

LYNX Finance & Audit Committee Agenda

Meeting Date: 09/19/2024
Meeting Time: 1:30 PM

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

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

1. Call to Order

2. Approval of Committee Minutes

-  Finance Committee Minutes - August 15, 2024 Pg 3


3. Public Comments

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



4. Chief Financial Officer's Report

5. Consent Agenda







A. Invitation for Bid (IFB)

- i.  Authorization to Release an Invitation for Bid (IFB) for a Transit Safety and Security Mobile Application Pg 7





B. Award Contracts

- i.  Authorization to Negotiate and Award Contract 25-C17 to Palmdale Oil Company, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2025 Pg 9
- ii.  Authorization to Negotiate and Award Contract 25-C18 to Palmdale Oil Company, Inc. for Fuel Delivery of Ultra Low Sulfur Diesel Through FY2025 Pg 11















C. Extension of Contracts

- i.  Authorization to Exercise the First Option Year of Contract 22-C08 with Faithworks Total Ground Maintenance, LLC and Increase the Not to Exceed (NTE) to \$490,546 Pg 13
- ii.  Authorization to Exercise the Second Option Year of Contract 20-C72 with ADARide.com, LLC for ACCESS LYNX Eligibility Functional Assessments and Travel Training Services Pg 15
- iii.  Authorization to Exercise the First Option Year of Contract 22-C33 with Adventist Health System/Sunbelt, Inc. dba Advent Health Centra Care for Occupational Health Services Pg 17
- iv.  Authorization to Exercise the First Option Year of Contract 21-C47 with Humana Insurance Company for Dental Insurance Pg 19
- v.  Authorization to Exercise the First Option Year of Contract 22-C82 with Humana Insurance Company for Vision Insurance Pg 21
- vi.  Authorization to Exercise the Second Option Year of Contract 20-C74 with Vestis Services, LLC Previously Named Aramark Uniform & Career Apparel, LLC, and Increase the Not to Exceed (NTE) to \$220,000 Pg 23






D. Miscellaneous

- i.  Authorization to Initiate Public Outreach for Fiscal Year 2025 Proposed Service Changes Pg 25
- ii.  Authorization to Negotiate a Contract with CDM Smith, Inc. for Construction Engineering and Inspection Services to Support Existing Contracts Pg 27
- iii.  Authorization to Auction Surplus Capital Items Pg 29
- iv.  Authorization to Transfer Three (3) Retired Vehicles to the United Foundation of Central Florida, Inc. Pg 32

6. Action Agenda

- A.  Authorization to Implement the December 8, 2024 Service Changes Pg 34
- B.  Authorization to Enter into the FY2025 Service Funding Agreements with the Regional Funding Partners Pg 39
-Attachments   
- C.  Authorization to Enter into the FY2025 Service Funding Agreements with the Municipal Funding Partners Pg 126
-Attachments   
- D.  Authorization to Enter into the FY2025 Bus Service Agreements Pg 187
-Attachments    

7. Discussion

- A.  Update on the Swan Shuttle Autonomous Vehicle Demonstration Pg 250
- B.  Discussion on OSF CNG Options Pg 251
- C.  Review of LYNX Investment and Reserve Policies Pg 252
-Attachments  

8. Other Business

9. Adjourned

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

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

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

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

DATE: August 15, 2024

TIME: 1:30 p.m.

Members in Attendance:

Amanda Clavijo, Osceola County
Jose Fernandez, City of Orlando
Tim Jecks, Seminole County
Kurt Petersen, Orange County
Jamie Ledgerwood, FDOT, 5th District
James Goldsmith, LYNX Attorney

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

2. Approval of Minutes

A motion to approve the July 18, 2024 Finance and Audit Committee meeting minutes was made by Jamie Ledgerwood and seconded by Kurt Petersen. 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:

- Fixed Route ridership has begun to rebound from the summer dip averaging 56-58,000 trips per day from July to early August. School began this week, and ridership yesterday was near 60,000 trips. Paratransit has continued to average 54-56,000 trips per month.
- Two action items this month, Proposed FY2025 Operating and Capital budgets, and one discussion item for review of the FY2024 third quarter operating results.
- The draft FY2025 funding agreements have been sent out for review with requested due back by August 15 with questions. They will go to the Board in September for execution.
- Today's agenda includes two requests for RFPs on our Consent Agenda. They will move forward to Oversight and Board as Action items.
 - RFP for Fare Study and Equity Analysis. We brought a presentation to this committee last month and bring it as a Consent item this month. It will be presented as an Action item to Oversight and Board for discussion.

- RFP for Audit Services. Due to a statute change five years ago, LYNX employees can no longer be on the SEC. Once we get approval to go out for RFP, this Committee would serve as the SEC with the exception of Commission Janer who represented Osceola County.
- CEO Tiffany Homler Hawkins was recognized to provide a brief update on two new transit related statutes: House Bills 1301 and 1380. The guidance received on bus advertising states that no Florida Dept. of Transportation funds can be expended for bus advertising. We have not yet received rules on how either bill will impact LYNX The Florida Public Transportation Association has submitted a letter asking for some clarification on consolidated questions from all the transit agencies including LYNX. The committee discussed the current advertising contract with Vector which is in year three of a five year contract, the revenue minimum guarantee is \$2.6M per year; of which 77% is attributable to bus advertising revenue. The statute does not limit shelter ads or interior advertising; it is specific to the advertising on the outside of the buses. Contracts currently in place can run through expiration. Worst-case scenario, it will be an approximate \$2.1M reduction in revenue for LYNX. Staff is looking to see where we can minimize expenses and increase shelter ads.

There are other provisions in House Bill 1301 specific to making sure that public transit agencies do not expend more than 20% of their operating budget on administrative overhead. We are awaiting guidance on what qualifies as overhead and administrative costs. As an independent Special District, LYNX administrative costs are different than a transit department that is part of the county.

5. Consent Agenda

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for a Fare Study and Equity Analysis
- ii. Authorization to Release a Request for Proposal (RFP) for Audit Services

B. Award Contracts

- i. Authorization to Negotiate a Contract to Helman Hurley Chavart Peacock Architects, Inc. for Architecture and Engineering Services for Window Replacement at LYNX Central Station and Bus Passenger Terminal
- ii. Authorization to Negotiate and Award a Contract to American Janitorial Inc. for Trash Removal & Lawn Maintenance Services for LYNX Bus Stops/Shelters for a Not to Exceed Amount of \$2,088,139

C. Extension of Contracts

- i. Authorization to Exercise the First Option Year of Contract 22-C92 with Precision Transmission, Inc.
- ii. Authorization to Exercise the First Option Year of Contract 22-C35 with Spencer Fabrications, Inc. for the Manufacturing of LYNX Transit Shelters
- iii. Authorization to Exercise the First Option Year of Contract 21-C46 with Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for Shelters, Transfer Centers, and LYMMO
- iv. Authorization to Exercise the First Option Year of Contract 21-C45 with AECOM Technical Services, Inc. for Architecture and Engineering Services for Facilities

D. Miscellaneous

- i. Authorization to Increase the Not to Exceed Amount for Contract 21-C48 with WSP USA, Inc. for Engineering and CEI Services for the Pine Hills Bus Transfer Center to \$850,000
- ii. Authorization to Execute and Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2025 Block Grant Funding and Adoption of Resolution 24-008

Kurt Petersen made a motion to approve Consent Agenda items 5.A.i. - D.i. Second by Jose Fernandez. Motion passed unanimously.

Kurt Petersen made a motion to approve Consent Agenda item 5.D.ii. Second by Jose Fernandez. Motion passed unanimously with Jamie Ledgerwood abstaining.

6. Action Agenda

A. Approval of the FY2025 Proposed Operating Budget

Mr. Antmann presented the Proposed FY2025 Operating Budget. Mr. Antmann explained that the operating budget is the same as presented earlier this year. The only change is the wording from “Preliminary” to “Proposed” Operating Budget.

The proposed FY2025 Operating budget is balanced at \$208.1M; a \$11.2M increase over FY2024. If advertising is adversely affected by HB1301, we will address with a mid-year budget amendment.

Kurt Petersen made a motion for Approval of the FY2025 Proposed Operating Budget. Second by Jamie Ledgerwood. Motion passed unanimously.

B. Approval of the FY2025 Proposed Capital Budget

Mr. Antmann presented the Proposed FY2025 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” Capital Budget.

The total FY2025 Capital budget is \$145.2M, an increase of \$6M over the approved FY2024 budget. The \$6M increase is entirely associated with Orange County ATSP program; \$3M received in late FY2024 and an additional \$3M for FY2025.

Kurt Petersen made a motion for Approval of the FY2025 Proposed Capital Budget. Second by Tim Jecks. Motion passed unanimously.

7. Discussion

A. Review of the FY2024 3rd Quarter Operating Results

Mr. Antmann presented the FY2024 3rd Quarter Operating Results.

Budgeted Revenue through nine months is \$5.7M favorable. Expenses were \$3.6M favorable. The combined favorability comes to \$9.3M which reduced our anticipated Change in Net Position from \$25.2M to \$15.9M through nine months.

Customer fares are \$1.3M favorable; the bulk of which is on fixed route.

Interest and Other Income favorable by \$4M, primarily due to the sustained interest rates.

State Revenue is favorable \$240K attributable to Road Ranger and continuing operating assistance on VanPool program.

Federal Revenue is \$140K favorable driven by the rural grant award.

Expenses:

Other services are favorable to budget by \$3M; primarily driven by the timing of professional services, and contract maintenance.

Fuel expenses are favorable \$250K primarily associated with a federal CNG fuel tax credit.

Casualty & Liability are favorable \$445K associated with settlements.

Purchase Transportation is unfavorable \$1.2M due to the increased number of trips.

Leases and Miscellaneous is favorable \$870K from timing of travel/training and dues & subscriptions; \$500K is directly associated with savings on the negotiated ERP contract.

8. Other Business

Chair Clavijo received a request from Commissioner Janer for the Finance & Audit Committee to review the LYNX Investment Policy document with staff and provide recommendations to Oversight that would then go to the Board for consideration. LYNX staff will share the Investment Policy and investment tracking with the Finance & Audit Committee and include a Work Session on the October agenda to review the Investment Policy.

9. Adjourned

The meeting adjourned at 2:18 p.m.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: **John Burkholder**
Director Of Risk Management And Safety
Anthony Roland
Technical Contact

Phone: 407.841.2279 ext: 6167

Item Name: **Authorization to Release an Invitation for Bid (IFB) for a Transit Safety and Security Mobile Application**

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to issue an Invitation for Bid (IFB) for a Transit Safety and Security Mobile Application.

BACKGROUND:

In June 2021, LYNX awarded contract 21-C36 for a Transit Safety and Security Mobile Application to CutCom Software, Inc. d/b/a AppArmor for a term of two (2) years with a one (1) year renewal term. The current contract will expire on November 13, 2024. This application is commonly referred to as the "See Something/Say Something App."

The purpose of the Transit Safety and Security Mobile Application is to provide real-time two-way smartphone communication for incident reporting between users and authorized system administrators. The application is utilized by employees, customers, and public safety departments and can quickly report safety, security, and operational concerns. Additionally, the application receives system messages, alerts, photos, videos, audio recordings, geospatial information, and location references and can perform mass notification functions to the mobile app users.

LYNX Finance & Audit mmittee Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The FY2025 Proposed Operating Budget has \$25,000 for the “See Something” application within the Information Technology operating budget for this project.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

From: Elvis Dovalles
Director Of Maintenance
Christopher Plummer
Technical Contact

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Award Contract 25-C17 to Palmdale Oil Company, Inc. for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2025

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract 25-C17 to Palmdale Oil Company, Inc. for fuel delivery of 87 octane Unleaded gasoline through the end of FY2025.

BACKGROUND:

On July 3, 2024 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 octane Unleaded. The bids were due back on August 15, 2024, with seven (7) supplier bids received.

The current contract expires on September 30, 2024. The IFB required suppliers to provide a fixed fee cost per gallon known as an "adder fee" to deliver 87 octane unleaded gasoline. The "adder fee" is in addition to the Unleaded gasoline cost per gallon. Unleaded's price per gallon is set based on the daily rack average of the U.S. Gulf Coast Platts (USGC) index. Other costs to acquire unleaded gasoline include a standard freight charge per gallon (the "adder fee") and a lump sum pump off fee for above ground tanks (if necessary).

This contract allows an external vendor to supply fuel delivery services on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of 1.65 million (1,650,000) gallons 87 octane Unleaded gasoline.

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The bid results were tabulated as follows:

87 Octane Unleaded Gasoline	
Bid Proposers	Transportation Adder
Palmdale Oil Company, Inc.	\$ 0.0767
Tartan Oil	\$ 0.1089
Mansfield Oil Company	\$ 0.1295
TAC Energy	\$ 0.1574
World Fuel Service	\$ 0.1619
Colonial Oil Industries	\$ 0.1909
Campbell Oil Company	\$ 0.2403

The ordinal ranking for the 87 octane Unleaded gasoline bidders was:

87 Octane Unleaded Gasoline	
Bid Proposers	Ordinal Ranking
Palmdale Oil Company, Inc.	1
Tartan Oil	2
Mansfield Oil Company	3
TAC Energy	4
World Fuel Service	5
Colonial Oil Industries	6
Campbell Oil Company	7

LYNX recommends awarding the contract for 87 octane Unleaded gasoline fuel delivery services to Palmdale Oil Company, Inc. for the period of October 1, 2024 – September 30, 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.

FISCAL IMPACT:

The FY2025 Proposed Operating Budget includes \$6,387,408 for unleaded and diesel fuel purchases.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. ii

To: LYNX Finance & Audit Committee

From: Elvis Dovalés
Director Of Maintenance
Christopher Plummer
Technical Contact

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Negotiate and Award Contract 25-C18 to Palmdale Oil Company, Inc. for Fuel Delivery of Ultra Low Sulfur Diesel Through FY2025

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award contract 25-C18 to Palmdale Oil Company, Inc. for fuel delivery of Ultra Low Sulfur Diesel through the end of FY2025.

BACKGROUND:

On July 3, 2024 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded. The bids were due back on August 15, 2024, with nine (9) supplier bids received.

The current contract expires on September 30, 2024. The IFB required suppliers to provide a fixed fee cost per gallon known as an "adder fee" to deliver fuel. The "adder fee" is in addition to Ultra Low Sulfur Diesel's (ULSD) cost per gallon. ULSD's price per gallon is set based on the daily rack average of the U.S. Gulf Coast Platts (USGC) index. Non-commoditized costs to acquire ULSD include a standard freight charge per gallon (the "adder fee") and a lump sum pump off fee for above ground tanks (if necessary).

This contract allows an external vendor to supply fuel delivery services on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of 600 thousand (600,000) gallons Ultra Low Sulfur Diesel (ULSD).

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The bid results were tabulated as follows:

Ultra Low Sulfur Diesel (ULSD)	
Bid Proposer	USLD Transportation Adder
Palmdale Oil Company	\$ 0.1824
Colonial Oil Industries	\$ 0.1951
Sunoco, LLC	\$ 0.2126
Mansfield Oil Company	\$ 0.2177
Tartan Oil	\$ 0.2213
Petroleum Traders	\$ 0.2259
World Fuel Service	\$ 0.2678
TAC Energy	\$ 0.2690
Campbell Oil Company	\$ 0.2737

The ordinal ranking for the Ultra-Low Sulfur Diesel bidders was:

Ultra Low Sulfur Diesel (ULSD)	
Bid Proposer	Ordinal Ranking
Palmdale Oil Company	1
Colonial Oil Industries	2
Sunoco, LLC	3
Mansfield Oil Company	4
Tartan Oil	5
Petroleum Traders	6
World Fuel Service	7
TAC Energy	8
Campbell Oil Company	9

LYNX recommends awarding the contract for Ultra Low Sulfur Diesel (ULSD) fuel delivery services to Palmdale Oil Company, Inc. for the period of October 1, 2024 – September 30, 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.

FISCAL IMPACT:

The FY2025 Proposed Operating Budget includes \$6,387,408 for unleaded and diesel fuel purchases.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. i

To: LYNX Finance & Audit Committee

From: Elvis Dovalles
Director Of Maintenance
Ricky Gonzalez
Technical Contact

Phone: 407.841.2279 ext: 6239

Item Name: Authorization to Exercise the First Option Year of Contract 22-C08 with Faithworks Total Ground Maintenance, LLC and Increase the Not to Exceed (NTE) to \$490,546

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 22-C08 for bus stop and shelter pressure washing services with Faithworks Total Ground Maintenance, LLC and increase the not to exceed (NTE) to \$487,986 to cover the first option year agreed to contract cost of \$127,440.

BACKGROUND:

On September 23, 2021, the LYNX Board of Directors approved the award of Contract 22-C08 for bus stop and shelter pressure washing services to Faithworks Total Ground Maintenance, LLC for three (3) years with two (2) one (1) year options with a not to exceed of \$360,546. The initial term of Contract 22-C08 expires on October 13, 2024.

LYNX has approximately 1,231 hard surface bus stops located within the boundaries of Orange, Osceola, Seminole, Southeastern Lake, and Northern Polk Counties. Bus stops are the primary point of customer access to LYNX fixed route bus service. Bus stops and shelters are highly visible to the community and provide a clean, safe area for customers to wait, to board, and to alight LYNX buses. The cleaning and pressure washing of bus stops and shelters is required once per month.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE Goal has been established for this contract.

