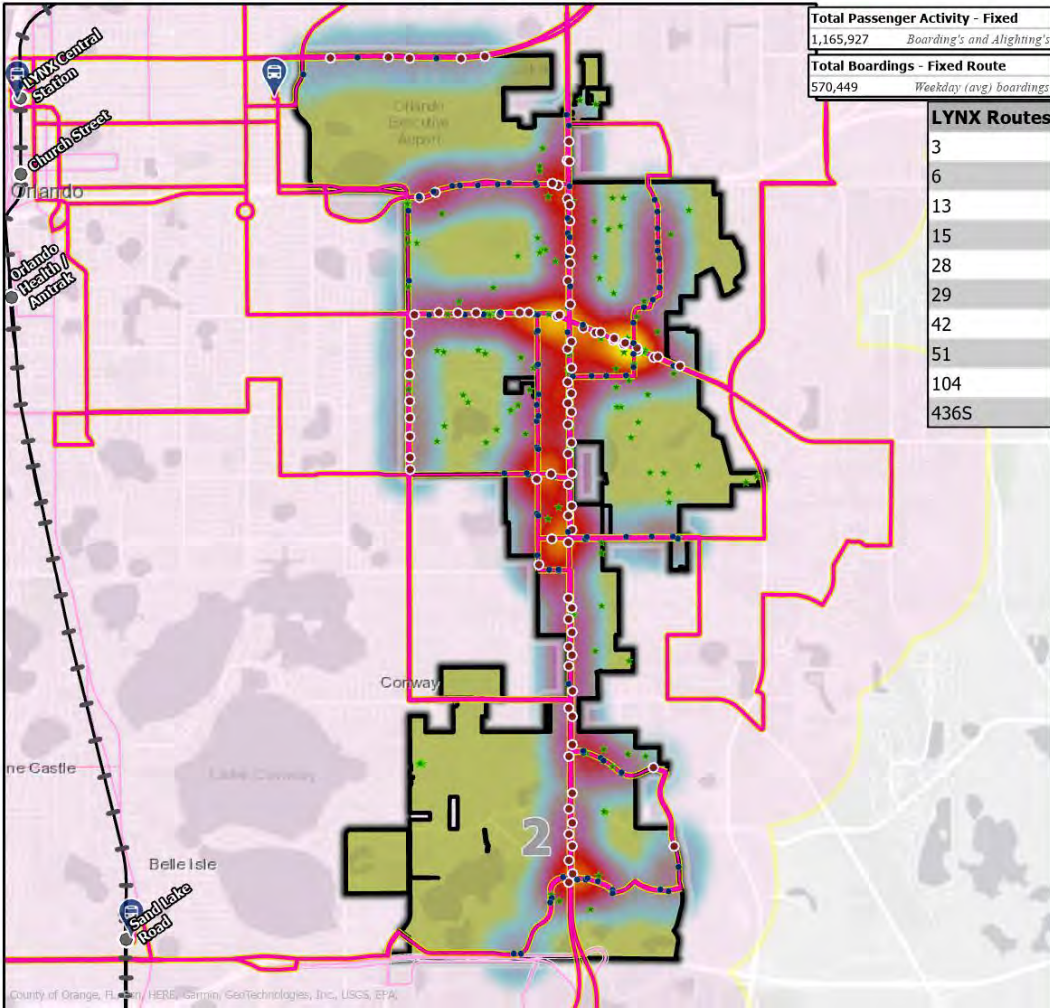
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA



CITY OF ORLANDO COMMISSION DISTRICT 2 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed
1,165,927 Boarding's and Alighting's

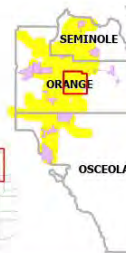
Total Boardings - Fixed Route
570,449 Weekday (avg) boardings

LYNX Routes	
3	
6	
13	
15	
28	
29	
42	
51	
104	
436S	

Map Composition:
July, 2025

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX);
NeighborLink delineations, Required ADA 3/4 mi Distance delineation.
Data Compilation and Map production:
HERE Data, Planimetrics

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX), and its Governing Board. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel, MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.



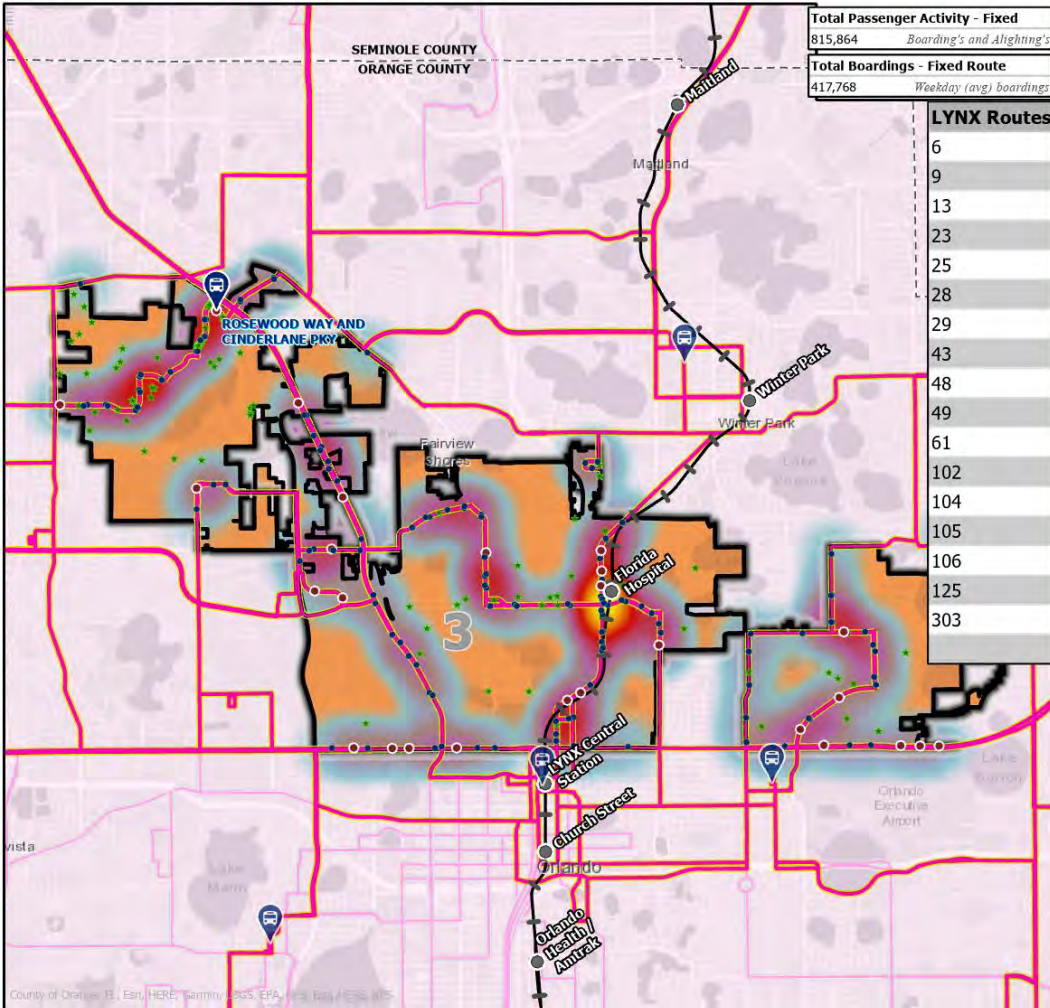
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (0)
- Bus Stops (101)
- Sheltered Bus Stops (90)
- Access LYNX Customers (160)
- Intersecting Routes (10)
- NeighborLink Service Area (0)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 3 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed
815,864 Boarding's and Alighting's
Total Boardings - Fixed Route
417,768 Weekday (avg) boardings

LYNX Routes

6
9
13
23
25
28
29
43
48
49
61
102
104
105
106
125
303

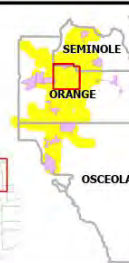
Map Composition:

July, 2025

DATA SOURCES:

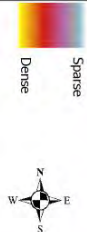
Central Florida Regional Transportation Authority (LYNX); NeighborLink delineations, Required ADA 3/4 mi Distance delineation. Data Compilation and Map production: HERE Data, Planimetrics

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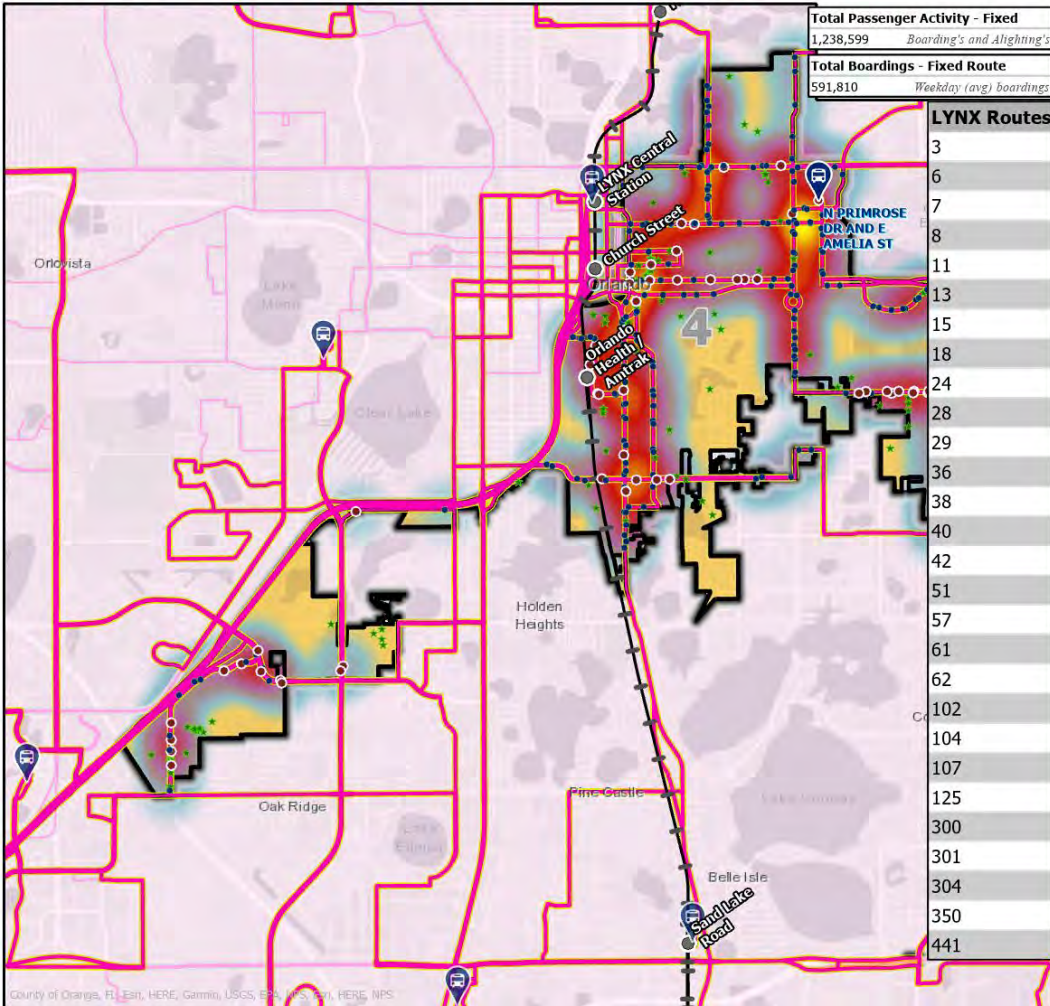
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- LYNX Transfer Center (1)
- Bus Stops (134)
- Sheltered Bus Stops (28)
- Access LYNX Customers (118)
- Intersecting Routes (18)
- NeighborLink Service Area (0)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 4 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed
1,238,599 Boarding's and Alighting's

Total Boardings - Fixed Route
591,810 Weekday (avg) boardings

LYNX Routes

3
6
7
8
11
13
15
18
24
28
29
36
38
40
42
51
57
61
62
102
104
107
125
300
301
304
350
441

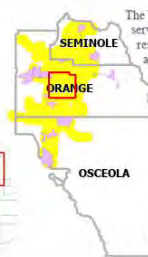
Map Composition:

July, 2025

DATA SOURCES:

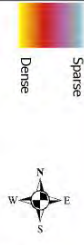
Central Florida Regional Transportation Authority (LYNX);
NeighborLink delineations, Required ADA 3/4 mi Distance delineation.
Data Compilation and Map production.
HERE Data, Planimetrics

