

LYNX Finance & Audit Committee Agenda

Meeting Date: 6/18/2020
Meeting Time: 2:00 PM

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

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

The Central Florida Regional Transportation Authority d/b/a LYNX meeting will be held virtually by means of communications media technology pursuant to the Office of the Governor Executive Order #20-112 that extended Executive Order #20-69.

The opportunity to provide public comment is available until the Chair closes the item. To appear in person to speak or to submit written comments to LYNX Finance & Audit Committee, complete the customer service form and select Public Comment on <http://www.golynx.com/contactus> or email to publiccomments@golynx.com. For additional information regarding other methods of submitting comments, contact the Board Agenda Coordinator at 407-254-6003.

When you are recognized, state your name and address. Please limit your comments to the 3 minute limit set by LYNX Board of Directors policy. Large groups are asked to name a spokesperson.

1. Call to Order

2. Approval of Committee Minutes



Finance Committee Minutes - May 21, 2020

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 Report





5. Discussion Items

A.  FY2021 Preliminary Operating Budget

Pg 6

6. Consent Agenda

A. Miscellaneous

- i.  Authorization to Enter into the FY2020 Bus Service Agreement with Shingle Creek Pg 7
-Attachments 
- ii.  Authorization to Enter into Interlocal Project Agreement No. 2 with the Orlando Utilities Commission to Allow for Installation of Temporary Charging Infrastructure for Battery Electric Buses Pg 26
- iii.  Authorization to Purchase Against the National Association of Procurement Officials Contracts #M149-1 and #AR2470 Cooperative Purchase Agreements for Unified Communications and Fully Integrated Contact Center. Pg 28

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, Open Space
 Orlando, FL 32801

DATE: **May 21, 2020**

TIME: **9:30 a.m.**

Members in Attendance:

Amanda Clavijo, Osceola County
Michelle McCrimmon, City of Orlando
Kurt Petersen, Orange County
Jo Santiago, FDOT, 5th District
Tim Jecks, Seminole County

Staff in Attendance:

Bert Francis, Chief Financial Officer
Tiffany Homler-Hawkins, Chief Administrative Officer
John Slot, Chief Innovation & Sustainability Officer
Leonard Antmann, Director of Finance
Michelle Daley, Manager of Financial Planning & Budgets

1.Call to Order

Chair Clavijo called the meeting to order at 9:34 a.m.

2.Approval of Minutes

Chair Clavijo requested a motion for approval of the Finance & Audit Committee minutes from the March 11, 2020, Finance & Audit Committee meeting. Motion to approve the March 11, 2020, minutes was made by Michelle McCrimmon, seconded by Tim Jecks and unanimously adopted. The minutes were approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

Chair Clavijo recognized Bert Francis, Chief Financial Officer. Mr. Francis stated that the Board will have items on their agenda, regarding the CARES Act that are not on this agenda. These items have no financial impact to LYNX, as they are related to required minimum distributions from individual pension accounts.

In May, the Board suspended the collection of fares. There may be an extension of this suspension on the Board agenda. This is a policy issue.

Item 6.A.ii. will be pulled from the agenda.

5. Committee Discussion Items

A. Discussion Regarding CARES Act

Mr. Francis led the presentation. We are still getting clarification from the FTA, but we are expecting about seventy-seven million dollars from the CARES Act. We plan to use two million on capital items and the rest on operating costs. We should be able to start drawing the money once approved by FTA, probably by the end of June. We will come to this committee next month with a plan for utilization of these funds. This has a far reaching impact and will affect the FY2021 budget and future budgets as well.

B. Recap of the FY2020 2nd Quarter Operating Results

Mr. Francis continued with this item. This quarter starts to show the drop in ridership due to the pandemic. We think that the advertising revenue and our interest income will drop slightly. Salary expense is up slightly due to overtime and payouts of sick and vacation time. The fuel hedge is helping us keep fuel expenses under budget. The materials and supplies expenses are going up due to ordering PPE items as a reaction to the COVID-19 crisis. The paratransit trip levels are down and this puts paratransit under budget. Overall, we are doing financially better at the end of March compared to last year at this time. The CARES Act will have a big impact on everything going forward.

Chair Clavijo read the statement that allows for this meeting to be held virtually.