FISCAL IMPACT:

The FY2025 Proposed Operating Budget includes \$144,420 for pressure washing services at shelters.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. ii

To: LYNX Finance & Audit Committee

From: **Norman Hickling**
Director Of Mobility Services
Selita Stubbs
Technical Contact

Phone: 407.841.2279 ext: 6169

Item Name: **Authorization to Exercise the Second Option Year of Contract 20-C72 with ADARide.com, LLC for ACCESS LYNX Eligibility Functional Assessments and Travel Training Services**

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise option year two of contract 20-C72 with ADARide.com, LLC for ACCESS LYNX eligibility Functional Assessments and Travel Training Services.

BACKGROUND:

On September 24, 2020, the LYNX Board of Directors approved the award of contract 20-C72 to ADARide.com, LLC to perform functional assessments and travel training. The contract was executed for a total of five years; beginning December 1, 2020, to December 1, 2023, with two (2) one (1) year renewal options. The not to exceed (NTE) for this contract is \$874,113.

Functional assessments are in-person physical and cognitive assessments that screen ACCESS LYNX applicants' ability to use the fixed route system or NeighborLink (Rides on Demand) service. In addition to the written eligibility application, the functional assessment provides an opportunity for new and recertification applicants to explain and demonstrate their individual circumstances and ability to safety ride on the fixed route System. The purpose of travel training is to assist individuals who may have been denied eligibility and/or who want to learn how to access the LYNX fixed route or NeighborLink Rides on Demand services.

By providing travel training, LYNX can deliver additional mobility options to all members of the community wanting to have access to the public transportation system. This includes paratransit

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eligible customers who want to utilize the ACCESS Plus+ program for other modes of our services.

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.

FISCAL IMPACT:

The FY2025 Proposed Operating Budget includes \$300,000 for functional assessment and travel training.

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Consent Agenda Item #5.C. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the First Option Year of Contract 22-C33 with Adventist Health System/Sunbelt, Inc. dba Advent Health Centra Care for Occupational Health Services

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 22-C33 with Adventist Health System/Sunbelt, Inc. dba Advent Health Centra Care for Occupational Health Services.

BACKGROUND:

On December 9, 2021, the LYNX Board of Directors approved the award of Contract 22-C33 to Adventist Health System/Sunbelt, Inc. dba Advent Health Centra Care for occupational health services for three (3) years with two (2) one (1) year options in a not to exceed of \$475,000 dollars for the initial term. Contract 22-C33 expires on January 10, 2025. The not to exceed will remain at \$475,000.

Occupational health services include pre-employment physical exams, post-accident physical exams, occupational medical exams (audiometry, spirometry and fit testing), drug/alcohol testing, Hepatitis B shots and return-to-work (fitness for duty) exams.

The contract for these services enables us to meet the mandated requirements of the drug and alcohol testing rules issued by U.S. Department of Transportation as prescribed by Omnibus Transportation Employees Testing Act of 1991, as amended.

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2025 Proposed Operating Budget includes \$123,960 for services relating to pre-employment physical exams, post-accident physical exams, occupational medical exams, drug/alcohol testing, Hepatitis B shots and return-to-work exams.

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Consent Agenda Item #5.C. iv

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the First Option Year of Contract 21-C47 with Humana Insurance Company for Dental Insurance

Date: 09/19/2024

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 21-C47 with Humana Insurance Company for Dental Insurance.

BACKGROUND:

On June 24, 2021, the LYNX Board of Directors approved the award of Contract 21-C47 to Humana Insurance Company for Dental Insurance for three (3) years with two (2) one (1) year options. Contract 21-C47 expires on December 31, 2024.

It is beneficial for the Authority to provide a comprehensive benefit package to its employees. Dental insurance is an integral part of this package and is a valued benefit for the employees. The Authority wishes to continue to offer this benefit option to our employees. There is no direct cost to the Authority as this is an employee paid benefit.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

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FISCAL IMPACT:

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

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Consent Agenda Item #5.C. v

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Exercise the First Option Year of Contract 22-C82 with Humana Insurance Company for Vision Insurance

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 22-C82 with Humana Insurance Company for Vision Insurance.

BACKGROUND:

On July 28, 2022, the LYNX Board of Directors approved the award of Contract 22-C82 to Humana Insurance Company for Vision Insurance for two (2) years with three (3) one (1) year options. Contract 22-C82 expires on December 31, 2024.

It is beneficial for the Authority to provide a comprehensive benefit package to its employees. Vision insurance is an integral part of this package and is a valued benefit for the employees. This is a benefit that helps recruit and retain employees.

The Authority wishes to continue to offer this benefit option to our employees. There is no direct cost to the Authority as this is an employee paid benefit.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

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FISCAL IMPACT:

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

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Consent Agenda Item #5.C. vi

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6239

Item Name: **Authorization to Exercise the Second Option Year of Contract 20-C74 with Vestis Services, LLC Previously Named Aramark Uniform & Career Apparel, LLC, and Increase the Not to Exceed (NTE) to \$220,000**

Date: 09/19/2024

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 20-C74 for Uniform Rental and Laundering Services with Vestis Services, LLC, previously named Aramark Uniform & Career Apparel, LLC, and increase the not to exceed (NTE) to \$220,000.

BACKGROUND:

On September 24, 2020, the LYNX Board of Directors approved the award of contract 20-C74 for the uniform rental and laundering services to Aramark Uniform & Career Apparel, LLC. for three (3) years with two (2) one (1) year renewal options with a not to exceed amount of \$111,543.

On August 24, 2023, the LYNX Board of Directors approved exercising the First Option Year and increased the not to exceed from \$111,543 to \$276,000. The option year term of Contract 20-C74 expires on September 30, 2024.

Laundered uniforms must be supplied to Maintenance Bargaining Unit Employees as per the Labor Agreement between LYNX and the Amalgamated Transit Union Local 1596.

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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.

FISCAL IMPACT:

The FY2025 Proposed Operating budget includes \$84,900 for uniform rental and laundering.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Initiate Public Outreach for Fiscal Year 2025 Proposed Service Changes

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for the proposed service changes scheduled to occur in Fiscal Year 2025.

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, or 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.

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Public notices and public hearings are also required for any proposed alternatives that have the potential to create a disparate impact or disproportionate burden of plus or minus 10% percent, if implemented, on minority or lower income populations in LYNX's service area.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The cost related to public outreach is included in the FY2025 Proposed Operating Budget.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. ii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Negotiate a Contract with CDM Smith, Inc. for Construction Engineering and Inspection Services to Support Existing Contracts

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate a contract with the top ranked firm, CDM Smith Inc., for Construction Engineering and Inspection (CEI) services to support existing contracts.

BACKGROUND:

On August 24, 2023, the LYNX Board of Directors granted permission to proceed with a Request for Proposal (RFP) for Construction Engineering and Inspection (CEI) Services to support existing contracts due to a need for a third A & E firm when additional funding sources become available for capital projects.

Recently, LYNX has had the ability to use Florida Department of Transportation (FDOT) grant dollars to fund projects. This funding is anticipated to continue to be made available via various opportunities both now and in the future. FDOT grant rules (with the exception of bus shelters and amenities) is very specific that the designer and CEI must be completely separate companies. In addition, there may be times with other funding that a potential conflict is in place that would preclude the designer and CEI from being the same company.

The RFP was released on April 10, 2024. All bids were due on June 5, 2024. A Source Evaluation Committee (SEC) was held on August 21, 2024, to rank the firms. The SEC was instructed to choose three (3) firms, with the top ranked firm being selected to negotiate a contract with. The following four (4) submissions were returned:

LYNX Finance & Audit mmittee Agenda

Vendors
CDM Smith, Inc
Metric Engineering, Inc.
Ritacco and Chan Architecture, LLC.
SAI consulting Engineering, Inc

The three (3) top ranked firms from first to third are:

Vendors
CDM Smith, Inc
Metric Engineering, Inc.
SAI consulting Engineering, Inc

LYNX staff recommends negotiation of the contract with CDM Smith, Inc. Upon successful completion of negotiations, LYNX staff will bring back the contract for board approval.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE Goal has been established for this contract. CDM Smith, Inc. has committed to a DBE participation of 3.8%.

FISCAL IMPACT:

The FY2025 Proposed Capital Budget includes projects totaling \$8,760,000 which includes cost for CEI services.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.D. iii

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6014

Item Name: Authorization to Auction Surplus Capital Items

Date: 09/19/2024

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. This year's auction is scheduled for February 2024. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Other Vehicles:

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

- There are 47 Vehicle that have reached the end of their useful life and exceeding the FTA mileage requirement.

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Vehicle Listing

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquired Value*	NBV*
7027	92	9/30/2002	OV	CUBE VAN, 7.3 LITER DIESEL	5	\$30,322	\$0
14682	35750	09/30/2012	OV	2012 Ford E350 Van 10 Passenger	5	\$29,979	\$0
15864	36254	06/07/2013	OV	2013 FORD E350 VAN 10 PASSENGERS	4	\$29,168	\$0
15873	37412	06/07/2013	OV	2013 CHEVY TRAVERSE 8 PASSENGERS	4	\$24,396	\$0
15876	37409	06/07/2013	OV	CHEVY TRAVERSE 8 PASSENGERS	4	\$24,396	\$0
15877	37414	06/07/2013	OV	2013 CHEVY TRAVERSE 8PASSENGERS	4	\$24,396	\$0
15878	37415	06/07/2013	OV	2013 CHEVY TRAVERSE 8 PASSENGERS	4	\$24,396	\$0
15884	37160	06/07/2013	OV	2013 CHEVY TRAVERSE 8 PASSENGERS	4	\$24,396	\$0
15888	37164	06/07/2013	OV	CHEVY TRAVERSE 8 PASSENGERS	4	\$24,396	\$0
16749	38242	09/25/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16750	38243	09/25/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16754	38247	09/25/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16755	38248	09/25/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16762	38427	09/26/2013	OV	2014 Chevrolet Traverse 3.6L V6	4	\$27,369	\$0
16763	38429	09/26/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16764	38425	09/26/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16765	38432	09/26/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16905	38873	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16906	38874	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16908	38876	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16909	38877	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16910	38878	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16916	38884	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16919	38887	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16920	38888	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
16923	38891	12/31/2013	OV	2014 CHEVY TRAVERSE	4	\$27,369	\$0
17263	38763	03/31/2014	OV	2014 FORD E350 EXT	4	\$30,496	\$0
17276	38777	03/31/2014	OV	2014 FORD E350 EXT	4	\$33,468	\$0
17279	38780	03/31/2014	OV	2014 FORD E350 EXT	4	\$33,468	\$0
17863	41580	08/31/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17866	41581	08/31/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0

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17868	41577	08/31/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17942	41586	09/29/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17946	41585	09/29/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
18289	45204	11/30/2014	OV	2015 Chevy Traverse	5	\$27,480	\$0
18290	45205	11/30/2014	OV	2015 Chevy Traverse	5	\$27,480	\$0
18295	45210	11/30/2014	OV	2015 Chevy Traverse	5	\$27,480	\$0
18618	219-115	07/15/2015	OV	2015 Ford Taurus Sedan Police Interceptor	4	\$27,175	\$0
19251	230-116	02/01/2016	OV	2015 Dodge Charger 4DR Sedan	4	\$31,778	\$0
19372	236-116	06/01/2016	OV	Dodge Promaster Van	4	\$38,899	\$0
19682	47991	10/13/2016	OV	2017 Chevy Traverse	4	\$27,317	\$0
19689	47775	10/04/2016	OV	2017 Chevy Traverse	4	\$27,317	\$0
19712	48271	11/10/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
19716	48400	11/10/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
19717	48401	11/10/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
19718	48268	11/04/2016	OV	2017 Ford T150 Transit	4	\$24,708	\$0
19719	48589	11/04/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
Total						\$1,305,864	\$0

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The net book value of the forty-seven (47) support vehicles are \$0. The potential FTA obligations are \$0.

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Consent Agenda Item #5.D. iv

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6014

Item Name: **Authorization to Transfer Three (3) Retired Vehicles to the United Foundation of Central Florida, Inc.**

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer three (3) vehicles to the United Foundation of Central Florida, Inc.

BACKGROUND:

LYNX Asset Management staff identified three (3) retired vehicles to transfer to the United Foundation of Central Florida, Inc. This organization has expressed an interest in receiving these retired vehicles to provide transportation for their students for educational and career development. LYNX staff received IRS documentation detailing United Foundation of Central Florida, Inc. as a qualified 501(c)(3).

LYNX staff is preparing a submission to the Federal Transit Administration (FTA) for approval to waive or transfer any outstanding obligation associated with the vehicle and the related components. Upon Board of Directors approval, LYNX staff will continue to work with United Foundation of Central Florida, Inc. to facilitate the transfer of the vehicle. If the transfer of the vehicle is not successful, LYNX staff will then include it in the upcoming public auction.

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Vehicle Listing

System Number	Asset ID	Acquisition Date	Class	Description	Estimated Life	Acquired Value*	NBV*
11077	709	09/30/2006	RV	35' LF BRT- G29B102N4 Gillig Bus	9	\$288,661.00	\$0
11078	709A	09/30/2006	RV	Engine, Gillig Bus	5	\$21,727.00	\$0
11079	709B	09/30/2006	RV	Transmission, Gillig Bus	5	\$7,129.00	\$0
19283	150680	03/22/2016	RV	Turtle Top Cutaway Van Pool	4	\$74,939.00	\$0
19689	47775	10/04/2016	OV	2017 Chevy Traverse	4	\$27,317.00	\$0
Totals						\$419,773.00	\$0

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The net book value of the one (1) diesel revenue vehicle including one (1) components, one (1) Vanpool revenue vehicle and one (1) support vehicle are \$0. The potential FTA obligations are \$0.

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Action Item #6.A

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Implement the December 8, 2024 Service Changes

Date: 09/19/2024

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee, to implement the proposed service changes effective December 8, 2024.

BACKGROUND:

On September 28, 2023, staff will receive authorization from the Board of Directors to initiate the Public Participation Process for consideration of proposed service changes that would go into effect in December. Eight (8) information sessions and one in-person and virtual hearing/workshop will be held. Additional public information sessions will be held in late December and January once the opening date of the Pine Hills Transfer Center is confirmed. LYNX customers and the public will be provided the opportunity to submit comments on the service changes at the following information sessions and workshop/public hearing:

Date/Time: Thursday, October 3, 5-6 PM
Location: Pine Hills Multicultural Center, Orlando, FL

Date/Time: Monday, October 7, 1-2 PM
Location: Kissimmee City Hall, Kissimmee, FL

Date/Time: Monday, October 7, 1-2 PM
Location: Pine Hills Community Center, Orlando, FL

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Date/Time: Tuesday, October 8, 1-2 PM

Location: LYNX Central Station – Lobby, Orlando, FL

Date/Time: Tuesday, October 8, 6-7 PM

Location: Virtual

Date/Time: Wednesday, October 9, 1-2 PM

Location: Altamonte Springs City Hall, Altamonte Springs, FL

Date/Time: Thursday, October 10, 6-7 PM

Location: Buenaventura Lakes Public Library, Kissimmee, FL

Date/Time: Monday, October 14, 1-2 PM

Location: Valencia College Lake Nona Campus, Orlando, FL

Date/Time: Thursday, October 17, 4-6PM

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

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 will run from September 30 through October 22, 2024. Public notices for the service change information and the public meetings were 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 Twitter.

Dec. 8 Service Proposal

NEW LINK

- **Link 705** – West Colonial Drive/Winter Garden (Orange County) – route will operate between the West Oaks Mall SuperStop and S.R. 50 & Park Ave. in Winter Garden, replacing Link 105 service. Operates from West Oaks Mall via Clark Rd., S.R. 50, Blackwood Ave., Old Winter Garden Rd., Bluford Ave., S.R. 50, Carter Rd., Story Rd., 9th St., S.R. 50 to Park Ave. From Park Ave., operates via S.R. 50 to West Oaks Mall. Operates every 60 minutes Monday thru Saturday.

DISCONTINUED SERVICE

- **Link 155** – The Loop/Buena Ventura Lakes/Osceola Parkway (Osceola County) – route will be discontinued.

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- **Link 612** – Narcoossee Road (Osceola County/Orange County) – route will be discontinued.

SCHEDULE ADJUSTMENTS

- **Link 7** – S. Orange Avenue/Florida Mall (Orange County) – minor schedule adjustments on weekdays.
- **Link 10** – E. U.S. 192/St. Cloud (Osceola County) – minor schedule adjustments daily.
- **Link 25** – Mercy Drive/Shader Road (Orange County) – Minor schedule adjustments on weekdays.
- **Link 104** – E. Colonial Drive (Orange County) – minor schedule adjustments on Sunday.
- **Link 108** – S. U.S. 441 (Orange Blossom Trail)/Kissimmee (Osceola County/Orange County) – minor schedule adjustments daily.

SCHEDULE IMPROVEMENTS

- **Link 56** – W. U.S. 192/Magic Kingdom (Osceola County/Orange County) – add daily trips from Kissimmee Intermodal Station at 4, 4:30, and 5 a.m. and from Disney University at 5:20 and 5:50 a.m. on weekdays and 5:17, 5:47, and 6:17 a.m. on weekends.