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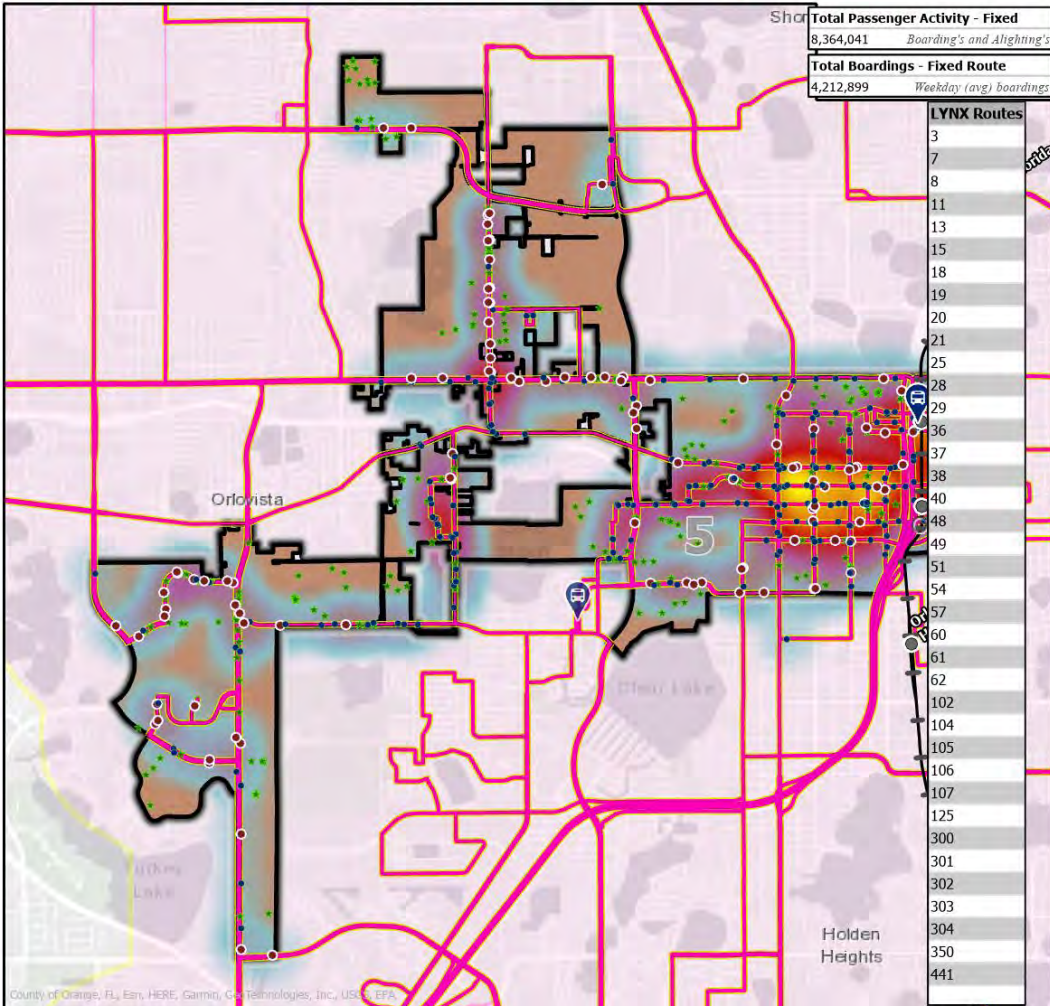
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (1)
- Bus Stops (198)
- Sheltered Bus Stops (59)
- Access LYNX Customers (193)
- Intersecting Routes (28)
- NeighborLink Service Area (0)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 5 FY2024 SERVICE SUMMARY



Total Passenger Activity - Fixed
8,364,041 Boarding's and Alighting's

Total Boardings - Fixed Route
4,212,899 Weekday (avg) boardings

LYNX Routes

3
7
8
11
13
15
18
19
20
21
25
28
29
36
37
38
40
48
49
51
54
57
60
61
62
102
104
105
106
107
125
300
301
302
303
304
350
441

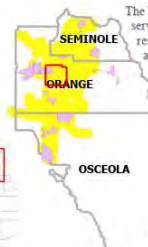
Map Composition:

July, 2025

DATA SOURCES:

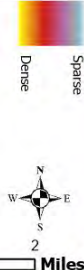
Central Florida Regional Transportation Authority (LYNX);
NeighborLink delineations, Required ADA 3/4 mi Distance delineation.
Data Compilation and Map production.
HERE Data, Planimetrics

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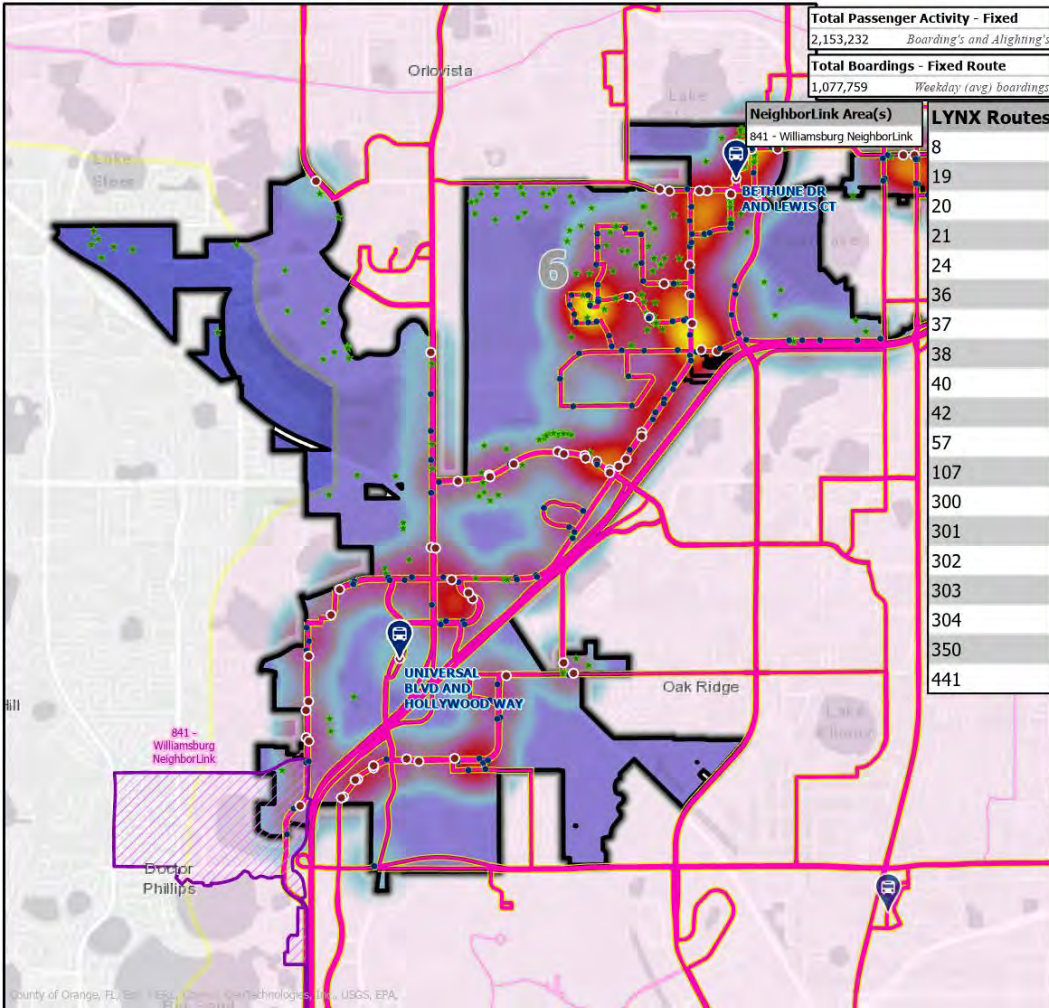
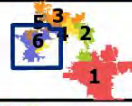
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- LYNX Transfer Center (1)
- Bus Stops (250)
- Sheltered Bus Stops (115)
- Access LYNX Customers (364)
- Intersecting Routes (39)
- NeighborLink Service Area (0)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



0 0.5 1 2 Miles

CITY OF ORLANDO COMMISSION DISTRICT 6 FY2024 SERVICE SUMMARY



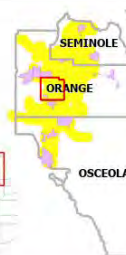
Total Passenger Activity - Fixed
2,153,232 Boarding's and Alighting's
Total Boardings - Fixed Route
1,077,759 Weekday (avg) boardings

NeighborLink Area(s)	LYNX Routes
841 - Williamsburg NeighborLink	8
	19
	20
	21
	24
	36
	37
	38
	40
	42
	57
	107
	300
	301
	302
	303
	304
	350
	441

Map Composition:
July, 2025

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX);
NeighborLink delineations, Required ADA 3/4 mi Distance delineation.
Data Compilation and Map production:
HERE Data, Planimetrics

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The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX' local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (2)
- Bus Stops (140)
- Sheltered Bus Stops (69)
- Access LYNX Customers (249)
- Intersecting Routes (19)
- NeighborLink Service Area (1)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations

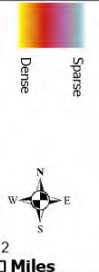


Exhibit “B”
City of Orlando Transit Service Costs
Description of Appropriated Amount
October 1, 2025 through September 30, 2026

Total City Transit Service Cost	\$	4,003,006
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FY2026 Billing Schedule

		<u>Amount</u>
October-25	\$	1,000,752
January-26		1,000,752
April-26		1,000,752
July-26		1,000,750
Annual Funding Request from City	\$	<u><u>4,003,006</u></u>

Exhibit "C"
Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
Subtotal	118,785,091	1,166,952	119,952,043
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

26-C006 Service Funding Agreement
by and between
City of Altamonte Springs, Florida
and
Central Florida Regional Transportation Authority

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 19, 2024 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2024 to September 30, 2025 and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ends on September 30, 2025; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2025 and ending on September 30, 2026 (“**Fiscal Year**”) to support LYNX’s Public Transportation services within the Funding Partner’s Service Area (as hereinafter defined) for such fiscal year; and

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

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

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

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

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

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

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

“**Current Fiscal Year**” means the fiscal year beginning on October 1, 2025 and ending on September 30, 2026.

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2025 and ending the following September 30, 2026.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations.

Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“FDOT” means the Florida Department of Transportation.

“FTA” means the Federal Transit Association.

“Funding Partner’s Service Area” means the portion of the Service Area that is within the Funding Partner’s jurisdictional boundaries.

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

“Next Fiscal Year” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2026 and ending the following September 30, 2027.

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

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

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

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

“Revenue Hours” means the hours 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.

“Revenue Miles” means the miles a vehicle travels while in Revenue Service.

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in four (4) equal quarterly installments, with each installment being due on the first day of each quarter. The first installment payment shall be due upon the later of (x) October 1, 2025 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal quarterly installments due on the first day of each quarter commencing October 1, 2025 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

- (i) Addition of route(s).
- (ii) Elimination of route(s).
- (iii) Combination of routes.
- (iv) Changes to service span.

- (v) Change to service frequency.
- (vi) Changes in days of operation.

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

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

(i) Maps and schedules for each route operating in the Funding Partner's Service Area.

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

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

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

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

- (A) Subsidy per Passenger Trip.
- (B) Passengers per trip.
- (C) Passengers per Revenue Hour.
- (D) Passengers per Revenue Mile.
- (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

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

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

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

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

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

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto

agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

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

7. **Termination of Agreement.**

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

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

The provisions of this Paragraph 7 are further subject to the rights of the parties to terminate this Agreement after the end of any fiscal year.

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

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Altamonte Springs
City Clerk's Office

225 Newburyport Avenue
Altamonte Springs, Florida 32701
407-571-8000
cityclerk@altamonte.org

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

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

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

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

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

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

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

period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

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

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

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

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

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

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

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

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

As to Funding Partner: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Public Works and Utilities

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House Counsel

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2025. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2026, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **E-Verify.** Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify system to verify the work authorization status of all newly hired employees, and requiring all sub-contractors to provide an affidavit attesting that the sub-contractor does not employ, contract with, or sub-contract with, an unauthorized alien.

[Signatures appear on following page]

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

SIGNATURE PAGE FOR FUNDING PARTNER

FUNDING PARTNER:

**CITY OF ALTAMONTE SPRINGS,
FLORIDA**

By: _____
Pat Bates, Mayor

ATTEST:

Date: _____

By: _____
City Clerk

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

City Attorney

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Tiffany Homler Hawkins

Chief Executive Officer

Date: _____

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

AKERMAN LLP

By: _____

James F. Goldsmith, Partner

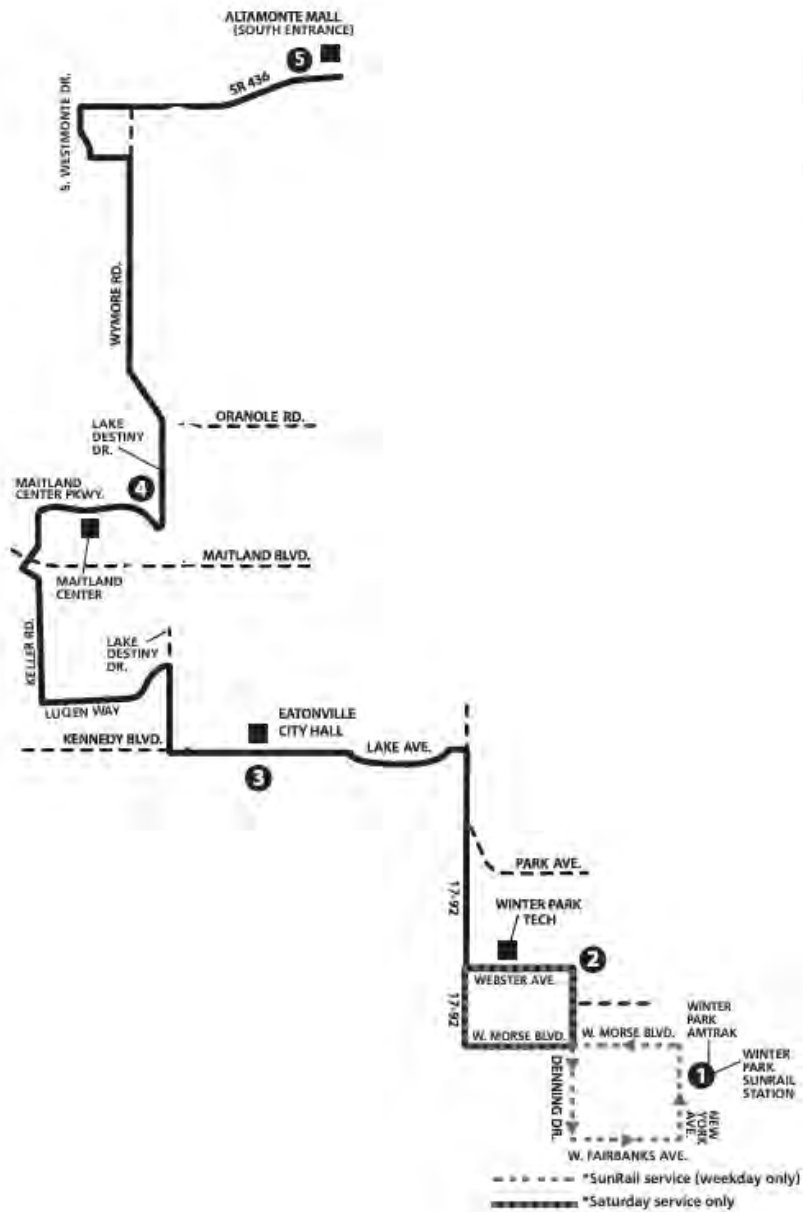
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