6. Consent Agenda

A. Miscellaneous

- i. Authorization to Transfer One (1) Retired Revenue Vehicle to the Orange County Sheriff's Office
- ii. Authorize to Submit a FY2021/2022 Service Development Grant (SDG) Application to the Florida Department of Transportation (FDOT) for Compressed

Natural Gas Generators (CNGG) to be Located at the LYNX Operations Center in the Approximate Amount of \$1,350,000

Motion to approve the Consent Agenda, excluding item 6.A.ii. was made by Jo Santiago, Second by Michelle McCrimmon. Motion passed unanimously.

7.Other Business

No other business was discussed.

8.Adjourned

The meeting adjourned at 10:05 a.m.

LYNX Finance & Audit Committee Agenda

Discussion Item #5.A.

To: LYNX Finance & Audit Committee

From: **Albert Francis**
Chief Financial Officer
Leonard Antmann
(Technical Contact)
Michelle Daley
(Technical Contact)

Phone: 407.841.2279 ext: 6058

Item Name: FY2021 Preliminary Operating Budget

Date: 6/18/2020

ACTION REQUESTED:

LYNX Staff will lead a discussion about the FY2021 Preliminary Operating Budget.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #6.A. i

To: LYNX Finance & Audit Committee

From: **Tiffany Homler Hawkins**
Chief Administrative Officer
Leonard Antmann
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Enter into the FY2020 Bus Service Agreement with Shingle Creek

Date: 6/18/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the Bus Service Agreement for Shingle Creek in the amount of \$207,445 for the period October 1, 2019 – September 30, 2020.

BACKGROUND:

Shingle Creek - Link 58: LYNX operates service on Link 58 in the International Drive/Destination Parkway area, operating from Destination Parkway Superstop via I-Drive, Pointe Plaza Ave., Universal Blvd. to Rosen Shingle Creek Resort. Designed as a circulator route to primarily shuttle workers from Rosen Creek to I-Drive and Destination Parkway, the route runs daily from 6:20 a.m. – 9:43 a.m.; 1:44 p.m. – 6:13 p.m.; and 10:14 p.m. – 11:43 p.m. at 30 minute frequencies.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The approved FY2020 Amended Operating budget included \$181,979. The budget assumed the rate increase would be effective January 1, 2020. The attached agreement is effective October 1, 2019, therefore we will receive additional revenue in the amount of \$25,021 in FY2020.

BUS SERVICE AGREEMENT

by and between

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

and

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

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

February 21, 2020

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.	<u>DEFINITIONS</u>	2
2.	<u>PROVIDING OF BUS SERVICE</u>	3
3.	<u>TERM</u>	3
4.	<u>TERMINATION</u>	3
5.	<u>SCHEDULE OF BUS SERVICE</u>	4
6.	<u>PAYMENT FOR BUS SERVICE</u>	4
7.	<u>DEFAULT</u>	4
8.	<u>ACCESS OVER PRIVATE PROPERTY</u>	5
9.	<u>INDEMNIFICATION</u>	5
10.	<u>BOND</u>	5
11.	<u>ADVERTISING</u>	5
12.	<u>NON-ASSIGNABILITY</u>	5
13.	<u>RELATIONSHIP OF OTHER PARTIES</u>	5
14.	<u>NO THIRD PARTY BENEFICIARY</u>	5
15.	<u>NOTICE</u>	5
16.	<u>GOVERNING LAW</u>	6
17.	<u>COSTS AND ATTORNEYS' FEES</u>	6
18.	<u>MISCELLANEOUS CLAUSES</u>	6
19.	<u>BOARD APPROVAL</u>	8
20.	<u>COMPLETE AGREEMENT</u>	8
21.	<u>PRIOR AGREEMENT</u>	9

Schedule of Exhibits

Exhibit “A” – Sketch of POA Area

Exhibit “B” – Description of Service or Bus Route

Exhibit “C” – Schedule of Service Times and Stops

Exhibit “D” – Schedule of Fee Payments

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of August, 2019, by and between:

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

and

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

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

WITNESSETH:

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

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

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

WHEREAS, the Parties previously entered into an agreement dated August 25, 2006 (the “**Prior Agreement**”) regarding LYNX establishing one or more additional “bus links” in the POA Area to provide additional public bus transportation; and