SCHEDULE REDUCTIONS

- **Link 60** – LYMMO Orange Line (City of Orlando) – change weekday frequency from 7 a.m. thru 7 p.m. to every 12 minutes and from 7 p.m. to 9 p.m. to every 16-20 minutes. End service daily at 9 p.m.
- **Link 61** – LYMMO Lime Line (City of Orlando) – change weekday frequency to 20 minutes. Begin weekday service at 7 a.m. and end service at 6 p.m. Discontinue Saturday and Sunday service.
- **Link 62** – LYMMO Grapefruit Line (City of Orlando) - change weekday frequency from 7 a.m. thru 7 p.m. to every 12 minutes and from 7 p.m. to 9 p.m. to every 16-20 minutes. End service daily at 9 p.m.

ROUTE AND SCHEDULE IMPROVEMENTS

- **Link 125** – Silver Star Road (Orange County) – extend into the new Pine Hills Transfer Center via Belco Rd. Change weekday service to every 20 minutes from 5 a.m. to 6 p.m.

ROUTE CHANGES

- **Link 9** – Winter Park/Rosemont/Pine Hills (Orange County) – extend route from North Ln. via Pine Hills Rd., Belco Dr. to the new Pine Hills Transfer Center. Discontinue

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service on Pine Hills Rd. north of North Ln., Clarcona Ocoee Rd., and Long Rd.

Discontinue weekday 11 p.m. trip from Rosemont Superstop to Winter Park. Daily schedule adjustments.

- **Link 37** – Pine Hills/Kirkman Rd./Florida Mall (Orange County) – extend route from Silver Star Rd./Hiawassee Rd. via Silver Star Rd. and Belco Dr. to the new Pine Hills Transfer Center. Daily schedule adjustments.
- **Link 44** – Hiawassee Rd./Zellwood/Apopka (Orange County) – extend route from Silver Star Rd./Hiawassee Rd. via Silver Star Rd. and Belco Dr. to the new Pine Hills Transfer Center. Discontinue service on Hermit Smith Rd., Harry St., Janet St. Willow, St., Mohawk Dr., Holly St., George Martin Rd., and Hollycreek Rd. Daily schedule adjustments.
- **Link 48** – W. Colonial Drive/Powers Dr. (Orange County) – discontinue service on Silver Star Rd. east of Powers Dr. Extend route to the new Pine Hills Transfer Center via Silver Star Rd. and Belco Dr. Daily schedule adjustments.
- **Link 49** – W. Colonial Drive/Pine Hills Rd. (Orange County) – extend route into the new Pine Hills Transfer Center. Change service on Indian Hill Rd. and North Lane to bi-directional. Extend route to Rosemont Superstop via Pine Hills Rd., Clarcona Ocoee Rd., and Orange Blossom Trail. Daily schedule adjustments.
- **Link 105** – W. Colonial Drive (Orange County) – change route to operate between LYNX Central Station and Blackwood Ave./Winter Garden Rd. Daily schedule adjustments. Service to Winter Garden will be provided by NEW Link 705.
- **Link 301** – Disney Direct/Pine Hills (Orange County) – extend to the new Pine Hills Transfer Center. Operates via Silver Star Rd., Hiawassee Rd., W. Colonial Dr. to regular route. Daily schedule adjustments.
- **Link 302** – Disney Direct/Rosemont (Orange County) – Discontinue service between Rosemont Superstop and North Lane/Pine Hills Rd. Operate on North Lane, Powers Dr., Indian Hill Rd., Pine Hills Rd. Belco Dr. to the new Pine Hills Transfer Center. Continues along Pine Hills Rd., Colonial Dr., Mercy Dr. to current route. Daily schedule adjustments. Discontinue 2:15 p.m. daily trip from Rosemont Superstop to Disney Springs.

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- **Link 303** – Disney Direct/Washington Shores (Orange County) – extend route to the new Pine Hills Transfer Center via John Young, W. Colonial Dr., Mercy Dr., Silver Star Rd., Belco Dr. Daily schedule adjustments.
- **Link 311** – Disney/Orlando Int’l Airport/Destination Parkway Express (Orange County) – add a new stop on John Young Parkway at Destination Parkway.
- **Link 443** – Winter Park/Lee Road/Pine Hills (Orange County) - extend service from Silver Star Rd./Hiawasse Rd. via Silver Star Rd. and Belco Dr. to the new Pine Hills Transfer Center. Daily schedule adjustments. Renumber route to Link 43.

ROUTE NUMBER CHANGES

- **NeighborLink 601** – Poinciana (Osceola County) – renumber as 801.
- **NeighborLink 604** – Intercession City/Campbell City (Osceola County) – renumber as 804.
- **Link 443** – Winter Park/Lee Road/Pine Hills (Orange County) – renumber as Link 43.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE goal is applicable to this activity.

FISCAL IMPACT:

The proposed base service changes are budget neutral. All proposed service changes are coordinated with the LYNX funding partners. There are adjustments and cancellations of services within Osceola County that have already been included in those agreements for FY2025.

The bus service agreement for the Orange County ATSP may require an amendment once the service changes related to Pine Hills Transfer Center are finalized.

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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 FY2025 Service Funding Agreements with the Regional Funding Partners

Date: 09/19/2024

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 2025 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.

Under the Regional Funding Model, fixed route service (a non-outsourced service) is allotted to the Funding Partners based upon Service Hours and not Revenue Hours. "Service Hours" are the

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hours that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service (thus regardless of whether or not the vehicle has a passenger).

Under the Regional Funding Model, the cost of NeighborLink is allocated to the Funding Partners based upon Revenue Hours. “Revenue Hours” are the hours that vehicles are scheduled to or actually travel while in revenue service (meaning there is a passenger on the vehicle). Revenue Hours exclude deadhead (meaning there is no passenger on the vehicle). The reason why the Regional Funding Model makes reference to Revenue Hours is that, when NeighborLink was an outsourced service, LYNX was charged only for the cost of service based upon Revenue Hours and not Service Hours and therefore the only cost LYNX needed to recover was based on Revenue Hours.

Thus, until the time that NeighborLink was taken over by LYNX as an internally provided service there was no need for LYNX to allocate the cost of deadhead. As a result of LYNX transitioning NeighborLink service from an externally to an internally provided service, LYNX is now allocating the NeighborLink cost in the same manner that fixed route service is allocated under the Regional Funding Model. The only way for LYNX to accurately allocate the cost associated with deadhead is to allocate the cost of NeighborLink service in the same way as fixed route service. Below is a chart showing the impact of the change to the Funding Partners.

	Revenue Hours	% Utilization based on Revenue Hours	Cost Based on Revenue Hours	Service Hours	% Utilization based on Service Hours	Cost Based on Service Hours	Variance
Orange County	29,069	52.72%	\$ 1,966,536.09	31,653	52.92%	\$ 1,973,872.59	\$ 7,336.50
Osceola County	16,501	29.93%	\$ 1,116,303.01	17,467	29.20%	\$ 1,089,237.44	\$ (27,065.57)
Seminole County	9,566	17.35%	\$ 647,145.90	10,694	17.88%	\$ 666,874.97	\$ 19,729.07
TOTALS:	55,136	100.00%	\$ 3,729,985.00	59,814	100.00%	\$ 3,729,985.00	\$ 0.00

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

The funding partner agreement for FY2025 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.

To the extent that any Funding Partner requires changes to the agreement, an “addendum” will be added 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 2025 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

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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:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

Please reference the following Exhibit "C", which is included in each of the Regional Funding Partners' Agreements.

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Exhibit C

Schedule Listing of LYNX Funding Partners

Operating Funding	FY2025 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	<u>\$ 106,250,401</u>	<u>\$ 1,157,081</u>	<u>\$ 107,407,482</u>
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,683,984</u>	<u>\$ -</u>	<u>\$ 9,683,984</u>
Subtotal Operating Funding	<u>\$ 115,934,385</u>	<u>\$ 1,157,081</u>	<u>\$ 117,091,466</u>
Capital Contributions			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	<u>\$ 3,836,698</u>	<u>\$ -</u>	<u>\$ 3,836,698</u>
Total Local Funds	<u>\$ 119,771,083</u>	<u>\$ 1,157,081</u>	<u>\$ 120,928,164</u>

**25-C07 Service Funding Agreement
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 October 24, 2023 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2023 to September 30, 2024 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, 2024 and ending on September 30, 2025 (“**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, 2024 and ending on September 30, 2025.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**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, 2024 and ending the following September 30, 2025.

“**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, 2025 and ending the following September 30, 2026.

“**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 a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**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, 2024 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, 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 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.
- (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. **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: 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
Brian.Sanders@ocfl.net
Attn: Brian Sanders, Transportation Planning Manager

With copy to: Orange County Office of Management and Budget
P.O. Box 1393
Orlando, Florida 32802-1393
Kurt.petersen@ocfl.net
Attn: Kurt Petersen, 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

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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, 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.

Signatures appear on following page

DRAFT COPY

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

ATTEST:

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

By: _____
Deputy Clerk

Print Name

FUNDING PARTNER:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

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 Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

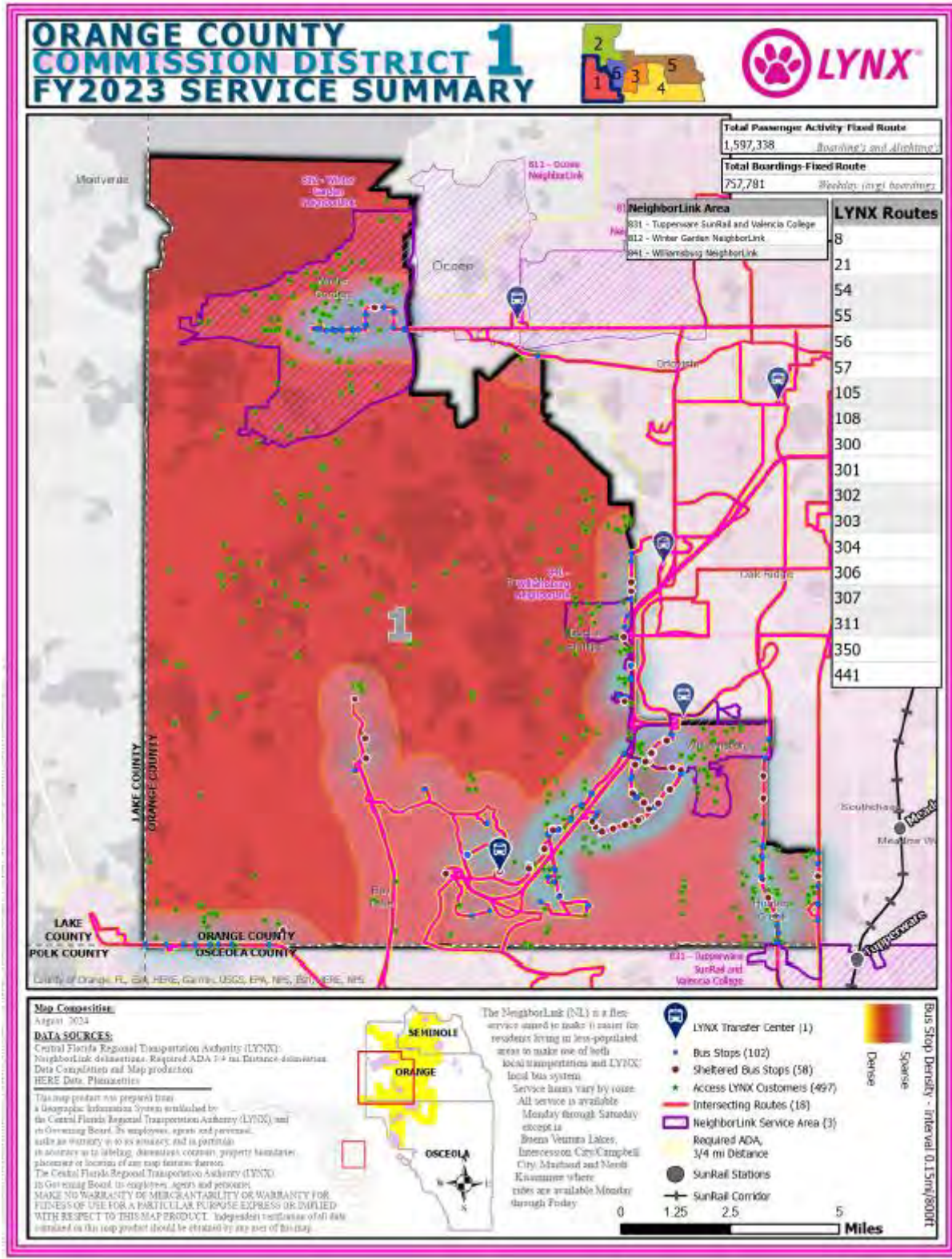
By: _____
Carrie L. Sarver, Esq., B.C.S.
Senior In-House Counsel

Date: _____

DRAFT COPY

Exhibit "A"

DESCRIPTION OF SERVICE AREA



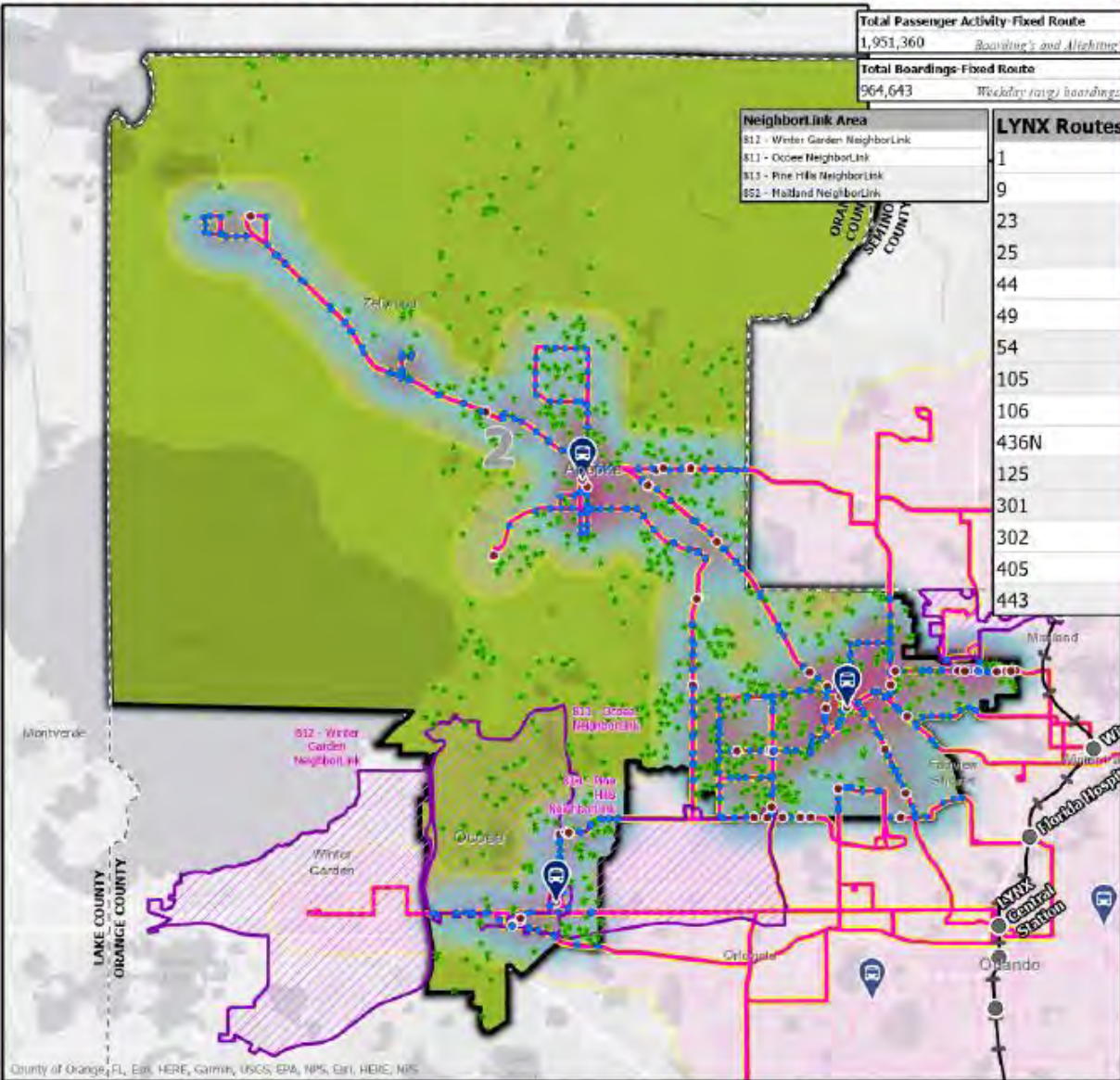
ORANGE COUNTY COMMISSION DISTRICT 2 FY2023 SERVICE SUMMARY



Total Passenger Activity - Fixed Route	1,951,360	<i>Boatline's and Alightin's</i>
Total Boardings - Fixed Route	964,643	<i>Weekly range boardings</i>