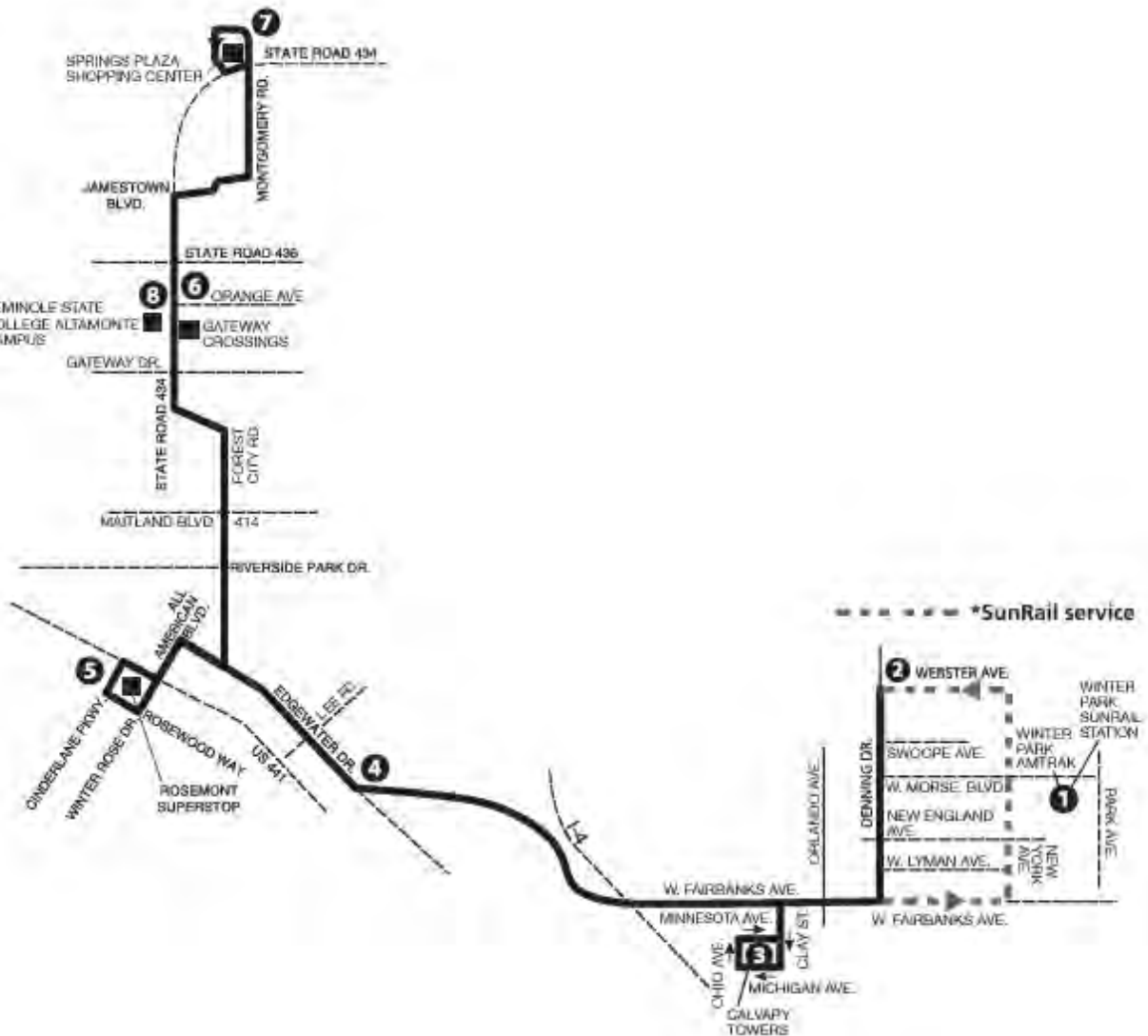
LINK 1 Winter Park/Maitland/Altamonte Springs

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



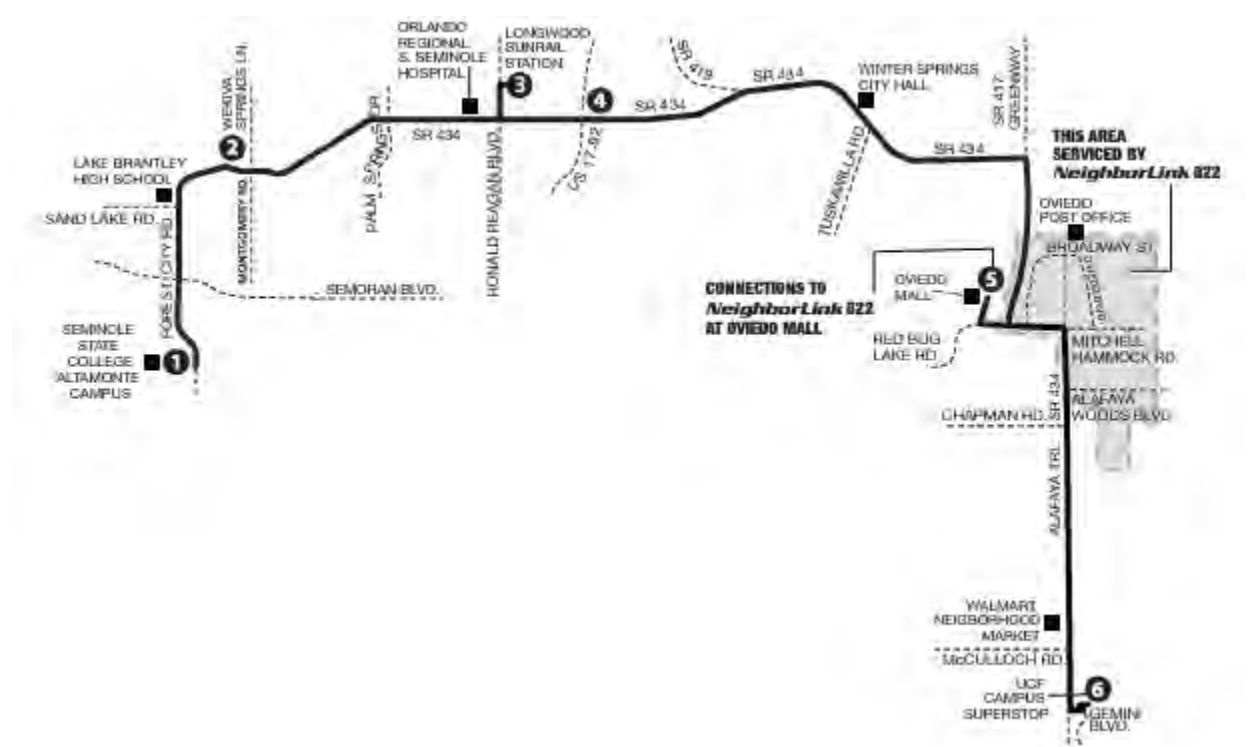
LINK 23 Winter Park/Rosemont/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, Springs Plaza, Calvary Towers, Seminole State College- Altamonte Campus, Winter Park SunRail Station, Winter Park Amtrak Station



Link 434 SR 434

Serving: Seminole State College- Altamonte Campus, Oviedo Mall, Winter Springs City Hall, Orlando Health South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 822, and Longwood SunRail Station



Link 436N SR 436/Fernwood/Apopka

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



Exhibit “B”
City of Altamonte Springs Transit Service Costs
Description of Appropriated Amount
October 1, 2025 through September 30, 2026

Total City Transit Service Cost	\$	120,900
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FY2026 Billing Schedule

	<u>Amount</u>
October-25	\$ 30,225
January-26	30,225
April-26	30,225
July-26	30,225
Annual Funding Request from City	<u>\$ 120,900</u>

Exhibit "C"
Schedule Listing of LYNX Funding Partners

Operating Funding	FY2026 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 91,385,366	\$ 792,674	\$ 92,178,040
Osceola County	16,201,728	143,698	16,345,426
Seminole County	11,197,997	230,580	11,428,577
Subtotal	118,785,091	1,166,952	119,952,043
City of Orlando	4,003,006	-	4,003,006
City of Orlando - LYMMO	2,700,000	-	2,700,000
Central Florida Tourism Oversight District	1,656,888	-	1,656,888
Altamonte Springs	120,900	-	120,900
Subtotal	8,480,794	-	8,480,794
Total Operating Funding	127,265,885	1,166,952	128,432,837
Capital Contributions			
Orange County	3,097,869	-	3,097,869
Osceola County	413,812	-	413,812
Seminole County	197,284	-	197,284
Subtotal	3,708,965	-	3,708,965
Total Local Funds	\$ 130,974,850	\$ 1,166,952	\$ 132,141,802

LYNX Finance & Audit Committee Agenda

Action Item #6.D

To: LYNX Finance & Audit Committee

From: Leonard Antmann
CHIEF FINANCIAL OFFICER
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Enter into the FY2026 Bus Service Agreements

Date: 09/18/2025

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the following Bus Service Agreements:

- Central Florida Tourism Oversight District (CFTOD) in the amount of \$1,656,888 for a period of one (1) year;
- Shingle Creek Transit and Utility Community Development District (CDD) in the amount of \$588,684 for a period of one (1) year;
- Lake County in the amount of \$172,804 for a period of one (1) year;
- I-Drive Community Redevelopment Area in the amount of \$2,265,914 for a period of one (1) year;
- Orange County Accelerated Transportation Safety Program in the amount of \$9,320,928 for the period of one (1) year

BACKGROUND:

Central Florida Tourism Oversight District: LYNX operates service on Links 350: Destination Parkway/SeaWorld/Disney Express, Link 56: W. U.S. 192/Magic Kingdom, Link 306: Disney Direct/Poinciana and Link 307: Disney Circulator per an agreement with the Central Florida Tourism Oversight District (CFTOD). The Agreement provides for the daily operation of five (5) evening trips on the Link 350, four (4) evening trips and six (6) early a.m. trips on the Link 56, all service (two trips) on the Link 306, and all service on the Link 307.

LYNX Finance & Audit Committee Agenda

Shingle Creek: LYNX operates service on Link 311 Disney/Orlando International Airport/Epic Universe.

Lake County: LYNX operates service on Link 55: West U.S. 192/Four Corners, which operates along West U.S. 192 between downtown Kissimmee and Four Corners, serving destinations along the U.S. 192 corridor. The agreement with Lake County calls for the operation of Saturday and Sunday morning and afternoon/early evening service to the Four Corners area within Lake County, with service operating along U.S. 192, U.S. 27, and terminating at the Four Corners Walmart.

I-Drive: The agreement will be for bus service for routes specifically serving the I-Drive corridor of the Funding Partner area. LYNX operates service on Link 8: West Oak Ridge / International Drive, Link 37: Pine Hills / Florida Mall, Link 38: Universal Orlando / I-Drive Express, Link 42: International Drive / Orlando International Airport.

Orange County Accelerated Transportation Safety Program: The agreement is for an increase in LYNX bus service for the following: weekday frequency improvements for Links 37, 40, 125, and 311; Saturday frequency improvement for Link 311; Sunday frequency improvements for Links 21, 37, 42, 311, and 436S (Orange County only); extension of Links 9, 44, 48, 49, and 125 to the Pine Hills Bus Transfer Center; and extension of Link 49 to the Rosemont Superstop. Additionally, the agreement provides capital funding to add shelters within the Orange County service area.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the entities for Fiscal Year 2026 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2026 Proposed Operating Budget includes \$11,005,218 for the agreements with Central Florida Tourism Oversight District, Lake County, International Drive (I-Drive), and Orange County Accelerated Transportation Safety Program.

The FY2026 Proposed Capital Budget includes \$3,000,000 for the agreement with Orange County Accelerated Transportation Safety Program.

**BUS SERVICE AGREEMENT
26-C001**

by and between

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

and

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
(CFTOD)**

relating to the
providing of bus service in the Central Florida Tourism Oversight District Service Area
formerly known as the Reedy Creek Improvement District

October 1, 2025

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

<u>Paragraph</u>	<u>Caption</u>	<u>Page Number</u>
1.	DEFINITIONS.....	3
2.	PROVIDING OF BUS SERVICE	4
3.	TERM	5
4.	SCHEDULE OF BUS SERVICE	5
5.	PAYMENT FOR BUS SERVICE	5
6.	SECURITY DEPOSIT.....	3
7.	ACCESS OVER PUBLIC AND PRIVATE PROPERTY.	3
8.	ADVERTISING.....	4
9.	BOND	4
10.	NON-ASSIGNABILITY	4
11.	RELATIONSHIP OF PARTIES.....	4
12.	NO THIRD PARTY BENEFICIARY	6
13.	NOTICE.....	6
14.	GOVERNING LAW	5
15.	MISCELLANEOUS CLAUSES	5
16.	BOARD APPROVAL	7
17.	COMPLETE AGREEMENT	7

<u>Schedule of Exhibits and Appendices</u>	<u>Page Number</u>
Exhibit “A” Sketch of Central Florida Tourism Oversight District Service Area	14
Exhibit “B” Central Florida Tourism Oversight District Transit Service Costs	15
Exhibit “C” Description of Service and Bus Routes	16
Appendix 1 Graphical Depictions of LYNX Bus Service Routes	17

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2025, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

CENTRAL FLORIDA TOURSIM OVERSIGHT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**CFTOD**"). **CFTOD** and **LYNX** shall sometimes be referred to collectively as the "**Parties**."

W I T N E S S E T H:

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

WHEREAS, **CFTOD** is the governmental authority having jurisdiction over the lands of the Central Florida Tourism Oversight District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, **CFTOD** has expressed a need for public transportation service in and to certain portions of the Service Area to provide for, among other matters, public transportation 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.

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

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

Agreement

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

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "C."
<u>Contributions</u>	shall mean, the CFTOD Contributions.
<u>CFTOD</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>CFTOD Contributions</u>	shall mean the contributions to be made by CFTOD to LYNX for the Bus Service to be paid in the amounts and on the dates set forth in Exhibit "B" 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 Exhibit "A" attached hereto.
<u>Service Route, Bus Route or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "C" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

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

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- (b) All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, etc.
- (c) The changing transportation needs of CFTOD to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of October 1, 2025 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2026 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

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

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CFTOD paying to LYNX the sum of One Million Six Hundred Fifty-Six Thousand Eight Hundred Eighty-Eight Dollars (\$1,656,888 payable in two payments of Eight Hundred Twenty-Eight Thousand Four Hundred Forty-Four Dollars (\$828,444) upon the effective date of Agreement and Eight Hundred Twenty-Eight Thousand Four Hundred Forty-Four Dollars (\$828,444) on or before September 1, 2026, as set forth in **Exhibit "B"**. No additional fees shall be due from CFTOD for services provided prior to the Commencement Date of this Agreement.