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

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

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

<u>Agreement</u>	shall mean this Bus Service Agreement, as the same may be amended from time to time.
<u>Association</u>	shall mean Universal Boulevard Property Owners Association, Inc.
<u>Bus Service</u>	shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.
<u>Cost of Bus Service</u>	shall mean the cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2020, will be based on an hourly rate of \$47.56 which includes fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FEES</u>	shall mean the fees to be paid to LYNX by the Association for providing the Bus Service as set forth and described in paragraph 6 below.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	shall mean the cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>POA</u>	shall mean the Association, as the property owners association.
<u>POA Area</u>	shall mean the area for which the Association was formed as a property owners association, as described and set forth in <u>Exhibit “A”</u> attached hereto.
<u>Service Area</u>	shall mean the area indicated in <u>Exhibit “B”</u> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in paragraph 3 below.

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

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

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

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

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

3. **TERM.** This Agreement shall be effective on October 1, 2019 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either Party, continue through September 30, 2020 (the "**Expiration Date**"), which is the funding period for providing the Bus Service. The hourly rate set forth in the Cost of Bus Service shall remain until such time as the LYNX Board of Directors has approved the budget for the next fiscal year and determined the hourly rate for providing bus service, at which time the hourly rate set forth in the Cost of Bus Service shall be adjusted accordingly.

4. **TERMINATION.**

(a) **Termination at Will.** This Agreement may be terminated by either Party upon no less than one hundred twenty (120) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

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

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

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

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

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

Mr. Dan Giodano
Universal Boulevard Property Owners Association, Inc.
9751 Universal Boulevard
Orlando, Florida 32819

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

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

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

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

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

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

10. **BOND.** The Association shall not be required to furnish the Owner with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the Association under this Agreement. Notwithstanding the provisions of this paragraph, the Association shall pay to LYNX a Security Deposit in an amount to be agreed upon by both parties upon execution of this Agreement. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

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

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

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

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

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

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

14. **NOTICE.** Any notice permitted to be given to either Party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other Party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing,

three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other Party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the Party to whom it has been sent. Notices shall be sent to the following:

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

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

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

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

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

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

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

17. **MISCELLANEOUS CLAUSES.**

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

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

(c) **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

(d) **Legal Obligations.** This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.

(e) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

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

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

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

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

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

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

(l) **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

(m) **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with the Association such situation and how it is to be resolved. The matter will be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

(n) **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, the Association is aware and specifically understands that the scope and quantity of the Bus Service being made available by LYNX, is based upon LYNX timely receiving the Fees from the Association. Thus, for example, if the Association should fail to pay requisite Fees, LYNX could seek to enforce payment but, at its option, could reduce in its discretion the Bus Service specifically with the Service Area.

(o) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in Exhibit "A". LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

(p) **Independent Contract As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

18. **BOARD APPROVAL.** This Agreement is subject to the approval by 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.

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

[Signatures Begin On Following Page]

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

UNIVERSAL BOULEVARD PROPERTY OWNERS ASSOCIATION, INC.

By: _____
(Signature of Authorized Official)

(Print Name and Title of Person Signing)

Dated: _____

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

By: _____
James E. Harrison, Esq., P.E.
Chief Executive Officer

Approved as to form only by General Counsel; for sole reliance by LYNX

AKERMAN LLP

By: _____
James Goldsmith

EXHIBIT "A"