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

LYNX Routes	
1	
9	
23	
25	
44	
49	
54	
105	
106	
436N	
125	
301	
302	
405	
443	



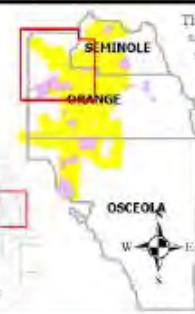
Map Composition:

August, 2024

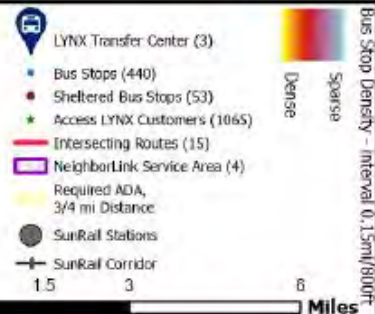
DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations, Required ADA 1/4 mi Distance delineation
Data Compilation and Map production
HERE Data, Phaticmetrics

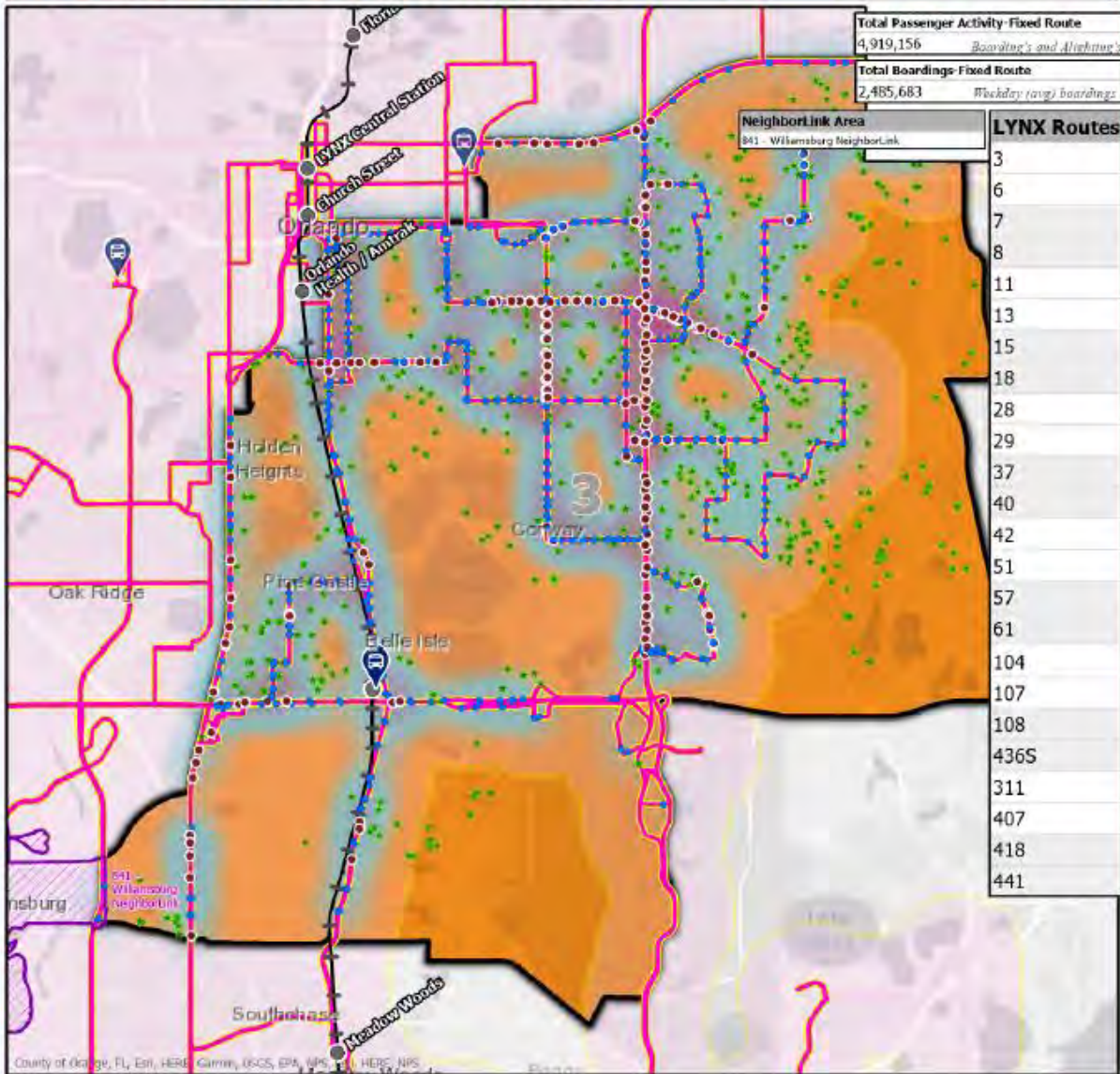
This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX), and its employees, agents and personnel, and is provided as is to its accuracy, and in particular its accuracy as to labeling, dimensions, content, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), 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 Brevard, Volusia, Lake, Intercession City/Campbell City, Maitland and North Kissimmee where miles are available Monday through Friday.



ORANGE COUNTY COMMISSION DISTRICT 3 FY2023 SERVICE SUMMARY



Total Passenger Activity - Fixed Route
4,919,156 *Boardings and Alightings*

Total Boardings - Fixed Route
2,485,683 *Weekday (avg) boardings*

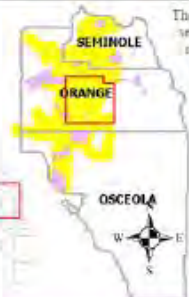
NeighborLink Area
841 - Williamsburg NeighborLink

LYNX Routes	
3	
6	
7	
8	
11	
13	
15	
18	
28	
29	
37	
40	
42	
51	
57	
61	
104	
107	
108	
436S	
311	
407	
418	
441	

Map Composition:
August, 2024

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

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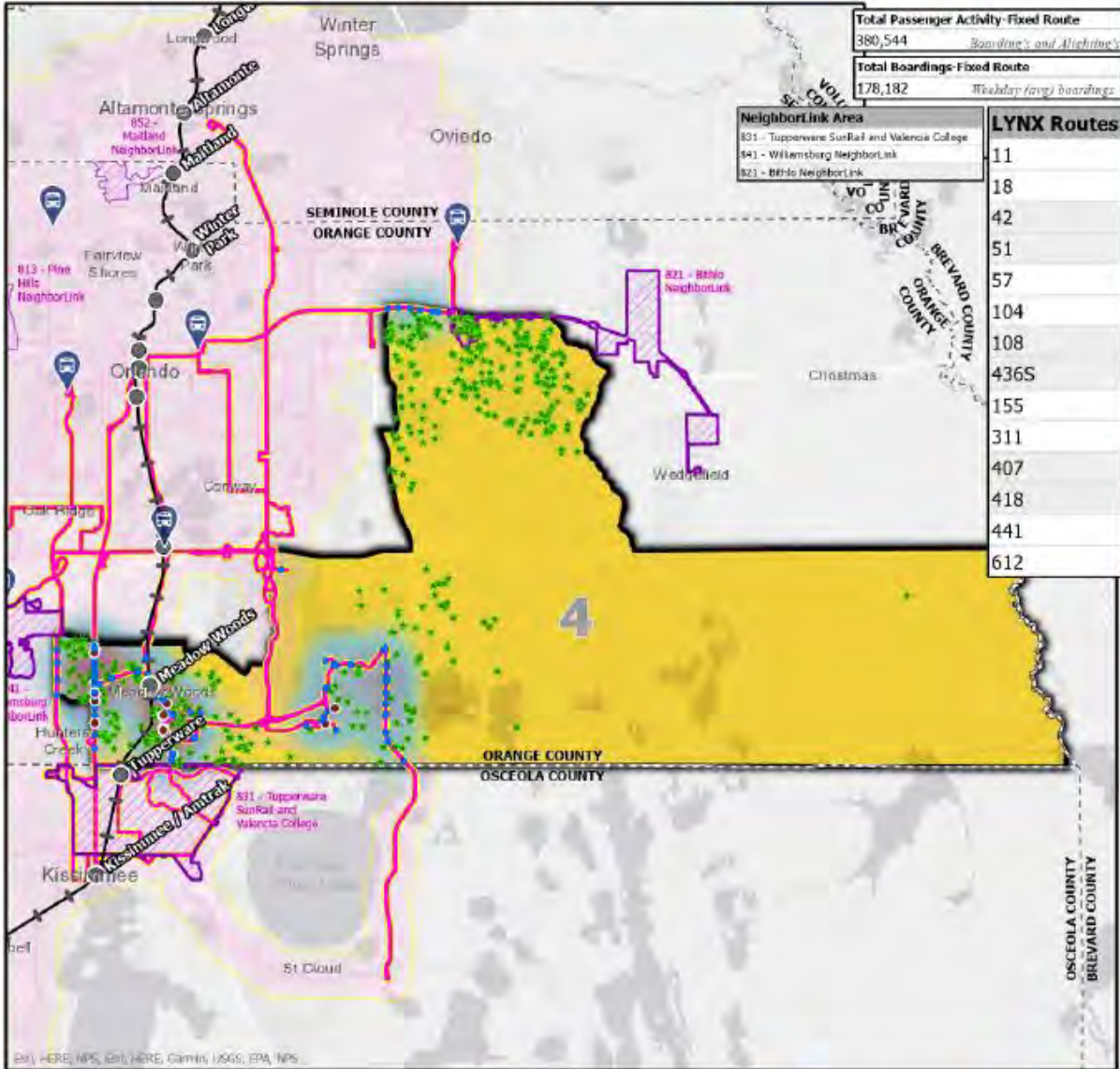
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus system.
Service hours vary by route.
All service is available Monday through Saturday except in Buena Vista/Lakes, Intercession City/Campbell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

- LYNX Transfer Center (1)
- Bus Stops (480)
- Sheltered Bus Stops (174)
- Access LYNX Customers (848)
- Intersecting Routes (24)
- NeighborLink Service Area (1)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.1mi/100ft
Dense Sparse

0 1 2 4 Miles

ORANGE COUNTY COMMISSION DISTRICT 4 FY2023 SERVICE SUMMARY



Total Passenger Activity-Fixed Route	380,544	<i>Boarding's and Alighting's</i>
Total Boardings-Fixed Route	178,182	<i>Weekday (avg) boardings</i>

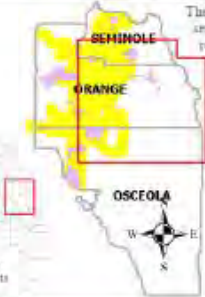
NeighborLink Area	LYNX Routes
831 - Tupperware SunRail and Valencia College	11
841 - Williamsburg NeighborLink	18
821 - BHo NeighborLink	42
	51
	57
	104
	108
	436S
	155
	311
	407
	418
	441
	612

Map Composition:
August, 2024

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
NeighborLink delineations. Required ADA 3/4 mi Distance delineations.
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's local bus system. Service hours vary by route. All service is available Monday through Saturday except in Brevard/Veunua Lakes, Intercession City/Campbell City, Matland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (0)
- Bus Stops (95)
- Sheltered Bus Stops (17)
- Access LYNX Customers (578)
- Intersecting Routes (14)
- NeighborLink Service Area (3)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.13mi/1800ft

Dense Sparse

0 2.5 5 10 Miles

ORANGE COUNTY COMMISSION DISTRICT 5 FY2023 SERVICE SUMMARY



Total Passenger Activity-Fixed Route	7,961,010	<i>Boardings and Alightings</i>
Total Boardings-Fixed Route	3,994,253	<i>Weekday (avg) boardings</i>

NeighborLink Area	LYNX Routes
852 - Halland NeighborLink	1
821 - Delto NeighborLink	3
	6
	7
	8
	9
	11
	13
	15
	18
	19
	20
	21
	23
	25
	28
	29
	36
	38
	40
	48
	49
	51
	54
	60
	61
	62
	102
	104
	105
	106
	107
	4365
	125
	300
	350
	434
	441
	443

Map Composition:

August, 2024

DATA SOURCES:

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

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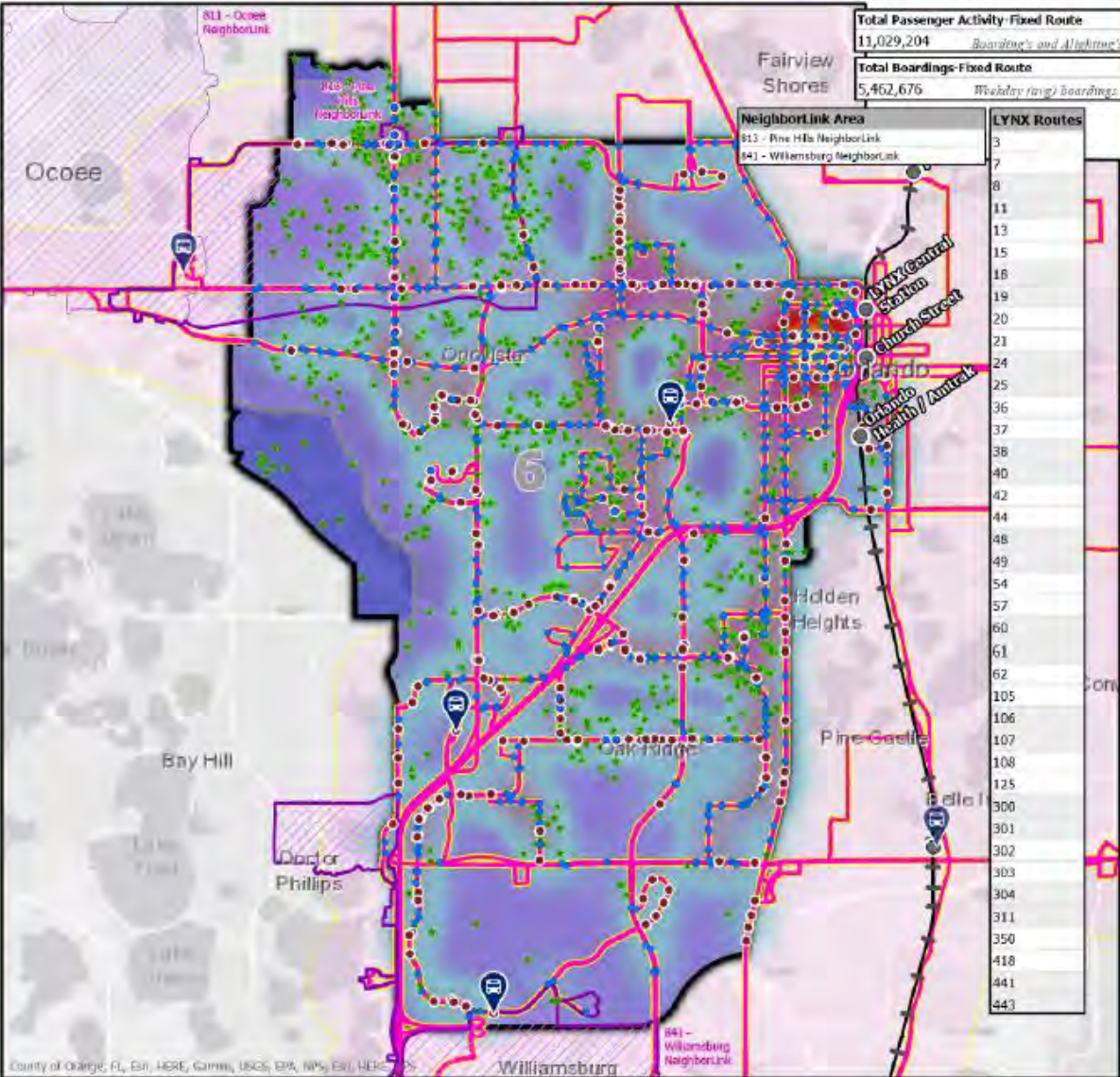
The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in Buena Ventura Lakes, Intercession City/Campbell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

- LYNX Transfer Center (2)
- Bus Stops (479)
- Sheltered Bus Stops (105)
- Access LYNX Customers (605)
- Intersecting Routes (39)
- NeighborLink Service Area (2)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.1mi/800ft

0 2.5 5 10 Miles

ORANGE COUNTY COMMISSION DISTRICT 6 FY2023 SERVICE SUMMARY



Total Passenger Activity-Fixed Route	11,029,204	<i>Boardings and Alightings</i>
Total Boardings-Fixed Route	5,462,676	<i>Weekday (avg) Boardings</i>

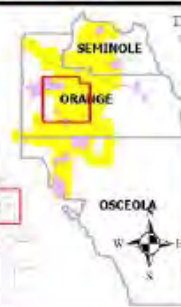
NeighborkLink Area	
813 - Pine Hills NeighborkLink	3
841 - Wilkesburg NeighborkLink	7

LYNX Routes	
3	
7	
8	
11	
13	
15	
18	
19	
20	
21	
24	
25	
36	
37	
38	
40	
42	
44	
48	
49	
54	
57	
60	
61	
62	
105	
106	
107	
108	
125	
300	
301	
302	
303	
304	
311	
350	
418	
441	
443	

Map Composition:
August, 2024

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

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The NeighborkLink (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's local bus system. Service hours vary by route. All service is available Monday through Saturday except on:
Bureau Veterans Lakes, Interocean City/Campbell City, Manland and North Ft. Sumner where rules are available Monday through Friday.