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

6. **SECURITY DEPOSIT.** No security deposit is required of CFTOD under this Agreement.

7. **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 CFTOD 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 CFTOD in the Service Area, CFTOD 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 CFTOD 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.

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

- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Central Florida Tourism Oversight District; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.
- (b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

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

9. **INSURANCE**. LYNX shall, together with its execution of this Agreement, provide to CFTOD 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.

10. **INDEMNIFICATION**. Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

11. **BOND**. CFTOD 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 CFTOD 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 CFTOD 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 at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX:

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 CFTOD:

Stephanie Kopelousos, District
Administrator
Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830
Telephone: (407) 934-7480

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

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. 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); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. 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.

In the event either party employs an attorney or brings an action against the other party arising out of the terms of this Agreement, the prevailing party (whether such prevailing party has been awarded a money judgment or not) shall receive from the non-prevailing party (and the non-prevailing party shall be obligated to pay) the prevailing party's reasonable legal fees and expenses (including, without limitation, the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this provision. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcription fees, depositions or proceedings, costs of discovery and travel costs. The term "prevailing party" as used in this provision shall mean that party whose positions substantially prevail in such action or proceeding, and any action or proceeding brought by any other party against the other as contemplated in this provision may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. In the event no party substantially prevails in its positions, the court may rule that no party has so substantially prevailed, in which event each party shall be responsible for their own fees and expenses in connection therewith.

17. **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 and/or CFTOD of their rights 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, F.S. (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 CFTOD 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 CFTOD 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 CFTOD monies to be paid by CFTOD 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 under applicable present or future laws 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. In lieu of each clause or provision of this Agreement which is invalid, illegal or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

- (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, CFTOD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if CFTOD should fail to pay the requisite CFTOD 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 Contributions may be used for all of said Bus Service.

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

19. **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 General Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

AKERMAN LLP,

By: _____
James F. Goldsmith

Date: _____

[Signatures Continue on Following Page]

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

**CFTOD:
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

By: _____
S.C. Kopelousos
District Administrator

Date: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

EXHIBIT “A”

Sketch of Central Florida Tourism Oversight District Service Area

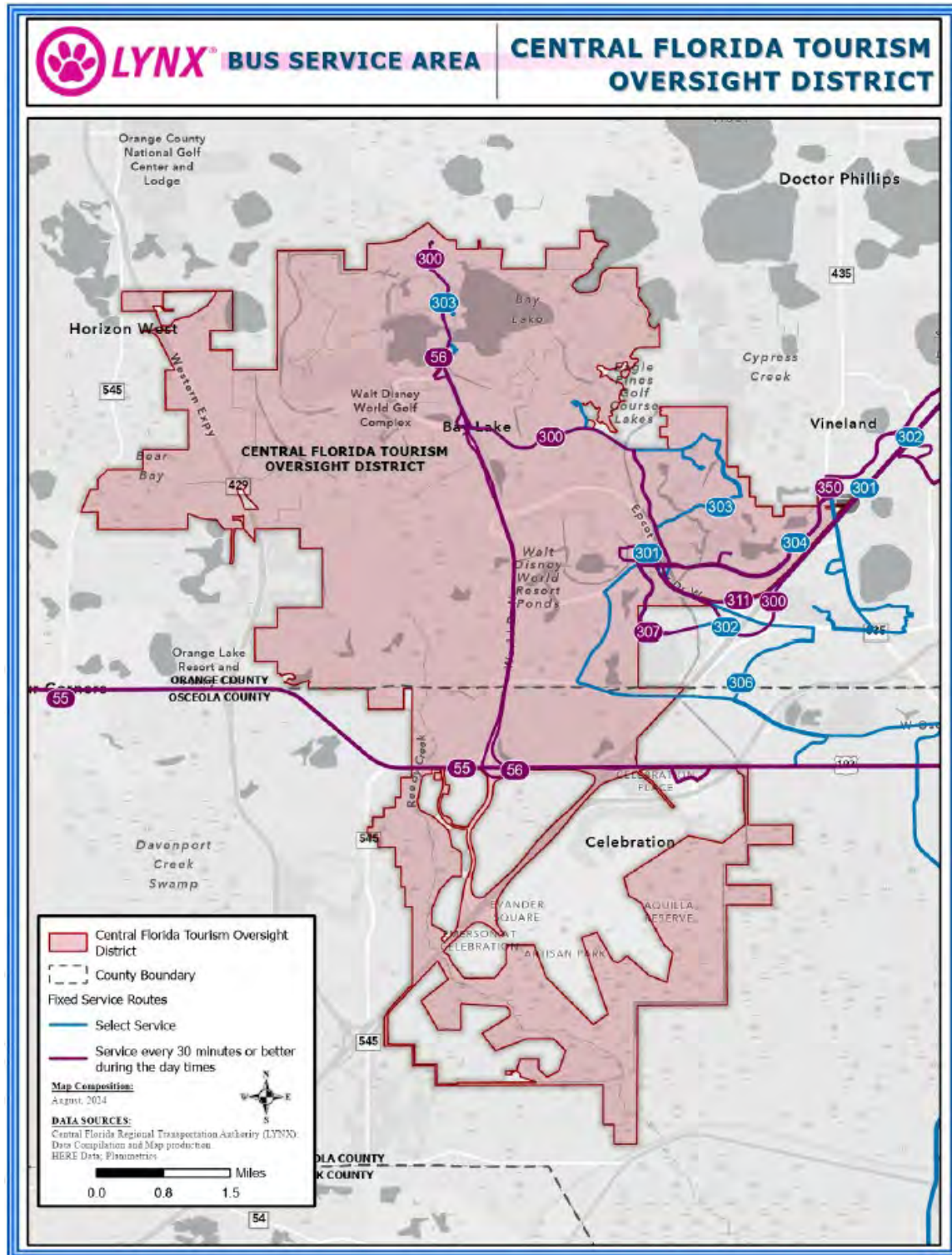


EXHIBIT “B”

Central Florida Tourism Oversight District Transit Service Costs

**Description of Appropriated Amount
October 1, 2025 through September 30, 2026**

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 56	3,870 \$	435,104
Link 306	1,719	193,229
Link 307	7,172	806,376
Link 350	1,976	222,179
Subtotal	14,737 \$	1,656,888

Net Funding Request	\$ 1,656,888
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FY2026 Billing Schedule

	Amount
On or before 10/1/2025	\$ 828,444
On or before 9/1/2026	828,444
Annual Funding Request from County	\$ 1,656,888

EXHIBIT “C”

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective October 1, 2025

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

Route	Days of Service	Times of Service	Stops
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 5:30 AM – 11:00 PM approximately every half hour daily from Disney University (6:24 AM – 11:54 PM Saturdays and 6:30 AM – 11:10 PM Sundays)	Plaza del Sol, Old Town, Celebration, WDW Transportation and Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail, and Osceola Regional Medical Center
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:04 AM to 7:17 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:38PM (6:26 PM on Sat./Sun.)	Poinciana, Poinciana High School, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, NeighborLink 601, Citrus Connection 16X, 19X, 603, NeighborLink 604, Poinciana Walmart, Poinciana SunRail Station, and JW Marriott Orlando, and Bonnet Creek Resort
Link 307: Disney Circulator	Monday-Sunday & Holidays.	Departs 5:45 AM – 12:24 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Epcot Cast Service, Hilton Orlando Bonnet Creek, JW Marriott Orlando Bonnet Creek
Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:15 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Orange County Convention Center, SeaWorld, Destination Parkway Superstop, Downtown Orlando, and LYNX Central Station

APPENDIX 1

Graphical Depictions of LYNX Bus Service Routes

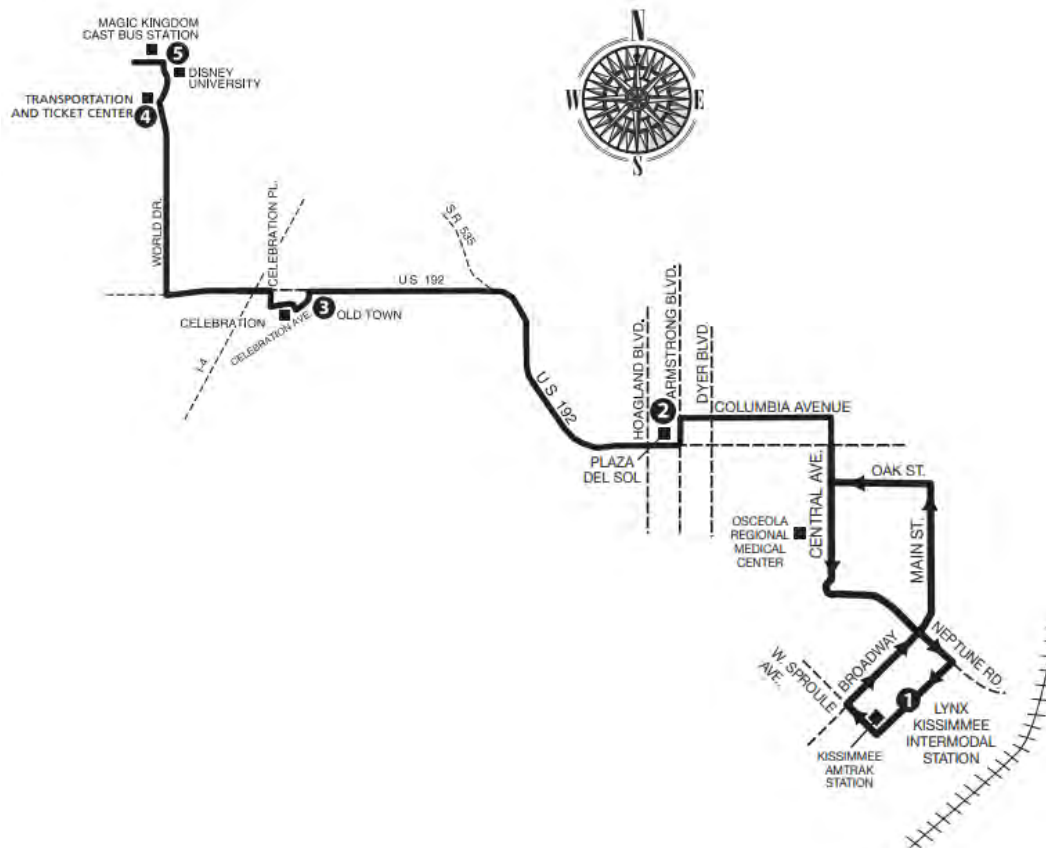
Link 56

W. U.S. 192/Magic Kingdom

Monday–Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

Magic Kingdom Cast Bus Station
 Disney University
 LYNX Kissimmee Intermodal Station/SunRail
 Osceola Regional Medical Center



Service: Monday-Sunday & Holidays
 5:30 AM to 12:08 AM

Frequency: 30 minutes

Link 306

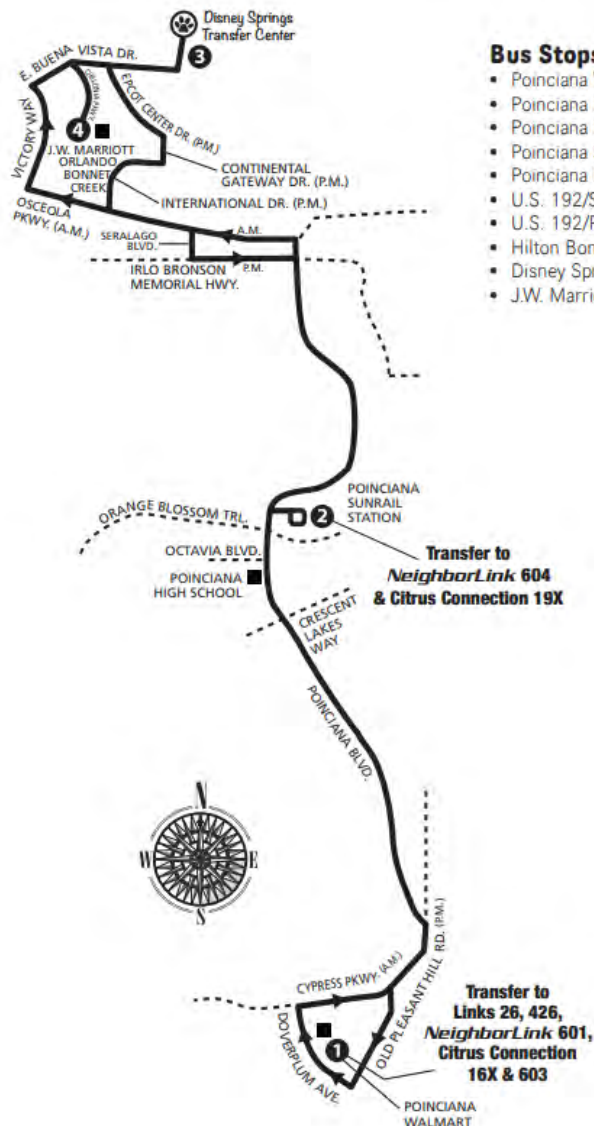
Disney Direct

Monday–Sunday & Holiday
service

SERVING:

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

Citrus Connection 16X, 19X, 603
NeighborLink 604
Poinciana Walmart
Poinciana SunRail Station
J.W. Marriott Orlando
Bonnet Creek



Bus Stops:

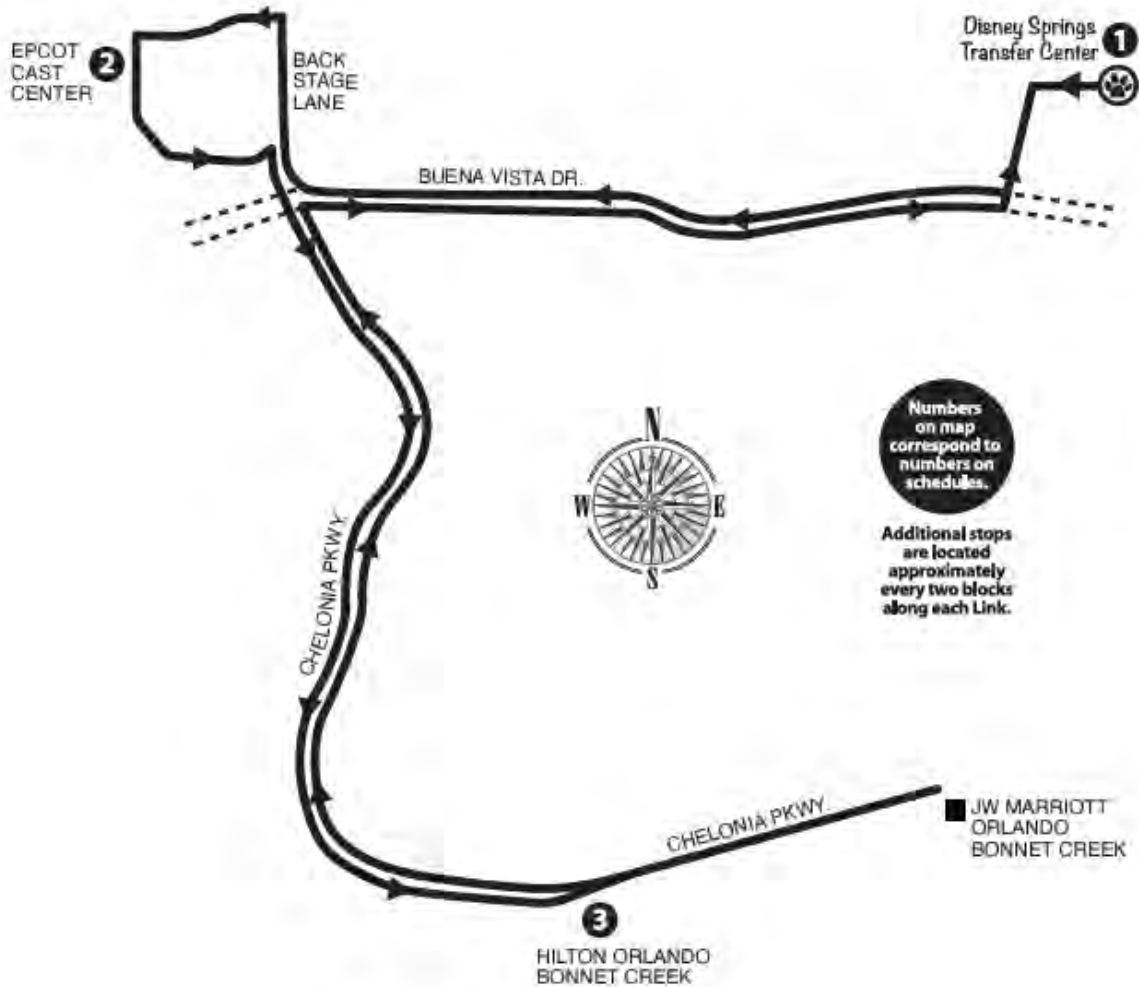
- Poinciana Walmart
- Poinciana Blvd./Crescent Lakes Way
- Poinciana Blvd./Trafalgar Blvd.
- Poinciana SunRail Station
- Poinciana Blvd./Irlo Bronson (a.m.)
- U.S. 192/Seralago Blvd. (p.m.)
- U.S. 192/Poinciana Blvd. (p.m.)
- Hilton Bonnet Creek
- Disney Springs Transfer Center
- J.W. Marriott Orlando Bonnet Creek

Service: Monday-Sunday & Holidays

Frequency: One northbound trip leaving Poinciana Walmart at 6:04 a.m. (6:22 a.m. on weekends)
One southbound trip leaving Hilton Bonnet Creek Resort at 5:15 p.m.

Link 307
Disney Circulator
Monday–Sunday & Holiday
service

- SERVING:**
- Disney Springs Transfer Center
 - Epcot Cast Service
 - JW Marriott Orlando Bonnet Creek
 - Hilton Orlando Bonnet Creek



Service: Monday-Sunday & Holidays
 5:45 AM to 12:34 AM

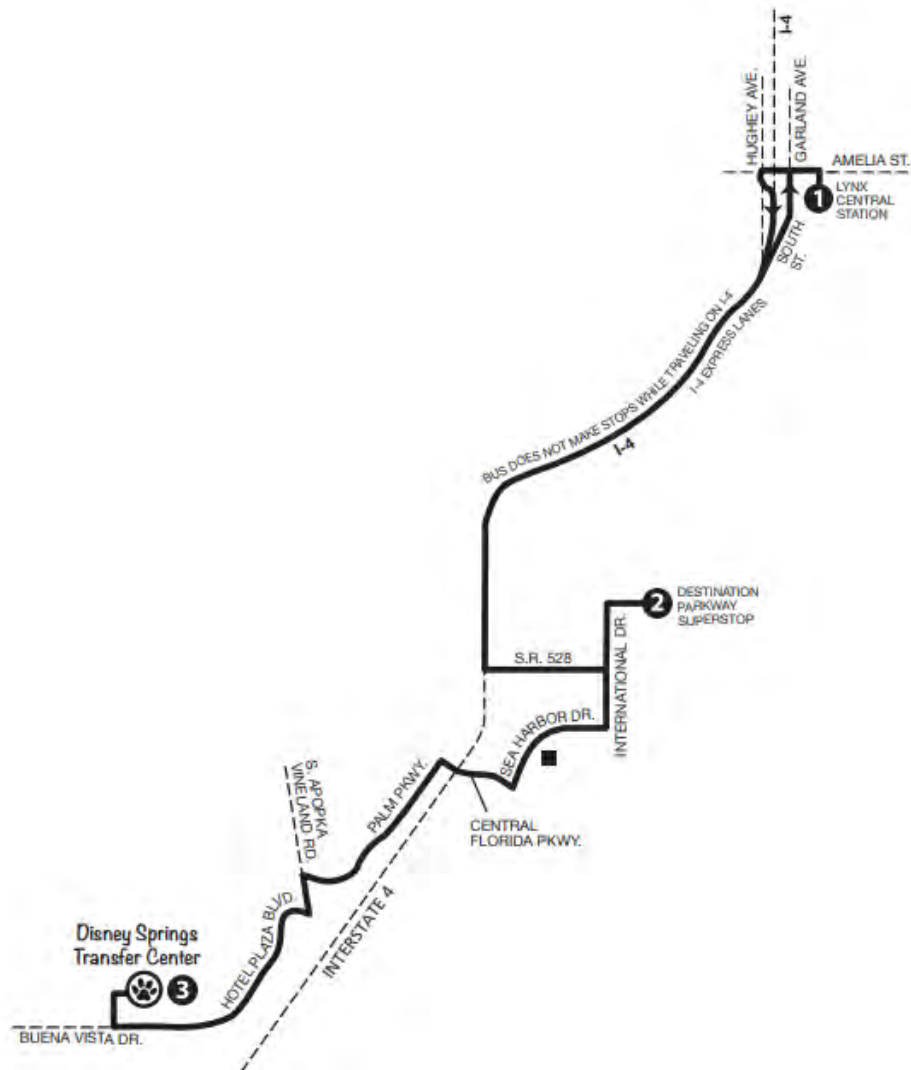
Frequency: 30 minutes

Link 350
**Destination Parkway/
 SeaWorld/Disney Express**
 Monday–Sunday & Holiday
 service

SERVING:

- LYNX Central Station
- SeaWorld
- Disney Springs
- Transfer Center
- Destination Parkway SuperStop

Orange County Convention
 Center
 Downtown Orlando



Service: Monday-Sunday & Holidays
 5:15 AM to 12:57 AM

Frequency: 30 minutes

**BUS SERVICE AGREEMENT
26-C003**

by and between

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

and

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

October 1, 2025

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October 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 as generally described and set forth in **Exhibit “A”** attached hereto (the “**CDD Boundary**”); and

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

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

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

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

Agreement shall 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 “B”</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 “C”</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 “D”</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 “B”</u> attached hereto and graphically depicted on <u>Appendix 1</u> thereof.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 5 below.
<u>Term</u>	shall mean the term of this Agreement, 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 19 below.

3. **TERM.** This Agreement shall be effective as of October 1, 2025 (the “**Commencement Date**”) and shall, except as otherwise set forth herein, continue through September 30, 2026 (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.

No later than January 31, 2026, the CDD and LYNX shall meet in good faith to discuss Bus Service outlined in this Agreement. Following such discussion, the CDD will promptly provide written notification to LYNX of Its intentions as to whether or not to continue with the Bus Service for the duration of the Term. If the CDD elects to discontinue Bus Service, Bus Service (and any associated payment obligations for continuing service) will end on April 19, 2026. In the event that CDD elects to discontinue Bus Service pursuant to this paragraph, the CDD Contribution for April of 2025 will be prorated for the number of days in the month that Bus Service is provided.

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 15.

(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 15.

(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 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 “B”** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service. LYNX shall not materially change the schedule of Bus Service attached hereto as **Exhibit “B”** without the CDD’s written consent.

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 CDD Contributions on a monthly basis as set forth on **Exhibit “C”**. The monthly cost of Bus Service is based on 5,236 service hours for a total amount of \$588,684 for the period of October 1, 2025 – September 30, 2026. For the purpose of invoicing, invoices and related matters will be sent to CDD at the following address:

Jennifer Walden
Shingle Creek Transit and Utility Community Development District
3501 Quadrangle Blvd. Suite 270
Orlando, Florida 32817
Telephone: (407) 723-5900

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 from any funding other than the CDD Contributions. 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 to not 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. 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.
- (c) LYNX shall not place, construct, or attach, or permit others to place, construct, or attach, any sign, display (by any medium), or improvement showing any Competing Imagery (as hereinafter defined) of any kind on bus stops, bus shelters, benches, or other items that LYNX owns within the Service Area. For purposes hereof, "**Competing Imagery**" shall mean characters, imagery, text, or other elements (including intellectual property) representing, associated with, or based on characters, properties, other businesses, or assets associated with any Entertainment Company (hereinafter defined) other than Universal City Development Partners, Ltd. or its affiliates. "**Entertainment Company**" shall mean any person or entity or affiliate thereof engaged in the business of a tourist attraction (any theme park, amusement park, or similar tourist or visitor park, center, site, or attraction whether now existing or hereinafter devised) which has one million or more in average annual paid attendance. Any revenue relating to said bus advertising shall be the sole property of LYNX.

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) at least \$1,000,000 of 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. The CDD and its supervisors, officers, staff, and representatives shall be named as additional insureds to LYNX's General Liability insurance

policy.

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 due 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:

Jennifer Walden
Shingle Creek Transit and Utility
Community Development District
3501 Quadrangle Blvd. Suite 270
Orlando, Florida 32817
Telephone: (407) 723-5900

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.

16. **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.

17. **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 pursuant to section 768.28, Florida Statutes, or other law, 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) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (h) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- (i) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. 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.

- (j) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (k) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, 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 of the CDD Contributions remitted to LYNX on a monthly basis. 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.

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

19. **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: _____
Bradley Goeb, Chairman, Board of
Supervisors

Date: _____

ATTEST:

By: _____
Jennifer Walden, Assistant Secretary

EXHIBIT A

CDD Boundary



EXHIBIT B

Description of Lynx Bus Service, Times and Lynx Bus Route

Effective October 1, 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

APPENDIX 1

Graphical Depictions of LYNX Bus Service Routes

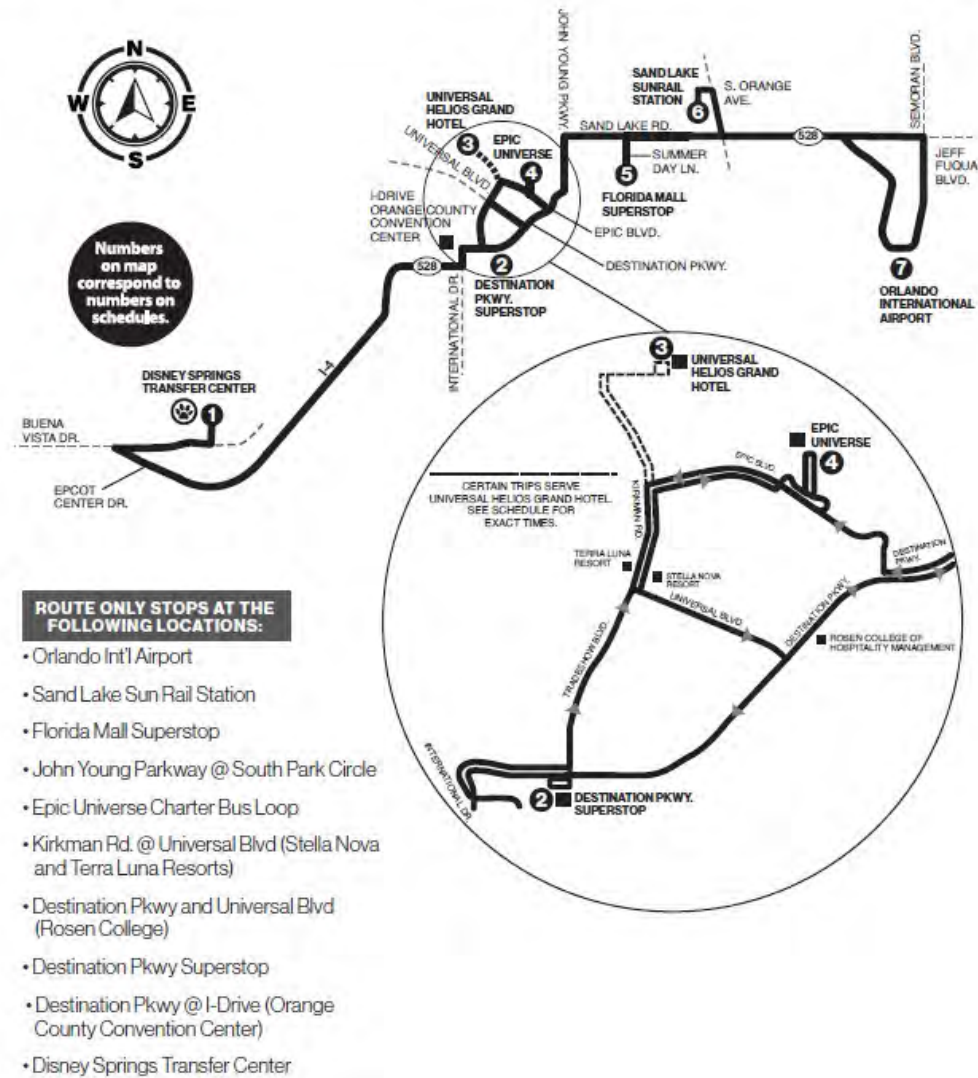
LINK 311

**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)



Service: Monday-Sunday & Holidays

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

EXHIBIT C

Shingle Creek Transit and Utility Community Development District (CDD)