Sketch of POA Area

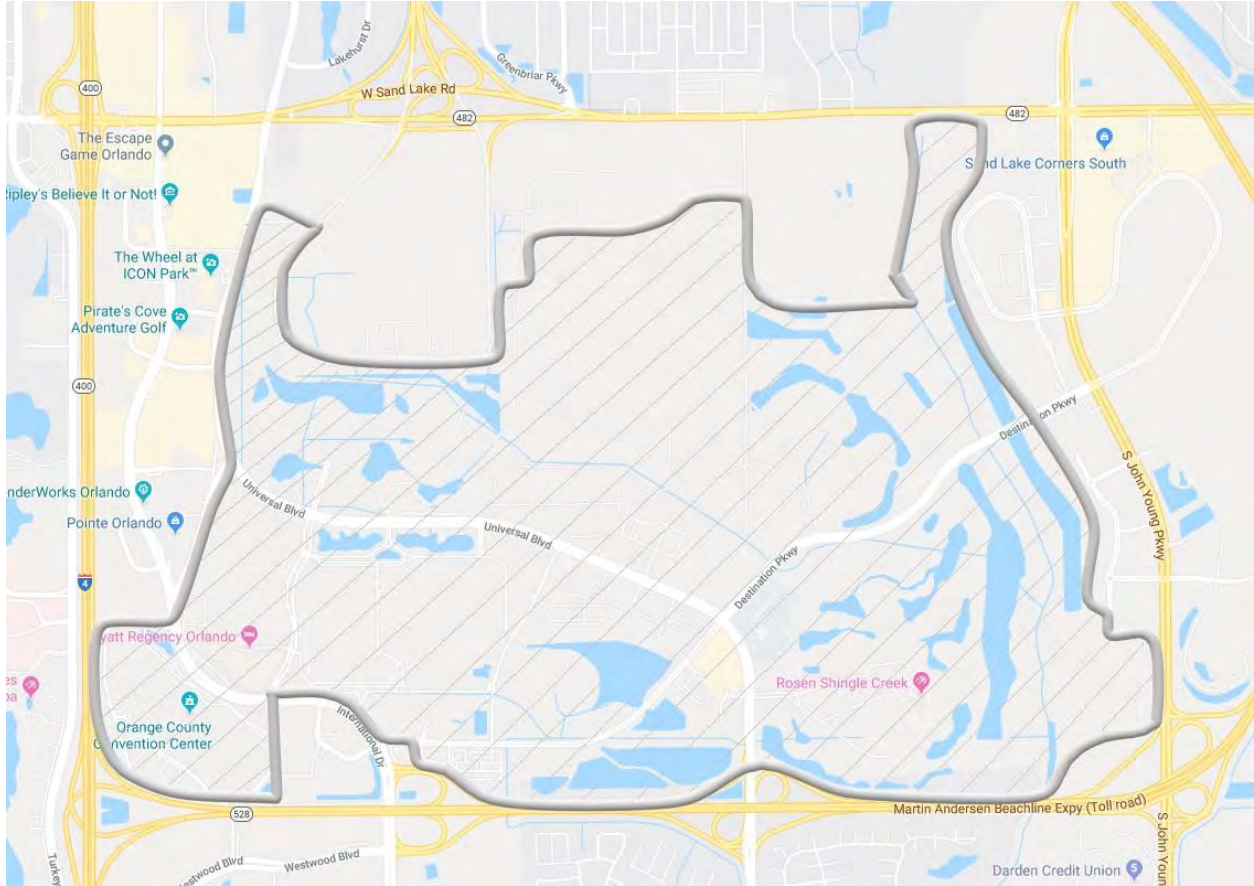
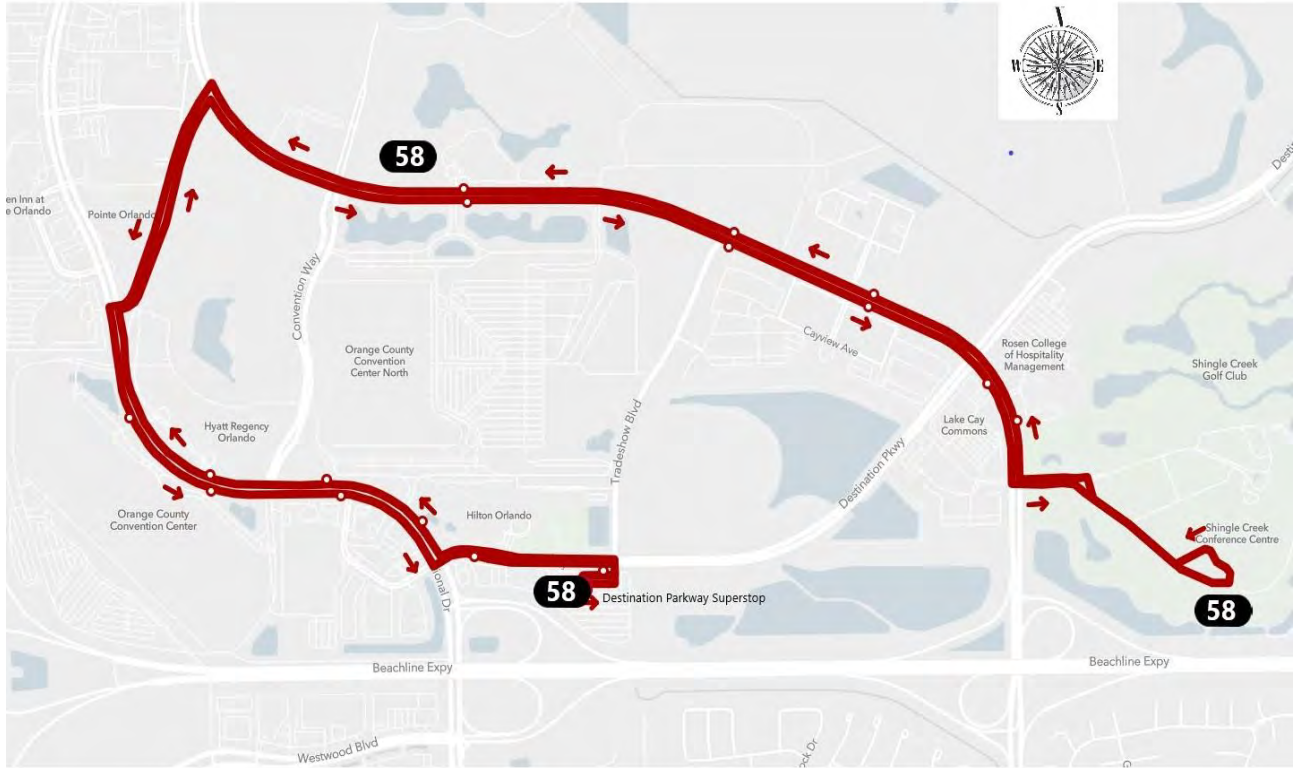