- LYNX Transfer Center (3)
- Bus Stops (774)
- Sheltered Bus Stops (301)
- Access LYNX Customers (1316)
- Intersecting Routes (40)
- NeighborkLink Service Area (2)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.13mi/300ft

Dense
Sparse

0 0.75 1.5 3 Miles

Exhibit B

**Orange County Transit Service Costs
Description of Appropriated Amount
October 1, 2024 through September 30, 2025**

FY2025 Billing Schedule

October-24	\$6,913,396
November-24	\$6,913,396
December-24	\$6,913,396
January-25	\$6,913,396
February-25	\$6,913,396
March-25	\$6,913,396
April-25	\$6,913,396
May-25	\$6,913,396
June-25	\$6,913,396
July-25	\$6,913,396
August-25	\$6,913,396
September-25	\$6,913,395
Annual Funding Request from County	\$82,960,751

Exhibit C

Schedule Listing of LYNX Funding Partners

<u>Operating Funding</u>	<u>FY2025 Funding Agreement</u>	<u>SunRail Feeder Route</u>	<u>Total</u>
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	\$ 106,250,401	\$ 1,157,081	\$ 107,407,482
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 9,683,984	\$ -	\$ 9,683,984
Subtotal Operating Funding	\$ 115,934,385	\$ 1,157,081	\$ 117,091,466
<u>Capital Contributions</u>			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	\$ 3,836,698	\$ -	\$ 3,836,698
Total Local Funds	\$ 119,771,083	\$ 1,157,081	\$ 120,928,164

**25-C08 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 16, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024 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, 2024 and ending on September 30, 2025 (“**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, 2024 and ending on September 30, 2025.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**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, 2024 and ending the following September 30, 2025.

“**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, 2025 and ending the following September 30, 2026.

“**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 a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**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, 2024 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, 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. 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.
- (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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, 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.

[Signatures appear on following page]

DRAFT COPY

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

ATTEST:

FUNDING PARTNER:

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

By: _____
Clerk to the Board of County
Commissioners

By: _____
Chair / Vice Chair

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

Date: _____

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 Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

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

Date: _____

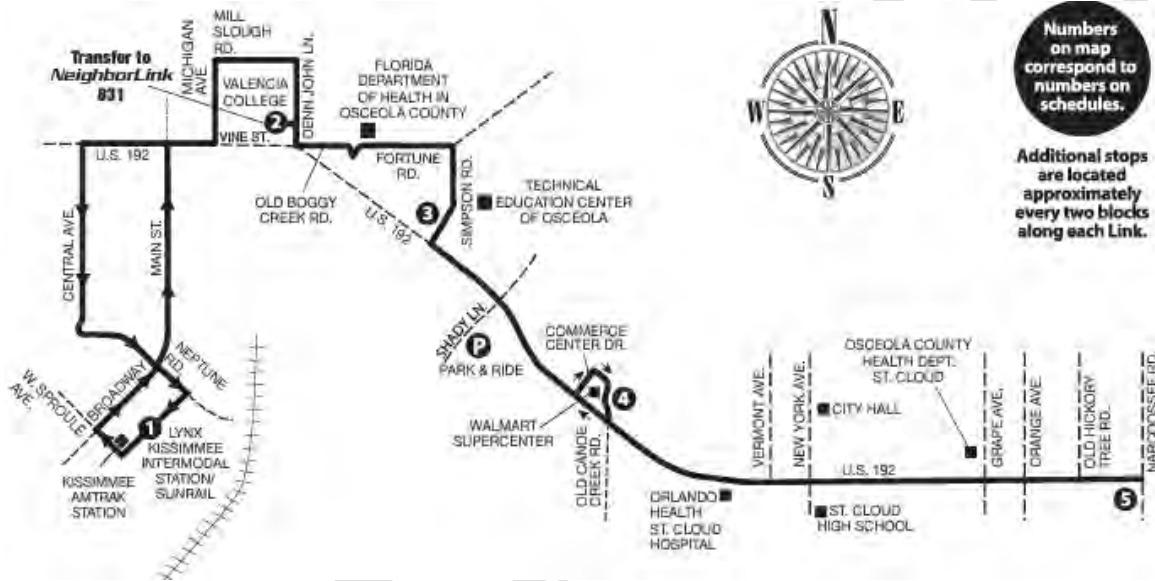
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Exhibit "A"