Description of Appropriated Amount October 1, 2025 through September 30, 2026

Fixed Route Operating Costs

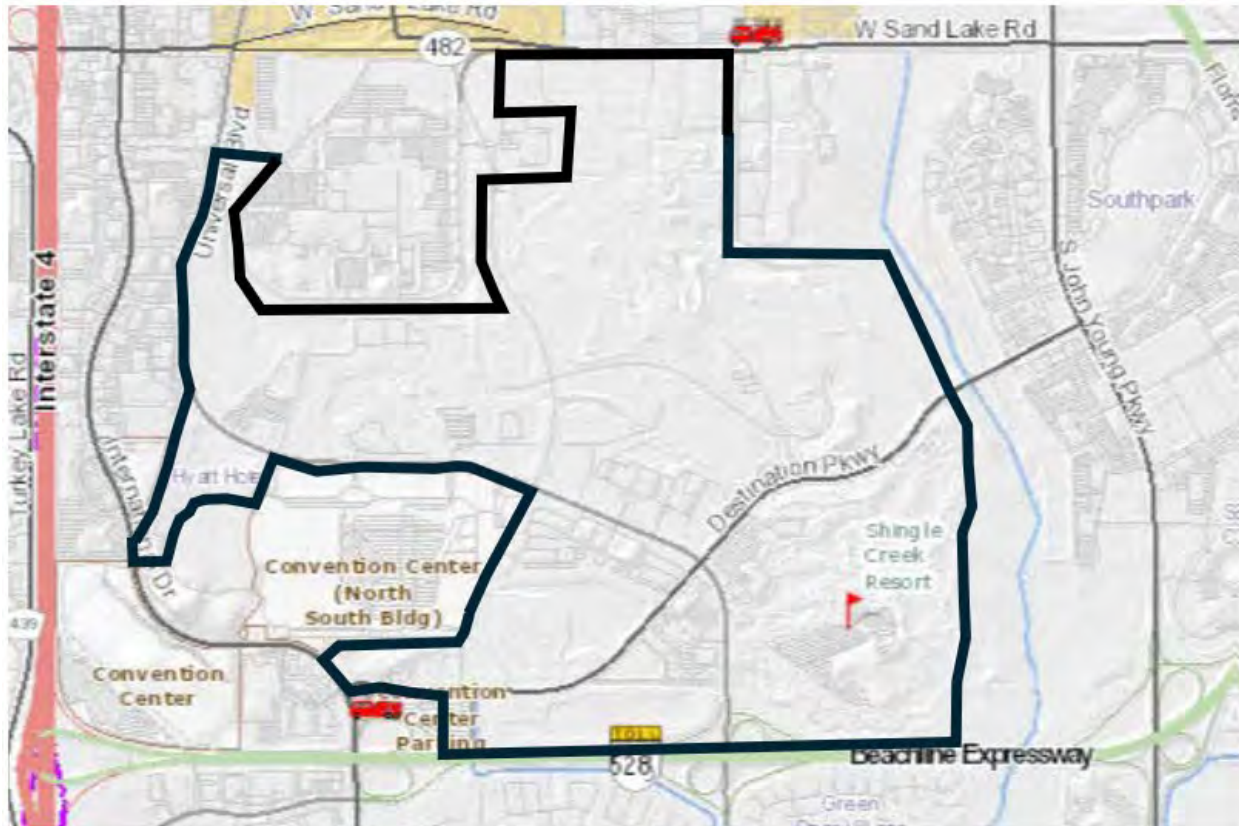
Link Services	Hours	Amount
Link 311	5,236	\$ 588,684

Net Funding Request	\$ 588,684
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FY2026 Billing Schedule

	Amount
October-25	\$ 49,057
November-25	49,057
December-25	49,057
January-26	49,057
February-26	49,057
March-26	49,057
April-26	49,057
May-26	49,057
June-26	49,057
July-26	49,057
August-26	49,057
September-26	49,057
Annual Funding Request from County	\$ 588,684

EXHIBIT D
Depiction of Service Area



**BUS SERVICE AGREEMENT
26-C002**

by and between

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

and

LAKE COUNTY

October 1, 2025

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2025, by and between:

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

and

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as “**LAKE COUNTY**”) whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778. **LAKE COUNTY** and **LYNX** shall sometimes each be referred to as a “**party**” and collectively as the “**parties.**”

WITNESSETH:

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

WHEREAS, LAKE COUNTY has expressed a need for additional or new public transportation service in and to certain portions of Lake County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

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

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

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

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2026, will be based on an estimated hourly rate of \$112.43 including fuel and administrative costs. The foregoing hourly rate is subject to

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

readjustment for each succeeding fiscal year as provided in paragraph 3 below.

Farebox Revenue

Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT

Shall mean the Florida Department of Transportation.

FTA

Shall mean the Federal Transit Administration.

LAKE COUNTY

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

Monthly Cost of Bus Service

Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue

Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment

Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service

Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Service Area

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

Service Schedule

Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

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

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

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

c. The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and which are either consistent with the terms of the Agreement or, if inconsistent with the terms of the Agreement are part of a contract modification approved in accordance with paragraph 16.

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

3. **TERM.** This Agreement shall be effective on October 1, 2025 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2026 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of the fiscal year of this Agreement (based on a September 30 fiscal year), LAKE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 12.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAKE COUNTY or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party. Notice shall be delivered in accordance with paragraph 12.

c. **Termination for Breach.** Unless breach is waived by LAKE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and LAKE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the rights of LAKE COUNTY or LYNX to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with LAKE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAKE COUNTY, could move that Bus Stop to a safer location.

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

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to LAKE COUNTY an invoice based on the anticipated Monthly Cost of Bus Service in accordance with the schedule attached at **Exhibit “B,”** attached hereto and incorporated herein. LAKE COUNTY will make payments on all undisputed invoices in accordance with the Prompt Payment Act of Part VII, Chapter 218, Florida Statutes. For each month, if the actual net monthly cost of bus service is 5% or greater **less than** the anticipated monthly cost of bus service paid to LYNX by LAKE COUNTY pursuant to **Exhibit “B”** for that month, LYNX will reimburse the difference to LAKE COUNTY within thirty days after receipt of the payment and will provide supporting documentation upon request.

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

Lake County Office of Transit Services
PO Box 7800
Tavares, Florida 32778

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

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

e. The anticipated Monthly Cost of Bus Service is set forth on **Exhibit “B”** attached hereto.

7. **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

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

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 from time to time on the buses which it uses to provide the Bus Service.

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

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws, including FTA and FDOT requirements (including Section 341.051(8), Florida Statutes). Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue." Nothing herein grants LYNX any right to use, or place advertising on, any vehicle owned, operated, or leased by COUNTY in providing the Bus Service.

8. **BOND.** LAKE COUNTY will 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 LAKE COUNTY under this Agreement.

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

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

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

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

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

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

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

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

LAKE COUNTY: Lake County Manager
Jennifer Barker
PO Box 7800
Tavares, Florida 32778

Copy: Lake County Attorney
PO Box 7800
Tavares, Florida 32778

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

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Lake County, Florida. Each party expressly waives any right to a jury trial. Arbitration will not be used as a means for dispute resolution.

14. **MISCELLANEOUS CLAUSES.**

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

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

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

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

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

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

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

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with LAKE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** This Agreement is between two entities who want the mutual benefit of the provision of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. In the event one party hereto believes that the other party is in default under this Agreement, the non-defaulting party through a senior representative shall contact a senior representative of the defaulting party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, written notice of default will be sent via certified mail to the defaulting party. The defaulting party will have ten (10) days to cure the default or may be considered in breach of this Agreement. The non-defaulting party will then be required to give actual written notice to the defaulting party of default before it exercises any of the rights available to it under this Agreement.

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit “A.”** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contractor As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

15. **BOARD APPROVAL.** This Agreement is subject to the approval by the parties' respective Boards.

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

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAKE COUNTY Manager.

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

17. **Reporting.**

a. LYNX will provide Lake County operational service data on a monthly basis for the purpose of operations and management analysis. These reports will include (1) revenue hours, (2) revenue miles, and (3) unlinked passengers' trips for LAKE COUNTY portion of LYNX Route 55.

b. Accident Reports. Accident reports must be delivered or transmitted to LAKE COUNTY within 24 hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or are likely to garner media attention, LAKE COUNTY staff will be notified immediately with specific details. If necessary, LYNX must conduct a DOT Post-Accident Test.

c. Complaint/Commendation Report. LYNX will maintain a ledger of all complaints received directly by LYNX (through drivers, dispatch, or other staff) from riders and any members of the public in monthly reports to be submitted to LAKE COUNTY upon request at regular intervals. The report must include at a minimum the date, time, route, direction, weather

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

and operating conditions, location of complaint, whether it is a service or facility (i.e. bus stop, shelter, etc.).

18. PUBLIC RECORDS.

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

- i. Keep and maintain public records required by LAKE COUNTY to perform the service.
- ii. Upon request from LAKE COUNTY'S custodian of public records, provide LAKE COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to LAKE COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to LAKE COUNTY all public records in possession of LYNX or keep and maintain public records required by LAKE COUNTY to perform the service. If LYNX transfers all public records to LAKE COUNTY upon completion of the contract, LYNX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LAKE COUNTY, upon request from LAKE COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of LAKE COUNTY.
- v. If LYNX does not comply with a public records request, LAKE COUNTY shall enforce the contract provisions in accordance with the Agreement.
- vi. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.
- vii. Unless otherwise provided, LYNX shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If LYNX receives notification of a dispute or the commencement of litigation regarding this

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

Agreement within the time specified in the Schedule, LYNX shall continue to maintain all service records until final resolution of the dispute or litigation.

b. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING ADDRESS:

**LAKE COUNTY OFFICE OF TRANSIT SERVICES
Jill Brown
2440 Highway 441/27
Fruitland Park, Florida 34731
352-901-0606
Jill.brown@lakecountyfl.gov**

19. INSURANCE.

LYNX shall, together with its execution of this Agreement, provide 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, in such form and amounts acceptable to LAKE COUNTY.

[Signatures appear on following page]

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

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

LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Leslie Campione, Chairman

This _____ day of _____ 2025.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to Form and Legality:

Melanie Marsh, County Attorney

Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

This _____ day of _____ 2025.

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

AKERMAN LLP

By: _____
James F. Goldsmith, Partner

This _____ day of _____ 2025.

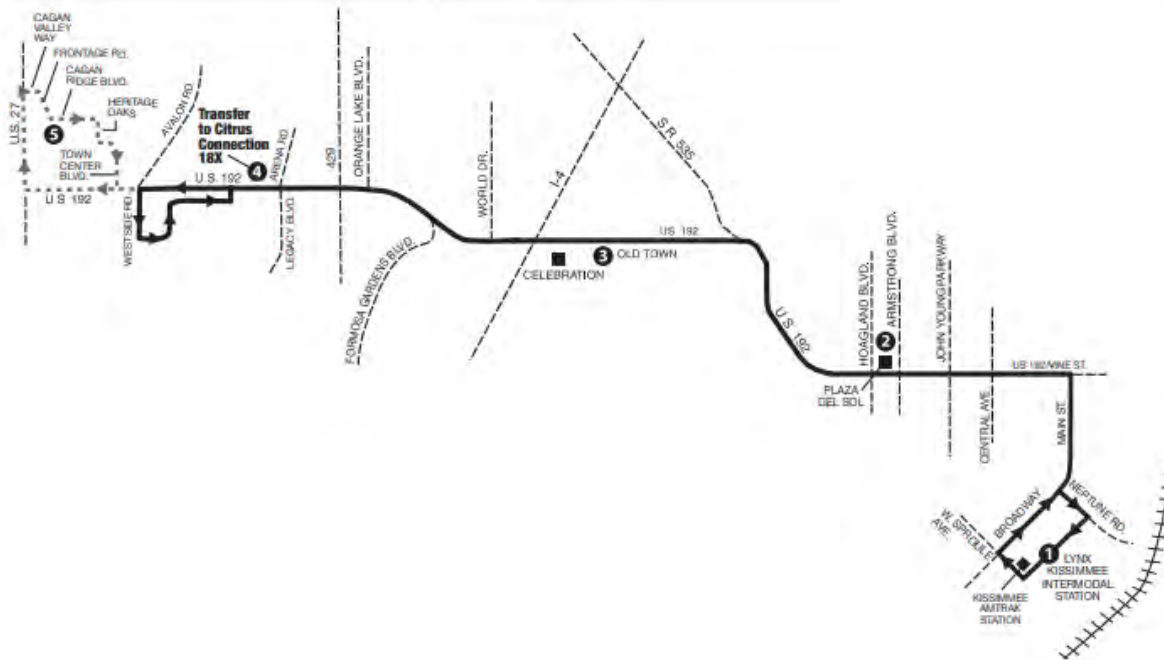
Bus Service Agreement 26-C002 between Central Florida Regional Transportation Authority d/b/a LYNX and Lake County

Exhibit “A”

Link 55

W. U.S. 192/Four Corners
Monday–Sunday & Holiday
service

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



Description of Bus Route(s)

Kissimmee Intermodal Station, W. Sproule Ave., Broadway, Main St., U.S. 192, Westside Rd. (peak and evening service extended to Cagan Crossing via U.S. 192, U.S. 27, Cagan Valley Way, Cagan Ridge Blvd., Heritage Oaks, Town Center Blvd. on Saturday and Sunday).