EXHIBIT “B”

Description of Service or Bus Route



LEGEND

 **Current Bus Route**

 **Current Bus Stop**



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

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

EXHIBIT "C"

Schedule of Service Times and Stops

**Link 58 Shingle Creek Circulator
Effective: April 28, 2019
Operates Daily (Monday - Sunday)**

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

EXHIBIT “D”
Schedule of Fee Payments

Link 58 Shingle Creek Service Costs

Effective: August 1, 2019

Daily:

AM Peak Start	6:29 AM
AM Peak End	9:43 AM
AM Peak Hours	3.23
Deadhead	0.92
AM Peak Platform Hours	4.15
MID-DAY Start	No Mid-day Service
MID-DAY End	No Mid-day Service
MID-DAY Hours	0.00
Deadhead	0.00
MID-DAY Platform Hours	0.00
PM Peak Start	1:44 PM
PM Peak End	6:13 PM
PM Peak Hours	4.48
Deadhead	0.92
PM Peak Platform Hours	5.40
NIGHT Start	10:14 PM
NIGHT End	11:43 PM
NIGHT Hours	1.48
Deadhead	0.92
NIGHT Platform Hours	2.40
Single Day Total Platform Hours	11.95
Days to Operate (Fiscal Year 2020)	365
Total Fiscal Year 2020 Platform Hours	4,361.75
Hourly Cost	\$47.56
Total Fiscal Year 2020 Operating Cost	\$207,444.83

Exhibit D – Payment Schedule Transit Service Costs For FY2020
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FY2020 Billing Schedule:	
October 2019 (already invoiced)	\$ 8,752.93
November 2019 (already invoiced)	8,642.65
December 2019 (already invoiced)	8,854.40
January 2020 (already invoiced)	8,705.64
October 2019 – January 2020 Catchup	34,192.65
February 2020	17,287.07
March 2020	17,287.07
April 2020	17,287.07
May 2020	17,287.07
June 2020	17,287.07
July 2020	17,287.07
August 2020	17,287.07
September 2020	17,287.07
Total Cost of Transportation Services	\$207,444.83

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #6.A. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6146

Item Name: Authorization to Enter into Interlocal Project Agreement No. 2 with the Orlando Utilities Commission to Allow for Installation of Temporary Charging Infrastructure for Battery Electric Buses

Date: 6/18/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into Interlocal Project Agreement No. 2 for a one (1) year term with the Orlando Utilities Commission (OUC) with a not to exceed amount of \$15,600 to allow for installation of temporary charging infrastructure for battery electric buses.