DESCRIPTION OF SERVICE AREA

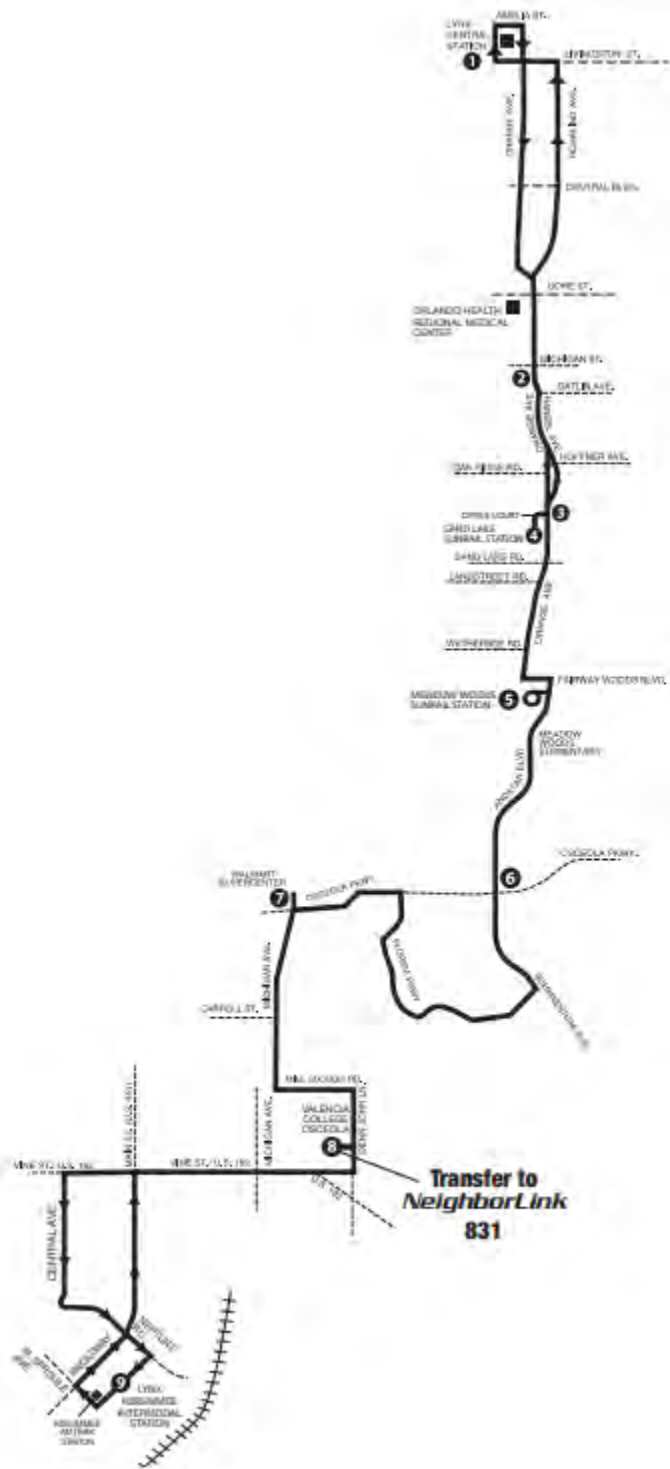
Link 10 East U.S. 192/St. Cloud

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



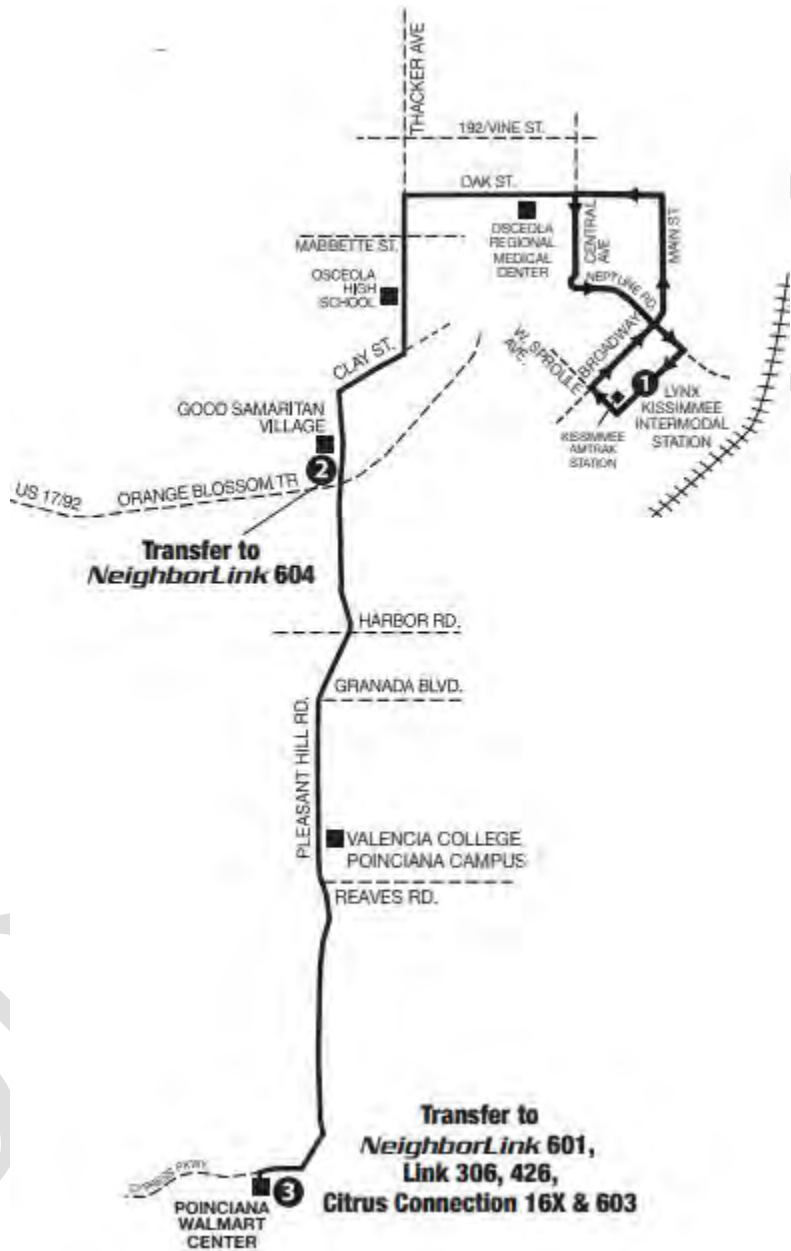
Link 18 South Orange Ave. /Kissimmee

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



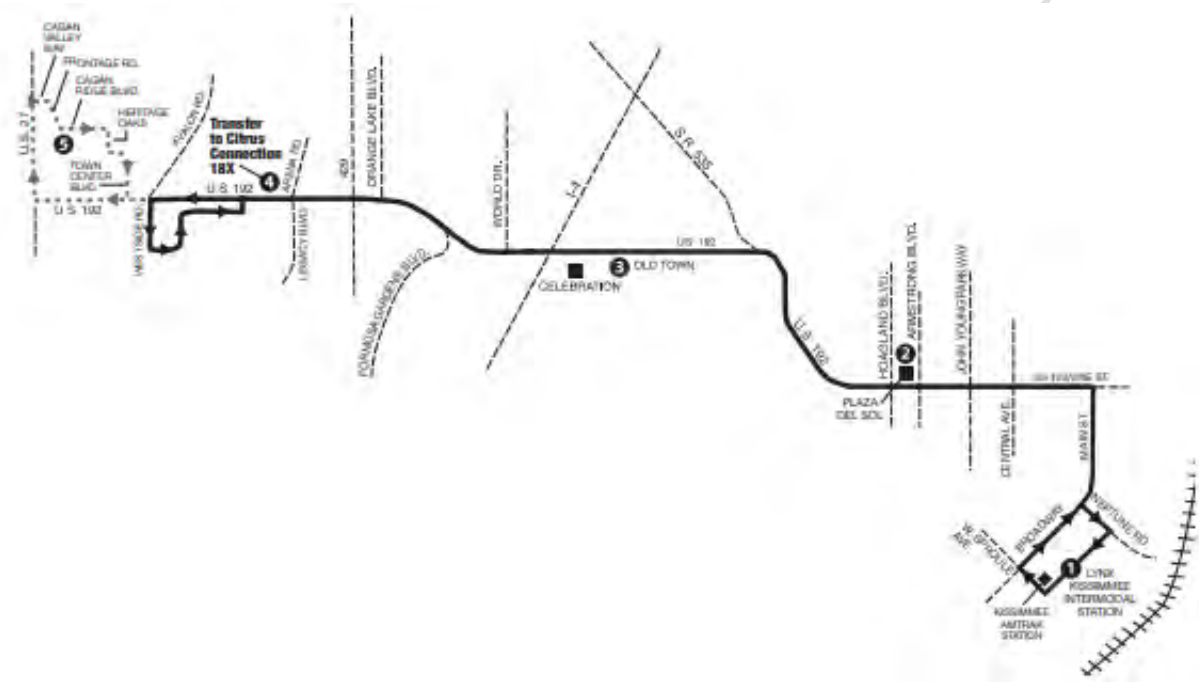
Link 26 Pleasant Hill Road/Poinciana

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



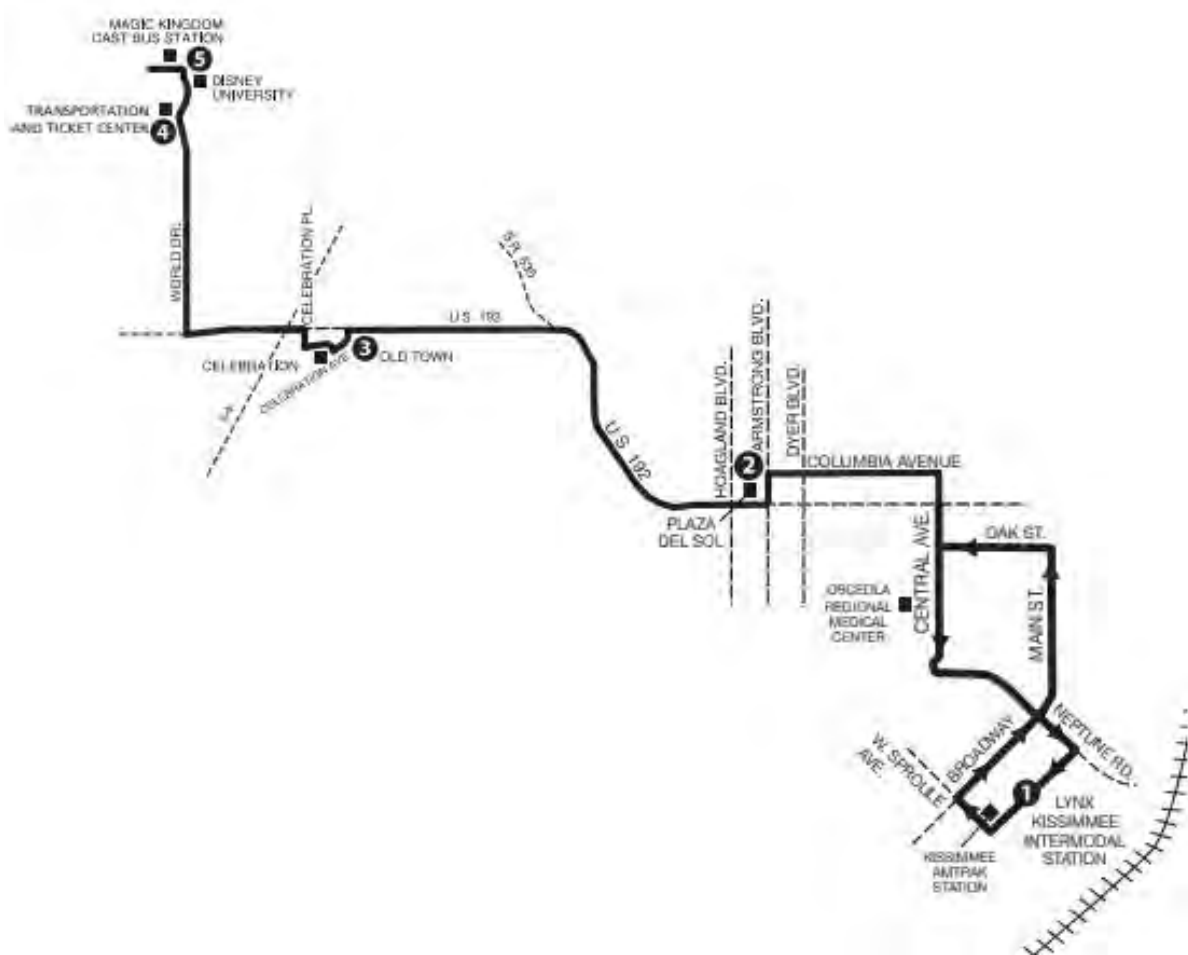
Link 55 West U.S. 192/Four Corners

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

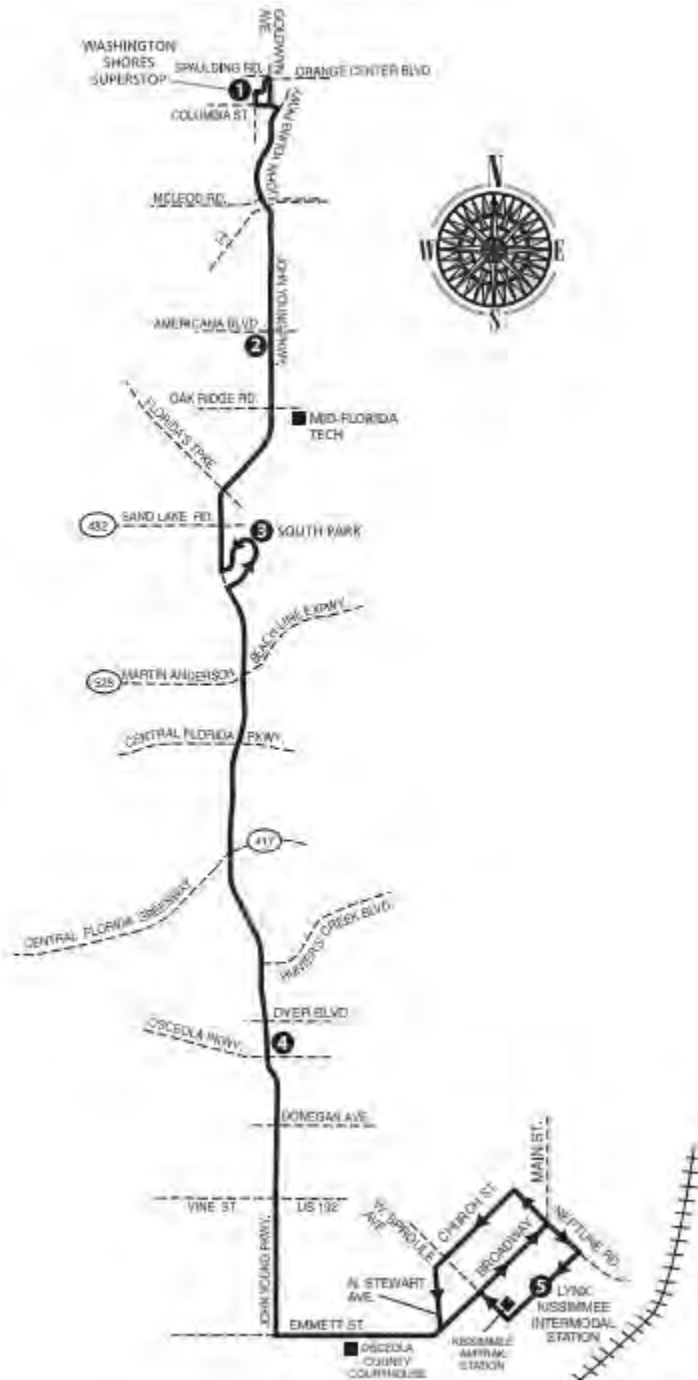
Serving: Plaza Del Sol, Old Town, Celebration, Walt Disney World Resort Transportation & Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail, and Osceola Regional Medical Center



DK

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



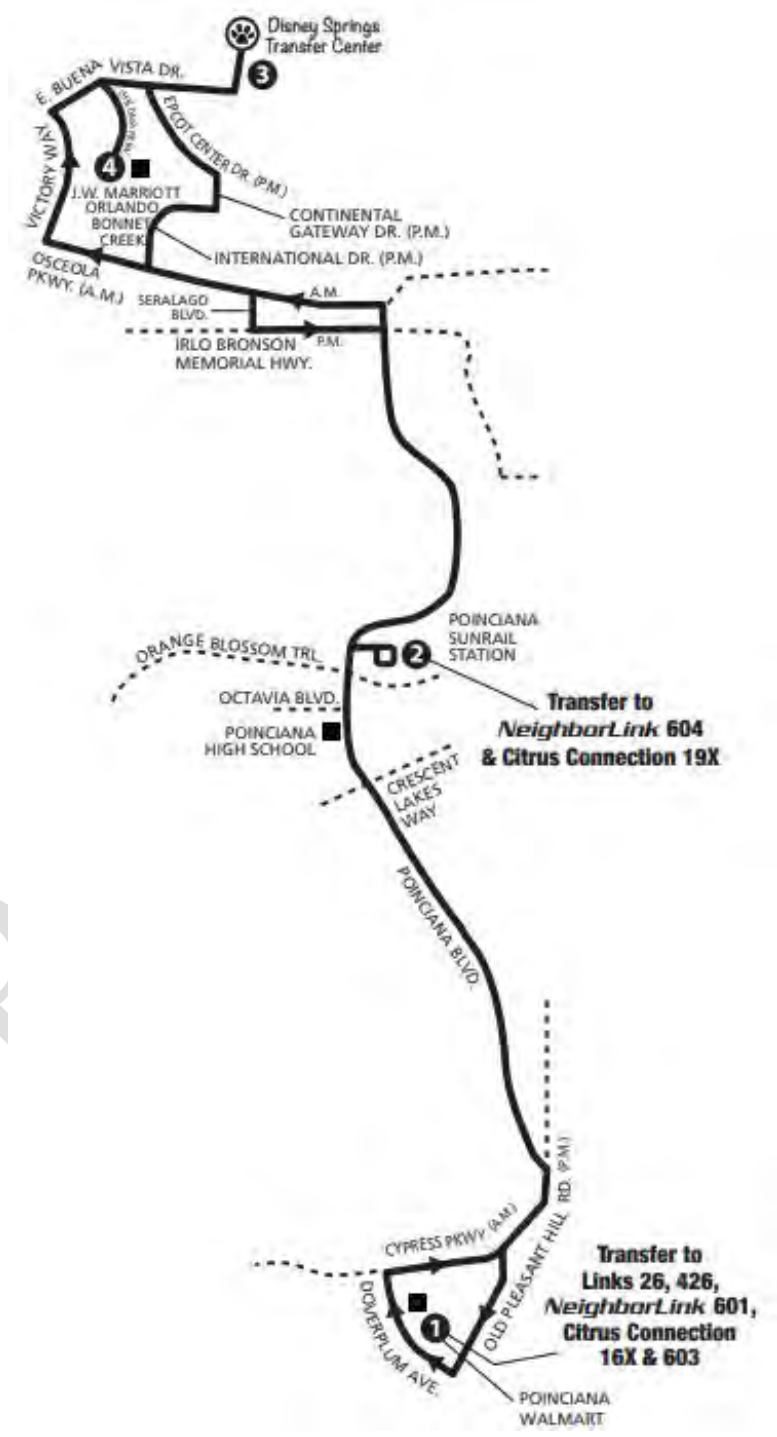
Link 108 South U.S. 441 (Orange Blossom Trail)/Kissimmee

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



Link 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

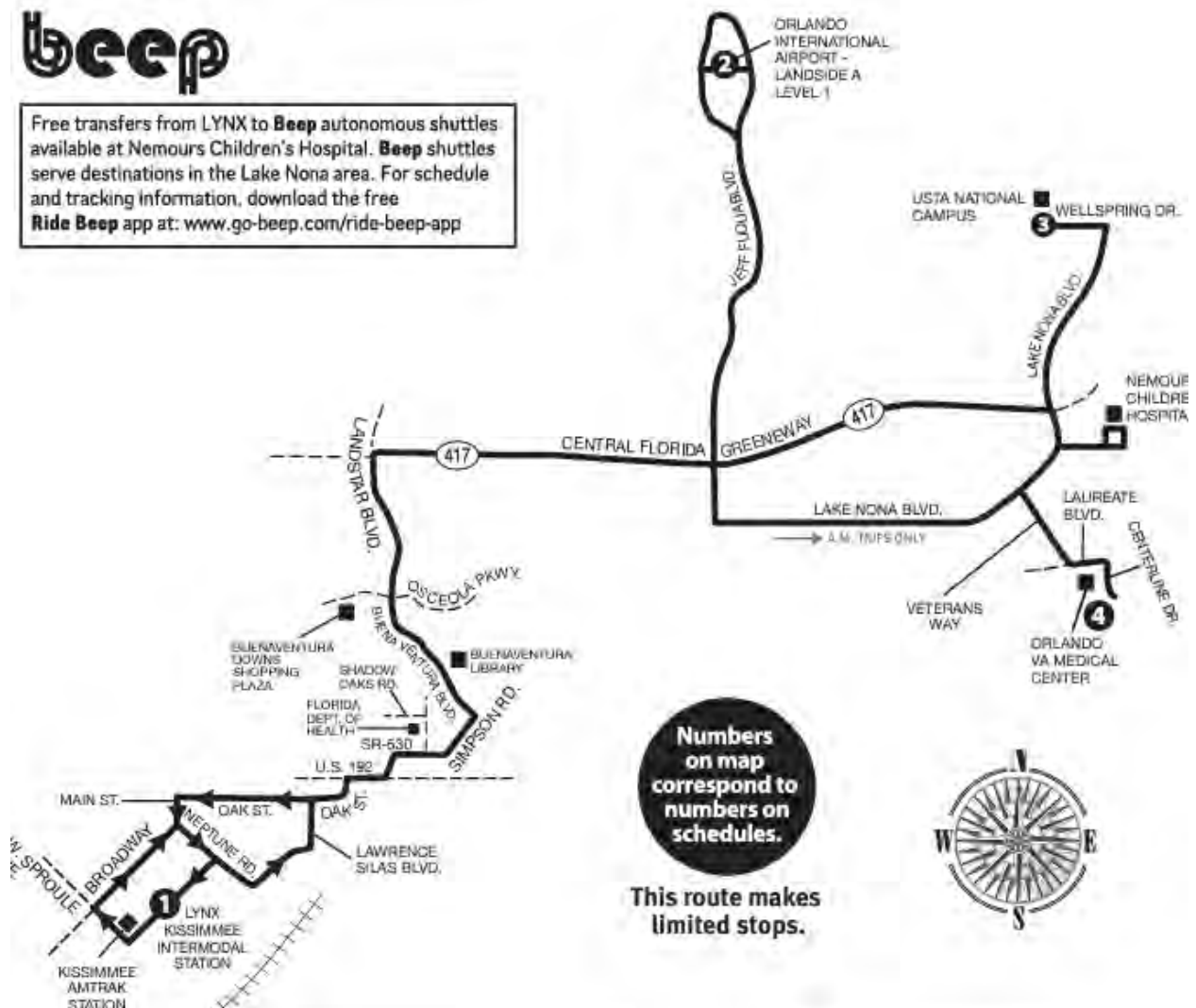


FastLink 407 Kissimmee/ Orlando International Airport/Medical City

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



Free transfers from LYNX to **Beep** autonomous shuttles available at Nemours Children's Hospital. **Beep** shuttles serve destinations in the Lake Nona area. For schedule and tracking information, download the free **Ride Beep** app at: www.go-beep.com/ride-beep-app



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

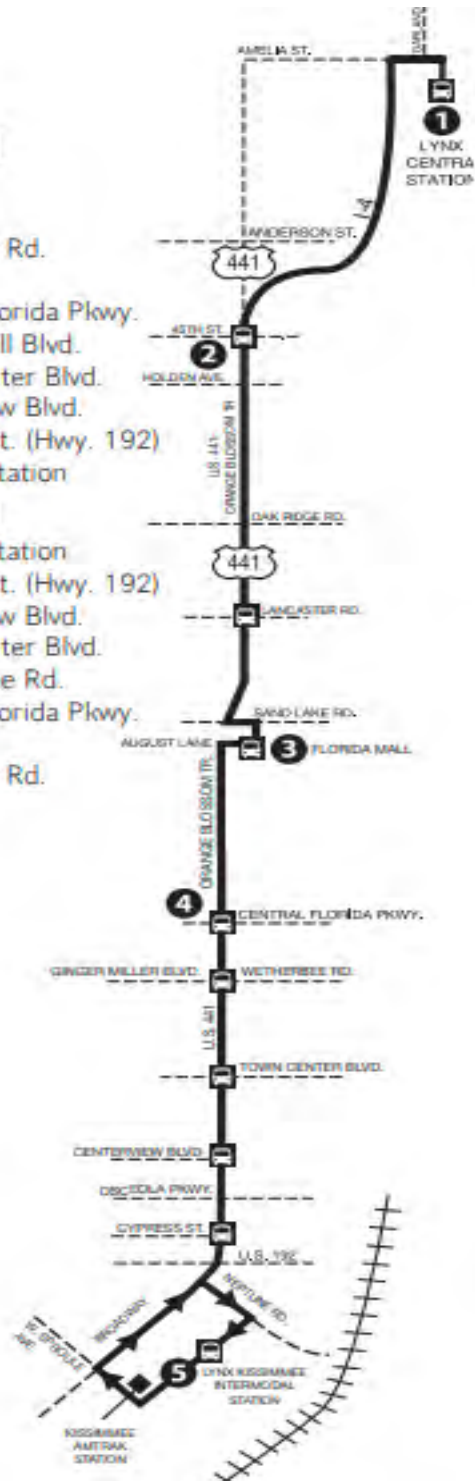
Serving: LYNX Central Station, OBT & Lancaster, Florida Mall, OBT & Central FL Pkwy, Main St & Vine St., Kissimmee Intermodal Station/SunRail, OBT & Centerview Blvd, Osceola School for the Arts, Crosslands Shopping Center and OBT & Town Center Blvd

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

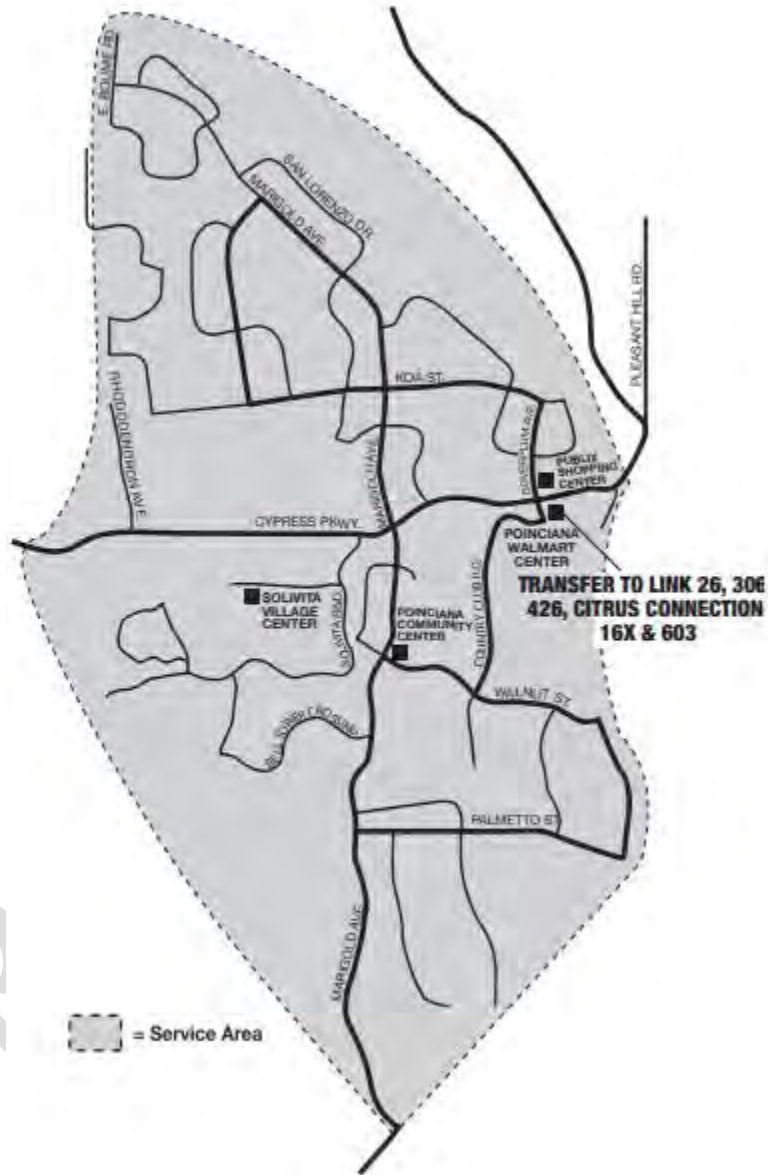
FASTLINK 441 INBOUND STOPS

- 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



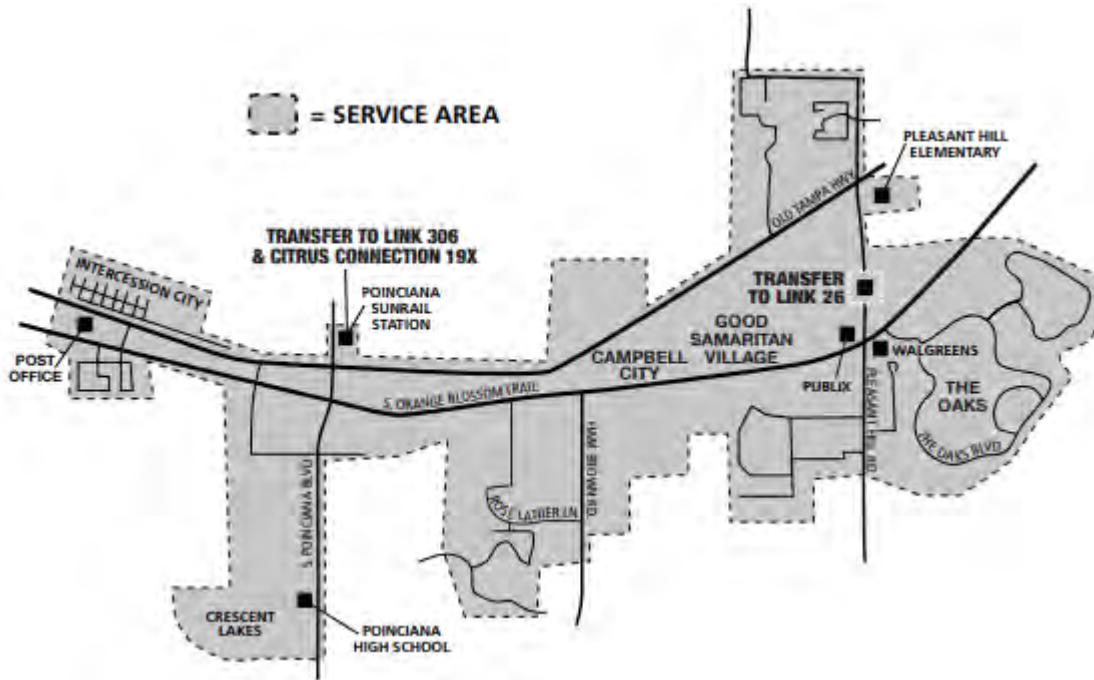
NeighborLink 601 Poinciana

Serving: Link 26, Link 306, Link 426, Poinciana Community Center/YMCA, Solivita Village Center, Poinciana Town Center, Publix Shopping Center, 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;