Exhibit “B”

**Description of Appropriated Amount
October 1, 2025 through September 30, 2026**

Fixed Route Operating Costs

Link Services	Amount
Link 55	<u>\$ 172,804</u>

Net Funding Request from County	<u>\$ 172,804</u>
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FY2026 Billing Schedule

	Amount
October-25	<u>\$ 12,592</u>
November-25	17,202
December-25	14,166
January-26	17,202
February-26	12,592
March-26	14,166
April-26	12,592
May-26	17,202
June-26	12,592
July-26	12,592
August-26	15,740
September-26	<u>14,166</u>
Annual Funding Request from County	<u>\$ 172,804</u>

**BUS SERVICE AGREEMENT
26-C004**

by and between

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

and

ORANGE COUNTY, FLORIDA

October 1, 2025

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2025 by and between **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX** (hereinafter referred to as “**LYNX**”), a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801 and **ORANGE COUNTY, FLORIDA** a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**ORANGE COUNTY**”) (collectively referred to as “**Parties**”).

WITNESSETH:

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

WHEREAS, ORANGE COUNTY has expressed a need for additional or new public transportation service in within the International Drive Community Redevelopment Area identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties, concurrently herewith, will enter into a Service Funding Agreement (26-C07)(“SFA”) which will, inter alia, fund this Agreement; and

WHEREAS, the Parties agree that this Agreement is governed by and is subject to the terms and conditions of the SFA. In the event of any conflict between this Agreement and the SFA, the SFA shall control; and

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

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

1. **RECITALS**. ORANGE COUNTY and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.
2. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the cost incurred by LYNX to provide the Bus Service, for fiscal year ending September 30, 2026. Cost is based on an estimated hourly rate of \$112.43 per hour including fuel and

administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by ORANGE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 7 below.

Service Area Shall mean the area indicated in **Exhibit "A"** attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 6 below.

Transit Service Costs Shall mean the proposed yearly net cost of transit services set forth in Exhibit "C"

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, and other events not caused by or under control of LYNX.

4. **TERM.** This Agreement shall be effective October 1, 2025 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party pursuant to

Section 5, be completed on or before September 30, 2026 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A & B"** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30 fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

5. **TERMINATION.**

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

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

c. **Termination for Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. Notwithstanding the total amounts which are properly chargeable against the Bus Service up to the effective date of termination, ORANGE COUNTY shall not be obligated to reimburse or fund LYNX for any remaining portion of the yearly Transit Service Cost budgeted. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Bus Schedule showing the proposed times, stops and service for the Bus Service. This Bus Schedule is subject to all of the provisions of this Agreement. This Bus Schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the International Drive Community Redevelopment Agency, may adjust the Bus Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the International Drive Community Redevelopment Agency, could move that Bus Stop to a safer location.

7. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ORANGE COUNTY paying to LYNX the estimated Transit Service Cost of Bus Service (Exhibit C) based on 20,154 service hours for a total fiscal year 2025-2026 amount of \$2,265,914. In that regard, the Parties do hereby agree as follows:

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

ORANGE COUNTY
Attention: Brian Sanders, Transportation Planning Manager
Brian.Sanders@ocfl.net
4200 S John Young Parkway
Orlando, FL 32839

- b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Monthly Payments set forth above.
- c. LYNX will not be obligated to use any general funding it receives from any other government agency to fund the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Monthly Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

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

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

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

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "farebox revenue."

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

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

11. **RELATIONSHIP OF THE PARTIES.** The Parties are aware and agree that the relationship between LYNX and ORANGE COUNTY under this Agreement shall be that of an independent contractor and not an agent, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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

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

LYNX:	Leonard Antmann, Chief Financial Officer 455 North Garland Avenue Orlando, Florida 32801
Copy to:	Tiffany Homler Hawkins, Chief Executive Officer 455 North Garland Avenue Orlando, Florida 32801
Copy to:	Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel 455 North Garland Avenue Orlando, Florida 32801-1518
ORANGE COUNTY:	Byron W. Brooks, AICP, County Administrator P. O. Box 1393 Orlando, FL 32802-1393
Copy to:	Orange County Attorney's Office P.O. Box 1393 Orlando, Florida 32802-1393

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

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

15. **ATTORNEY'S FEES.** The Parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

16. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HERewith.

17. **MISCELLANEOUS CLAUSES.**

a. INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

b. INSURANCE

Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the LYNX acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes.

The LYNX agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

Upon request the LYNX shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above.

The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the LYNX of its liability and obligations under this agreement.

- a. **Sovereign Immunity.** Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Parties respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
- b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. **Benefits of Bus Service.** The Monthly Payments to be paid by ORANGE COUNTY to LYNX are net and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for an adequate inventory of buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ORANGE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the Parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, ORANGE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it, is based upon the amount LYNX receives from the International Drive Community Redevelopment Agency. Thus, for example, if ORANGE COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "B."**

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

18. **AUTHORITY TO EXECUTE AND COMPLY.** ORANGE COUNTY and LYNX each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, ORANGE COUNTY and LYNX each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

19. **AMENDMENTS.** This Agreement may be amended only through a written document approved by both ORANGE COUNTY's Board of County Commissioners and the LYNX Governing Board, and executed by all Parties hereto.

20. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in a written document signed by both Parties.

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

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

[Signatures appear on following page]

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

ORANGE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

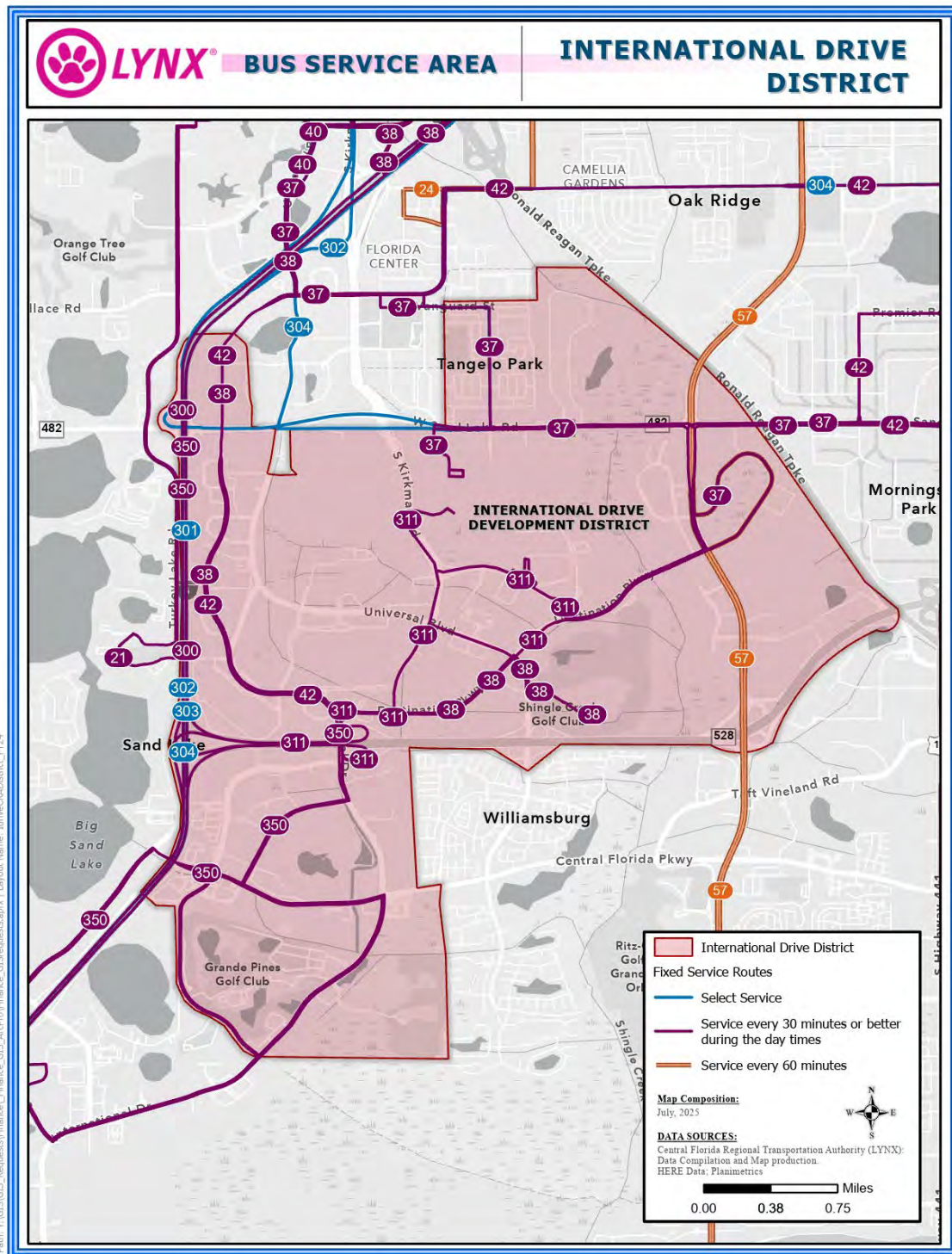
This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

AKERMAN LLP,
Counsel for LYNX,

By: _____
James F. Goldsmith

Date: _____

EXHIBIT "A"



Description and Schedule of Bus Route(s)

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

Seven LYNX bus routes serve the I-Drive FUNDING PARTNER directly (see map below for FUNDING PARTNER boundaries and LYNX bus routes serving the FUNDING PARTNER)

- Link 8 W. Oak Ridge Rd./ International Drive
- Link 37 Pine Hills/Florida Mall
- Link 38 Universal Orlando/I-Drive Express
- Link 42 International Drive/Orlando Int'l Airport
- Link 57 John Young Parkway
- Link 311 Disney/Orlando Int'l Airport/ Epic Universe
- Link 350 Destination Parkway/SeaWorld/Disney Express

The Agreement also provides for an increase in bus service for routes specifically serving the I-Drive corridor of the FUNDING PARTNER area (Links 8, 37, 38 and 42)

EXHIBIT “B”

Description of Bus Services

Link 8 – West Oak Ridge Road/International Drive

Operates between LYNX Central Station (LCS) and the Orlando Vineland Premium Outlets via Amelia Street, Westmoreland Drive, Gore Street, Orange Blossom Trail, Holden Avenue, Texas Avenue, Americana Blvd., Rio Grande Avenue, Oak Ridge Road, International Drive, Sea Harbor Drive, Central Florida Parkway, and Westwood Blvd.

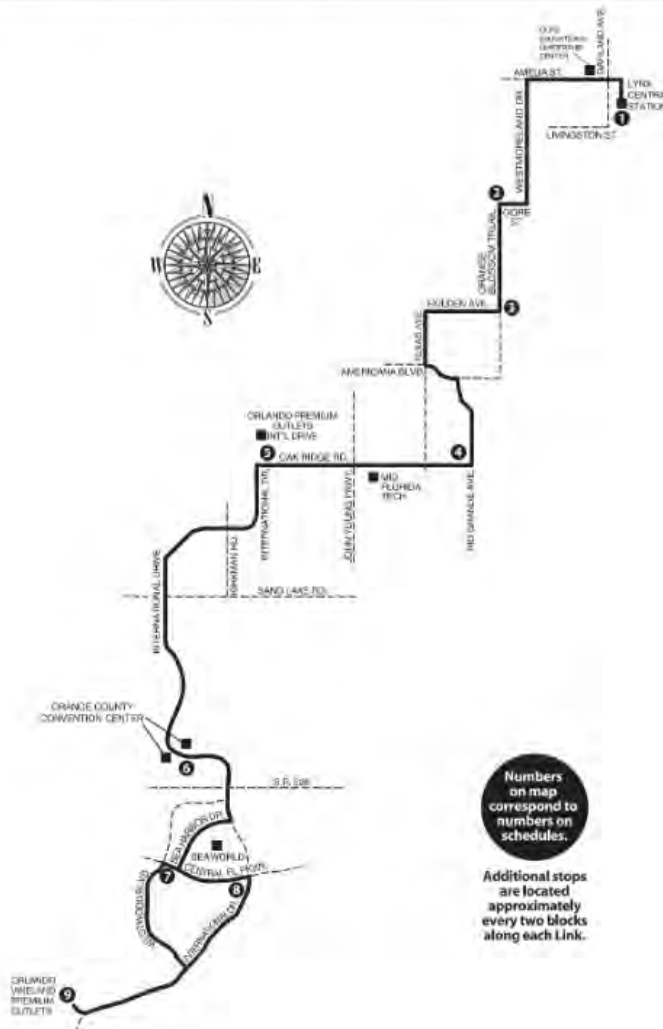
Link 8

**W. Oak Ridge Road/
International Drive**
Monday–Sunday & Holiday
service

SERVING:

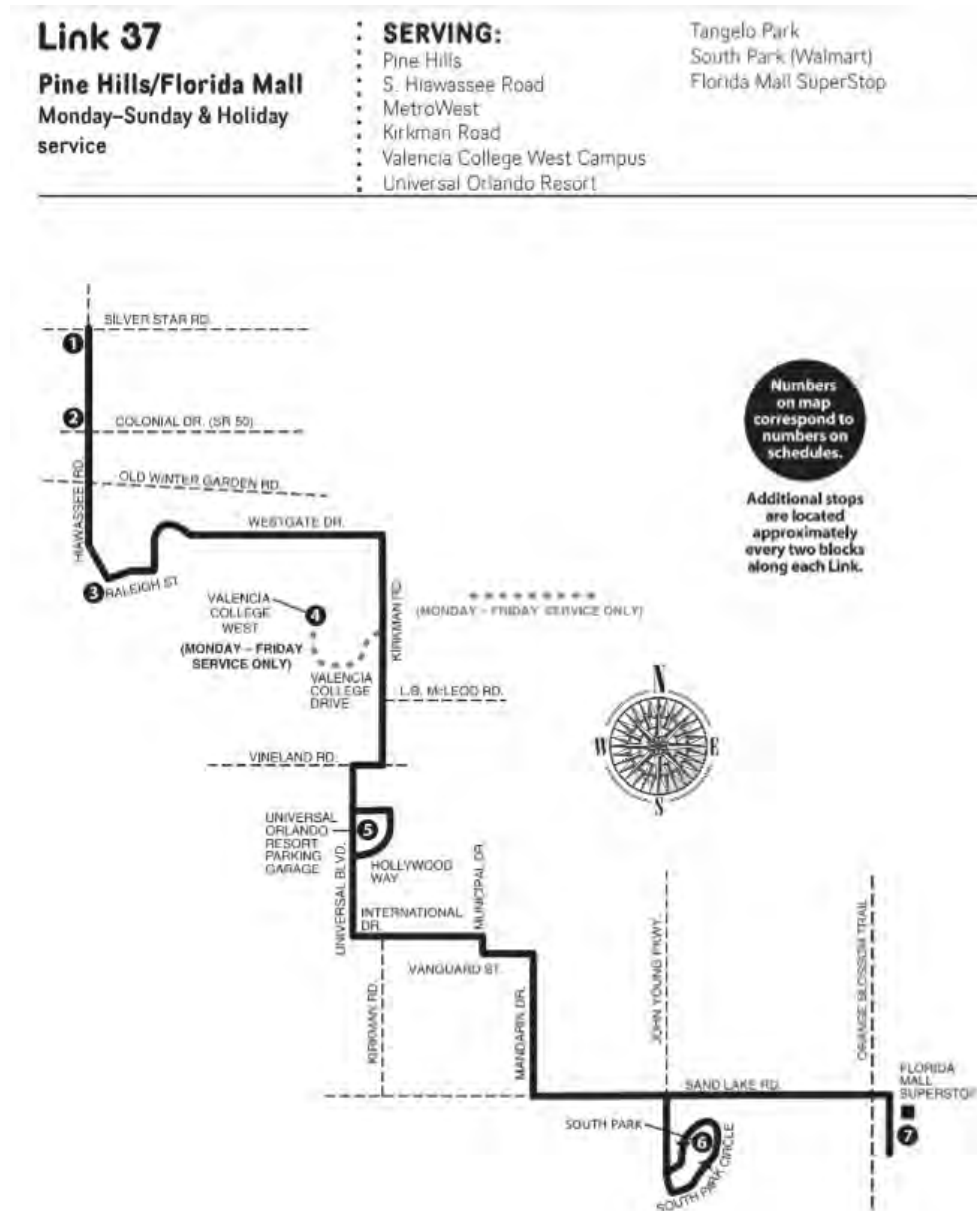
- LYNX Central Station
- OCPS Educational Leadership Center
- Callahan
- Westmoreland Drive
- Holden Heights
- Mid Florida Tech

Orlando Premium Outlets
International Drive
Orange County Convention Center
SeaWorld
Westwood Blvd.
Orlando Vineland Premium Outlets



Link 37 – Pine Hills/Florida Mall

Operates between Silver Star Road/Hiawasse Road and Florida Mall Superstop via Hiawasse Road, Raleigh Street, Westgate Drive, Kirkman Road, Vineland Road, Universal Blvd., International Drive, Municipal Drive, Vanguard Street, Mandarin Drive, Sand Lake Road, John Young Parkway, and South Park Circle



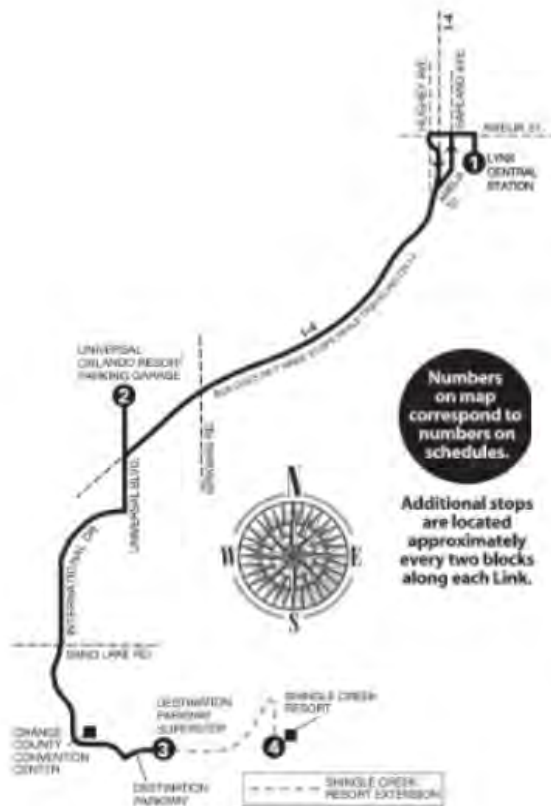
Link 38 – Universal Orlando/I-Drive Express

Operates between LYNX Central Station (LCS) and Destination Parkway Superstop via Amelia Street, Interstate 4, Hollywood Way, Universal Blvd., International Drive, and Destination Parkway.

Link 38
**Universal Orlando/
 I-Drive Express**
 Monday-Sunday & Holiday
 service

SERVING:
 • LYNX Central Station
 • (Downtown Orlando)
 • International Drive
 • Orange County
 • Convention Center

Universal Orlando Resort
 Destination Parkway SuperStop
 Rosen Shingle Creek Resort



Link 42 – International Drive/Orlando International Airport

Operates between Orlando International Airport (OIA) and Destination Parkway Superstop via Destination Parkway, International Drive, Oak Ridge Road, Lake Ellenor Drive, Premier Row, Chancellor Drive, Sand Lake Road, Orange Ave., Office Court, Jetport Drive, McCoy Road, Via Flora, Tradeport Drive, Frontage Road, and Jeff Fuqua Blvd.

Link 42

International Drive/Orlando International Airport
Monday–Sunday & Holiday service

SERVING:

- Destination Parkway SuperStop
- Orange County Convention Center
- Orlando Premium Outlets
- International Dr.
- W. Oak Ridge Road

Mid Florida Tech
Orlando Central Park
Florida Mall
Orlando International Airport
NeighborLink 641
Sand Lake SunRail Station



Numbers on map correspond to numbers on schedules.

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

EXHIBIT “C”

International Drive Transit Service Costs Description of Appropriated Amount October 1, 2025 through September 30, 2026

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 8	1,221 \$	137,277
Link 37	2,575	289,507
Link 38	14,724	1,655,419
Link 42	1,634	183,711
Subtotal	20,154 \$	2,265,914

Net Funding Request	\$ 2,265,914
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FY2026 Billing Schedule

	Amount
November-25	\$ 566,479
January-26	566,479
April-26	566,479
July-26	566,477
Annual Funding Request from County	\$ 2,265,914

**BUS SERVICE AGREEMENT
26-C011**

by and between

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

and

ORANGE COUNTY, FLORIDA

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

October 1, 2025

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October 2025 by and between:

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

and

ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**ORANGE COUNTY**”) (hereinafter collectively referred to as “**Parties**”).

WITNESSETH:

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

WHEREAS, ORANGE COUNTY has expressed a need for additional or new public transportation service and passenger amenities within the Orange County Service Area as defined by the Orange County Accelerated Transportation Safety Program (“Service Area”) attached hereto as **Exhibit “A”**; and

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

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

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

<u>Agreement</u>	Shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Bus Service</u>	Shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	Shall mean the cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2026 will be based on an estimated hourly rate of \$112.43 per hour. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.
<u>County</u>	Shall have the meaning set forth in the preamble to this Agreement.

FDOT

Shall mean the Florida Department of Transportation.

FTA

Shall mean the Federal Transit Administration.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of October 1, 2025 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2026 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit A** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30th fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service.

4. **TERMINATION.**

- a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, ORANGE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- c. **Termination for Breach.** Unless breach is waived by ORANGE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and

ORANGE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit ORANGE COUNTY or LYNX right to remedies at law or to damages.

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

a. **Bus Service** - Attached hereto as **Exhibit "A"** is a description of the service for October 1, 2025 through September 30, 2026. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated service hours to be delivered. During the term of this Agreement, LYNX, after discussion with ORANGE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with ORANGE COUNTY, could move that Bus Stop to a safer location.

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

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

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

ORANGE COUNTY
Attention: Renzo Nastasi, Chief Transportation Advisor
Renzo.Nastasi@ocfl.net
4200 S John Young Parkway
Orlando, FL 32839

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

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

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

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

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

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

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

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

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

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

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

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

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

LYNX:

Leonard Antmann, Chief Financial Officer
455 North Garland Avenue

Orlando, Florida 32801

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

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

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

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

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

15. **MISCELLANEOUS CLAUSES.**

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

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

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, regarding the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and

waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

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

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

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

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

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of the Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of the Bus Service. This will generally require a minimum of one hundred twenty (120) days to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ORANGE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such a situation.

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

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit “A.”**

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

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

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

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

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

[Signatures appear on following page]

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

ORANGE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Print Name

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

This Agreement 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: _____

EXHIBIT “A”

Description and Schedule of Bus Route(s)

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

- Link 9 – extension of service to Pine Hills Transfer Center
- Link 21 – increase in Sunday frequency to 30 minutes
- Link 37 – increase in weekday peak frequency to 20 minutes and Sunday frequency to 30 minutes
- Link 40 – increase in weekday frequency to 30 minutes
- Link 42 – increase in Sunday frequency to 30 minutes
- Link 44 – extension of service to Pine Hills Transfer Center
- Link 48 – extension of service to Pine Hills Transfer Center
- Link 49 – extension of service to Pine Hills Transfer Center and Rosemont Superstop
- Link 125 – extension of service to Pine Hills Transfer Center and increase of weekday frequency to 20 minutes
- Link 111/311 - new routing and number (311) and increased frequency to 30 minutes daily
- Link 436S – increase in Sunday frequency to 30 minutes between OIA and SR 436/University Blvd.



LYNX

ACCELERATED TRANSPORTATION SAFETY PROGRAM, ORANGE COUNTY

Proposed Route Enhancements

- 21 Raleigh Street / Kirkman Road / Universal Orlando
- 37 Pine Hills / Florida Mall
- 40 Americana Boulevard / Universal Orlando
- 42 I-Drive / Orlando International Airport
- 09 Winter Park / Rosemont
- 44 Hiwassee Rd / Apopka / Zellwood
- 48 W. Colonial Dr / Powers Drive
- 49 W. Colonial Dr / Pine Hills Rd
- 125 Silver Star Rd
- 311 Disney/OIA Express
- 4365 S.R. 436/ OIA/ Fern Park

Map Composition:

January 30, 2025

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)

Data Compilation and Map production.

HERE Data, Planimetrics

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX), and its Governing Board. Its employees, agents and personnel, make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by any user of this map.

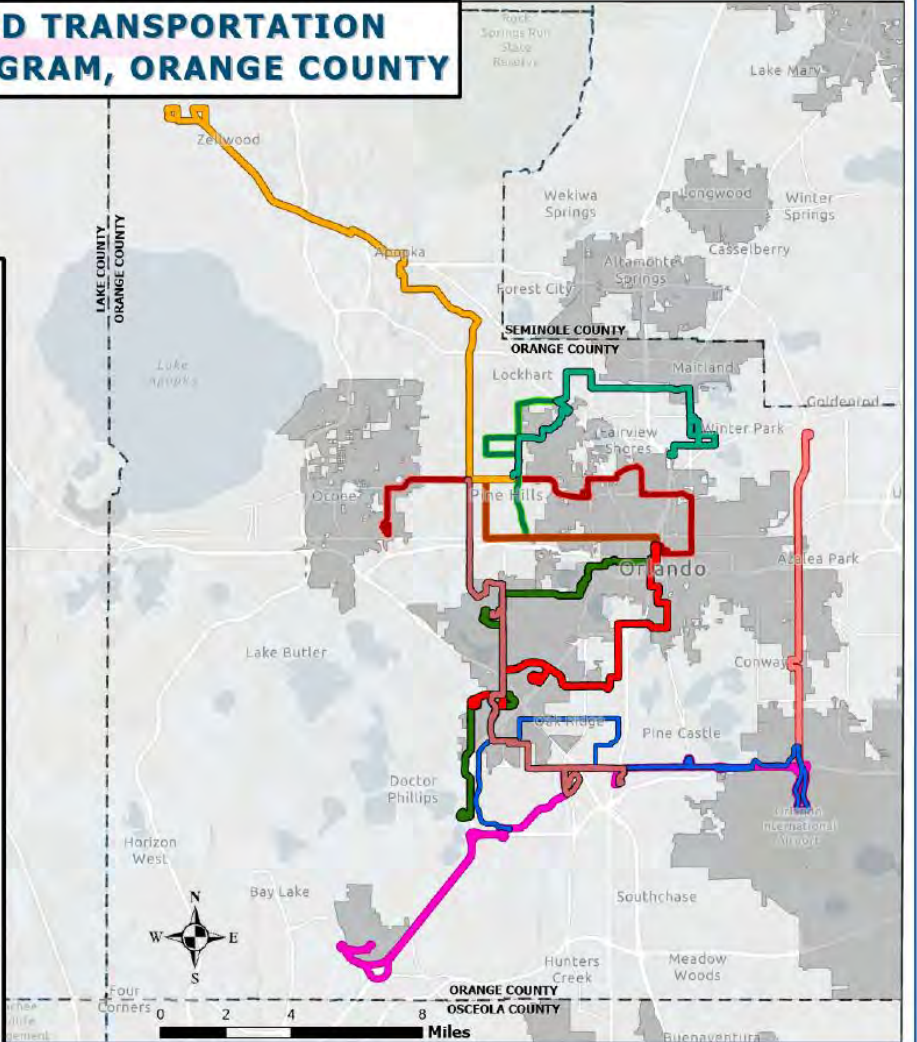


EXHIBIT “B”

Orange County Transit Service Costs Related to the Accelerated Transportation Safety Program (ATSP)

**Description of Appropriated Amount
October 1, 2025 through September 30, 2026**

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 21	2,702	\$ 303,786
Link 37	7,122	800,726
Link 40	10,878	1,223,014
Link 42	3,470	390,132
Link 436S	1,916	215,416
Link 111/311	14,393	1,618,205
Link 9	551	61,949
Link 44	1,102	123,898
Link 48	627	70,494
Link 49	5,582	627,584
Link 125	7,878	885,724
Subtotal	56,221	\$ 6,320,928

Net Fixed Route Cost \$ 6,320,928

Capital Contribution for Shelters \$3,000,000

Total Funding Request \$ 9,320,928

FY2026 Billing Schedule

	Capital	Operating	Total
November-25	\$ 750,000	\$ 1,580,232	\$ 2,330,232
January-26	750,000	1,580,232	2,330,232
April-26	750,000	1,580,232	2,330,232
July-26	750,000	1,580,232	2,330,232
Annual Funding Request from County	\$ 3,000,000	\$ 6,320,928	\$ 9,320,928