BACKGROUND:

The LYNX Board of Directors authorized staff at its April 23, 2020 meeting to enter into a Master Interlocal Agreement between LYNX and OUC. This Master Interlocal Agreement allows LYNX and OUC to work by cooperating with each other on projects to be identified by LYNX from time to time, with Interlocal Project Agreements executed for individual projects. Interlocal Project Agreement No. 1 also authorized at the April 23, 2020 meeting covers the electric bus pilot program including the installation of a charging station for eight (8) battery electric buses.

Interlocal Project Agreement No.2 will cover the provision of a temporary charging station to be installed by OUC until OUC is able to install and commission the permanent solution for charging buses covered under Interlocal Project Agreement No. 1. This temporary charging station will be installed in time for the arrival of the first battery electric bus ordered by LYNX, scheduled for August 2020. OUC will procure, install, ensure commissioning of the electric bus temporary charger, and remove the charger at the end to the term of the agreement. OUC will also coordinate with the manufacturer of the temporary charger should any defects arise which are covered under the manufacturer's warranty. LYNX will be charged at a cost not to exceed \$1,300 per month for the use of the charger for the duration that the temporary charger is in

LYNX Finance & Audit mmittee Agenda

place. The term of Interlocal Project Agreement No. 2 will be one (1) year, with parties able to extend the agreement for a term to be agreed upon by mutual written consent.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #6.A. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6008

Item Name: **Authorization to Purchase Against the National Association of Procurement Officials Contracts #M149-1 and #AR2470 Cooperative Purchase Agreements for Unified Communications and Fully Integrated Contact Center.**

Date: 6/18/2020

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization to purchase against the National Association of Procurement Officials (NASPO) Two (2) contracts with AT&T to cover Unified Communications a fully integrated Contact Center for a term of Three (3) years with Two (2) One (1) year extension options. The contracts that will be used are the National Association of State Procurement Officials (NASPO) ValuePoint contract MA149-1 for the Unified Communications hosted phone system and Contract AR2470 for the Contact Center for a three (3) year not to exceed cost of \$980,409 to include \$216,483 capital and \$763,926 operational funds.

BACKGROUND:

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

NASPO ValuePoint is a cooperative purchasing program facilitating public procurement solicitations and agreements using a lead-state model. They are a non-profit organization dedicated to providing State Chief Procurement Officers with the support and procurement resources they need.

LYNX Finance & Audit Committee Agenda

NASPO ValuePoint provides the highest standard of excellence in public cooperative contracting. By leveraging the leadership and expertise of all states and the purchasing power of their public entities, NASPO ValuePoint delivers the highest valued, reliable and competitively sourced contracts. <https://www.naspovaluepoint.org/about/>

Using the NASPO ValuePoint is allowed by LYNX's Administrative rule 4, Section 4.3.2 subsection G.

We believe the customer experience is a critical differentiator in acquiring and retaining customers. As such, LYNX has embarked on a digital transformation as the way we interact with our customers by moving to a new generation unified communication and contact center technology platform while supporting the goal of providing a fully integrated customer experience.

The cost for the implementation, hardware and contingency (capital cost) and service (monthly fees) for the Unified Communications and Integrated Contact Center are as follows:

Capital Cost

\$46,483.00	Implementation
\$145,000	Phones and paging hardware
<u>\$25,000</u>	<u>Contingency Capital</u>
\$216,483	Total

Operating Cost (yearly)

\$139,200	Unified Communications
<u>\$115,442</u>	<u>Integrated Contact Center</u>
\$254,642	Total

Operating Cost to be eliminated (yearly)

(\$62,908)	On premise phone system maintenance
<u>(\$256,998)</u>	<u>Telecom service delivery</u>
(\$319,906)	Total

(\$65,264) Potential cost reduction to operating budget

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION

A DBE participation goal is not applicable for this cooperative purchasing program procurement.

FISCAL IMPACT:

The Amended FY2020 Capital Budget includes \$414,300 for implementation of this project. Additionally, \$356,996 was included in the Amended FY2020 Operating Budget for monthly operating charges.