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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

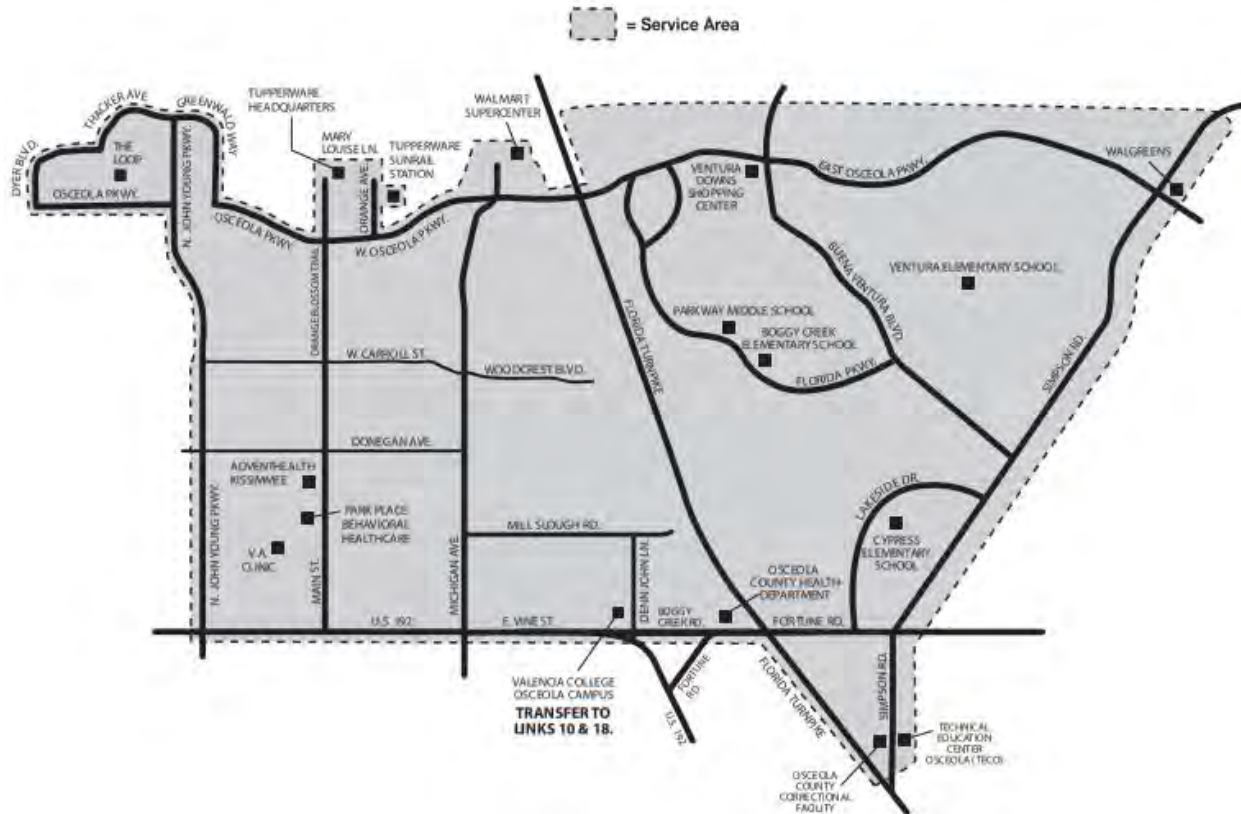


Exhibit B

**Osceola County Transit Service Costs
Description of Appropriated Amount
October 1, 2024 through September 30, 2025**

Fixed Route Operating Costs

Link Services	Amount
Link 10	\$2,527,834
Link 18	\$901,360
Link 26	\$1,835,262
Link 55	\$2,695,117
Link 56	\$2,447,648
Link 57	\$342,022
Link 108	\$664,824
Link 155	\$131,947
Link 306	\$129,574
Link 407	\$181,738
Link 426	\$993,433
Link 441	\$132,498
	\$12,983,257

Operating Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,788,958)
SunRail Feeder Service	(\$320,855)
Osceola 612	(\$240,812)
Lynx Non-Operating Cost Recoveries	(\$126,855)
LYNX Stabilization Fund	(\$2,224,689)
	(\$4,702,169)

Net Fixed Route Cost **\$8,281,088**

<i>NeighborLink Operating Costs</i>	Amount
NL 601	\$312,695
NL 604	\$212,026
NL 831	\$564,514
	\$1,089,235

ParaTransit Operating Costs **Amount**

Americans with Disabilities Act (ADA) Funding	\$3,410,600
Transportation Disadvantaged (TD) Funding	\$1,446,576
LYNX Stabilization Fund	(\$519,417)
	\$4,337,759

Total Operating Costs **\$13,708,082**

<i>Capital Funding Cost</i>	Amount
\$3 per Hour Capital Funding	\$429,706
	\$429,706

<i>Sunrail Feeder Route Contribution</i>	Amount
9 Months Contribution	\$108,675
	\$108,675

Total County Transit Service Cost **\$14,246,463**

FY2025 Billing Schedule

October-24	\$1,187,205
November-24	\$1,187,205
December-24	\$1,187,205
January-25	\$1,187,205
February-25	\$1,187,205
March-25	\$1,187,205
April-25	\$1,187,205
May-25	\$1,187,205
June-25	\$1,187,205
July-25	\$1,187,205
August-25	\$1,187,205
September-25	\$1,187,208
Annual Funding Request from County	\$14,246,463

Exhibit C

Schedule Listing of LYNX Funding Partners

Operating Funding	FY2025 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	<u>\$ 106,250,401</u>	<u>\$ 1,157,081</u>	<u>\$ 107,407,482</u>
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,683,984</u>	<u>\$ -</u>	<u>\$ 9,683,984</u>
Subtotal Operating Funding	<u>\$ 115,934,385</u>	<u>\$ 1,157,081</u>	<u>\$ 117,091,466</u>
Capital Contributions			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	<u>\$ 3,836,698</u>	<u>\$ -</u>	<u>\$ 3,836,698</u>
Total Local Funds	<u>\$ 119,771,083</u>	<u>\$ 1,157,081</u>	<u>\$ 120,928,164</u>

**25-C09 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 14, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024, 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, 2024 and ending on September 30, 2025 (“**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, 2024 and ending on September 30, 2025.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**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, 2024 and ending the following September 30, 2025.

“**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, 2025 and ending the following September 30, 2026.

“**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 a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**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, 2024 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, 2025.

(iv) 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.

(v) 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.
- (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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, 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.

[Signatures appear on following page]

DRAFT COPY

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

ATTEST:

FUNDING PARTNER:

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

By: _____
Clerk to the Board of County
Commissioners

By: _____
Amy Lockhart, Chairman

For the use and reliance of Seminole
County only.

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2024, regular meeting.

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 Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

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

Date: _____

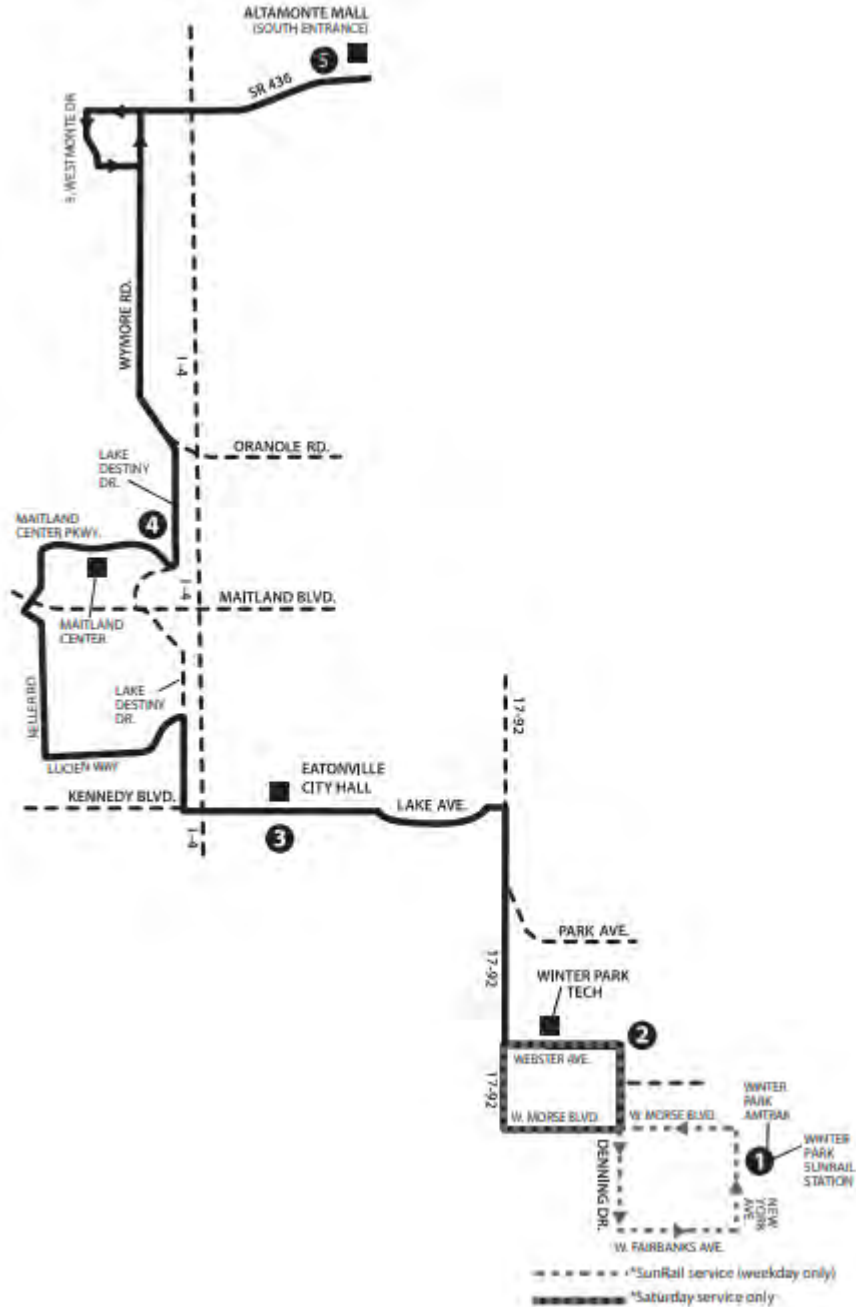
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Exhibit "A"

DESCRIPTION OF SERVICE AREA

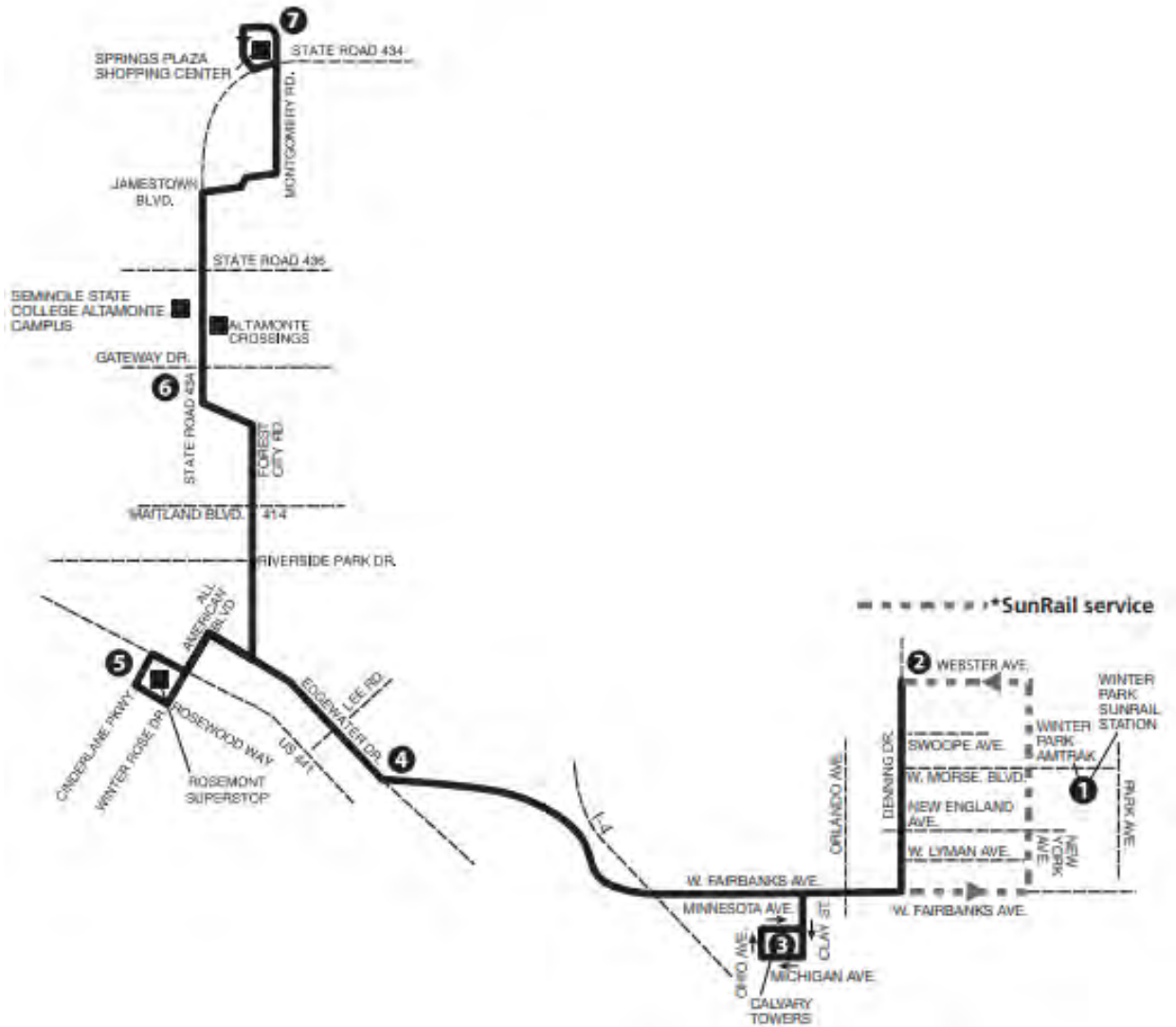
LINK 1 Winter Park/Maitland/Altamonte Springs

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



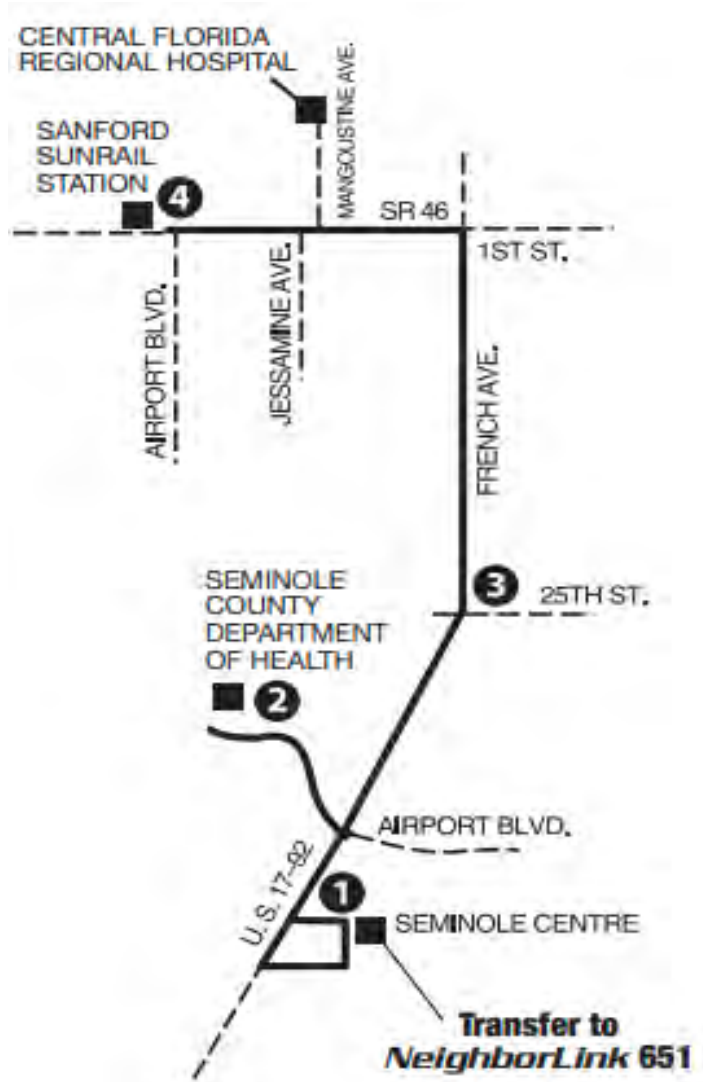
LINK 23 Winter Park/Rosemont/Springs Plaza

Serving: Winter Park Tech, Rosemont Superstop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station, and Calvary Towers



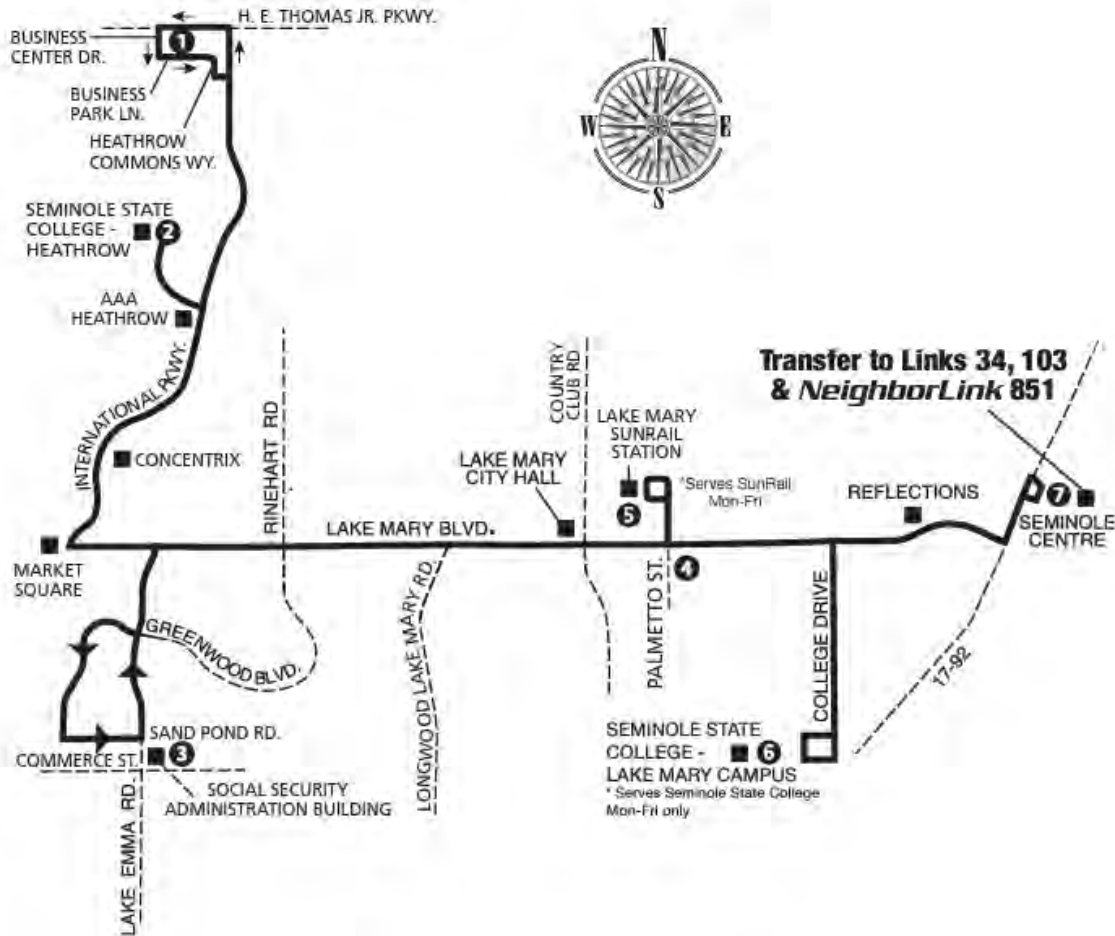
LINK 34 Sanford/N. U.S. 17-92

Serving: Seminole Centre, Seminole County Health & Human Services, HCA Florida Lake Monroe Hospital, Sanford SunRail Station, and NeighborLink 85



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



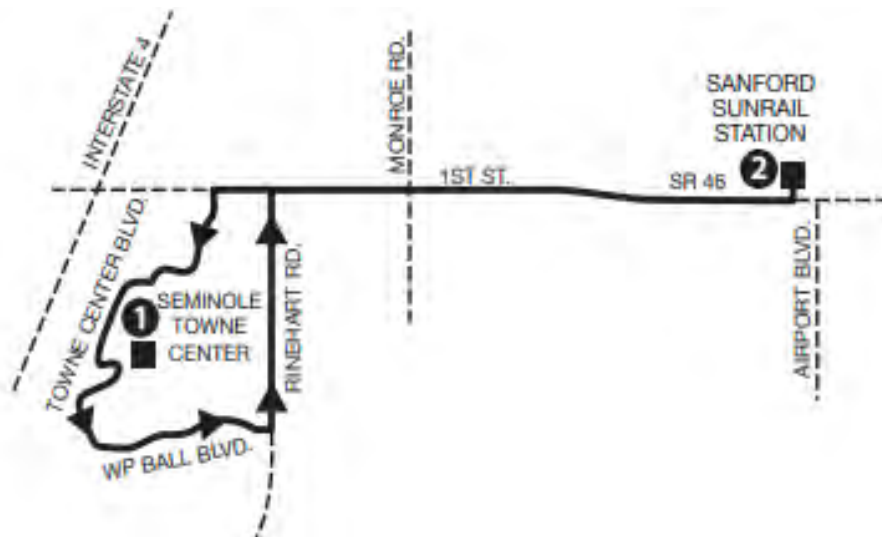
LINK 46 East E. First St./Downtown Sanford

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



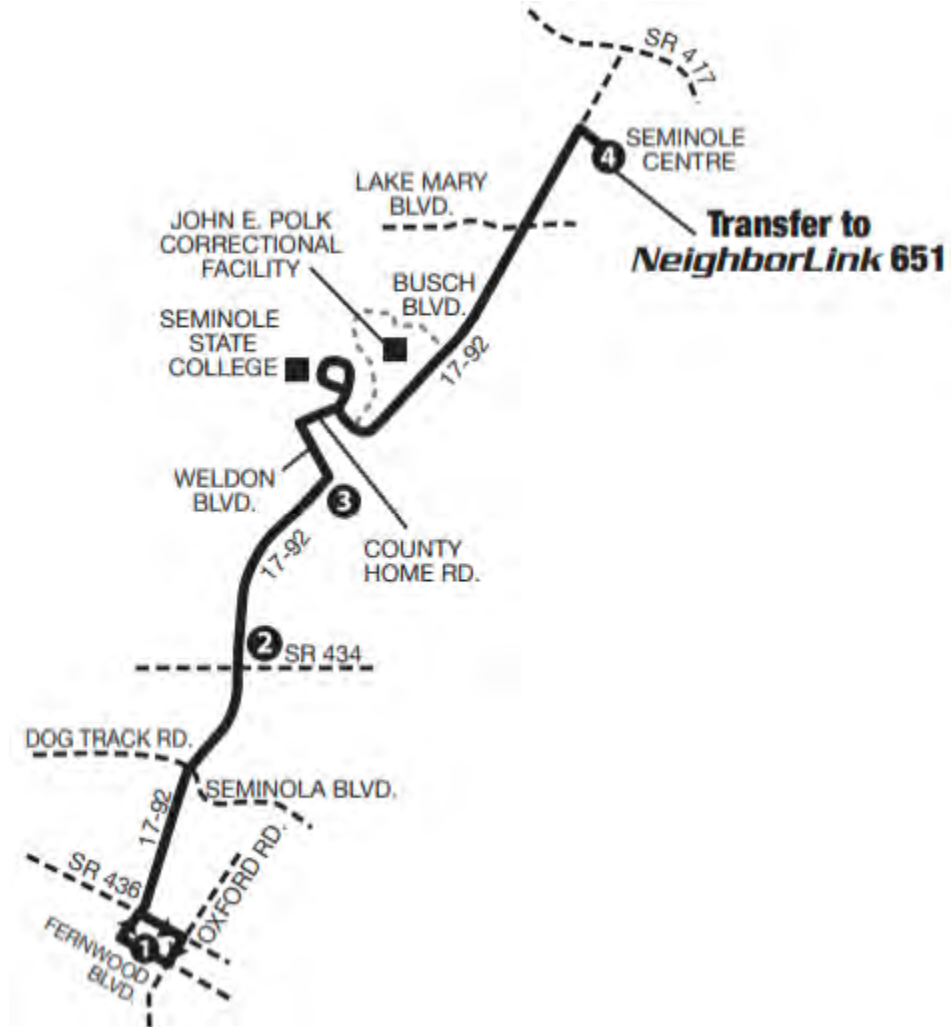
LINK 102 Orange Avenue/ South 17-92

Serving: LYNX Central Station, AdventHealth Orlando, Valencia College – Winter Park, Winter Park Tech, Maitland SunRail Station, Winter Park SunRail Station, Fern Park Superstop, Jai-Alai, and NeighborLink 652



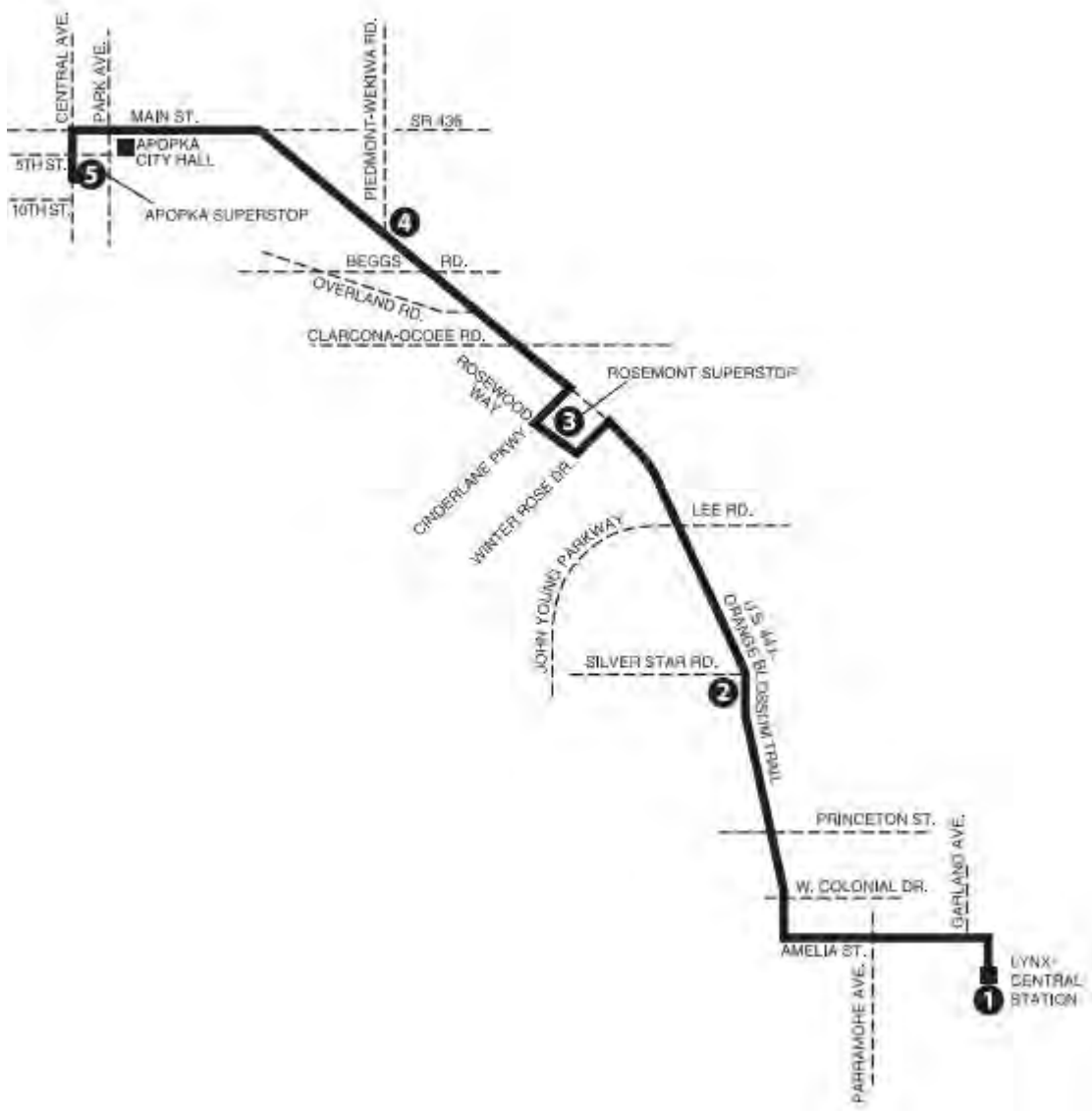
LINK 103 North U.S. 17-92/ Seminole Centre

Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College and NeighborLink 851



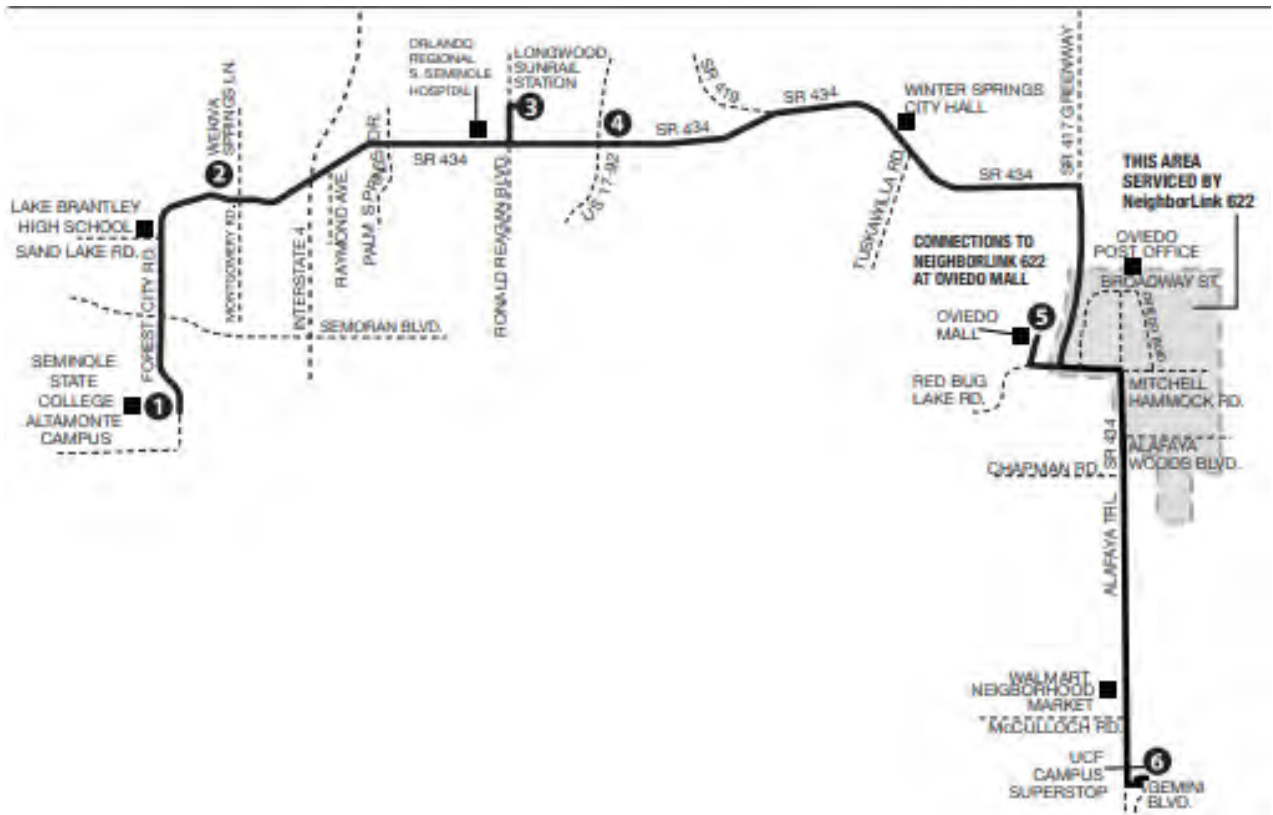
LINK 106 North U.S. 441/Apopka

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



Link 434 S.R. 434

Serving: Lake Brantley High School, 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



Link 436N SR 436 Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station



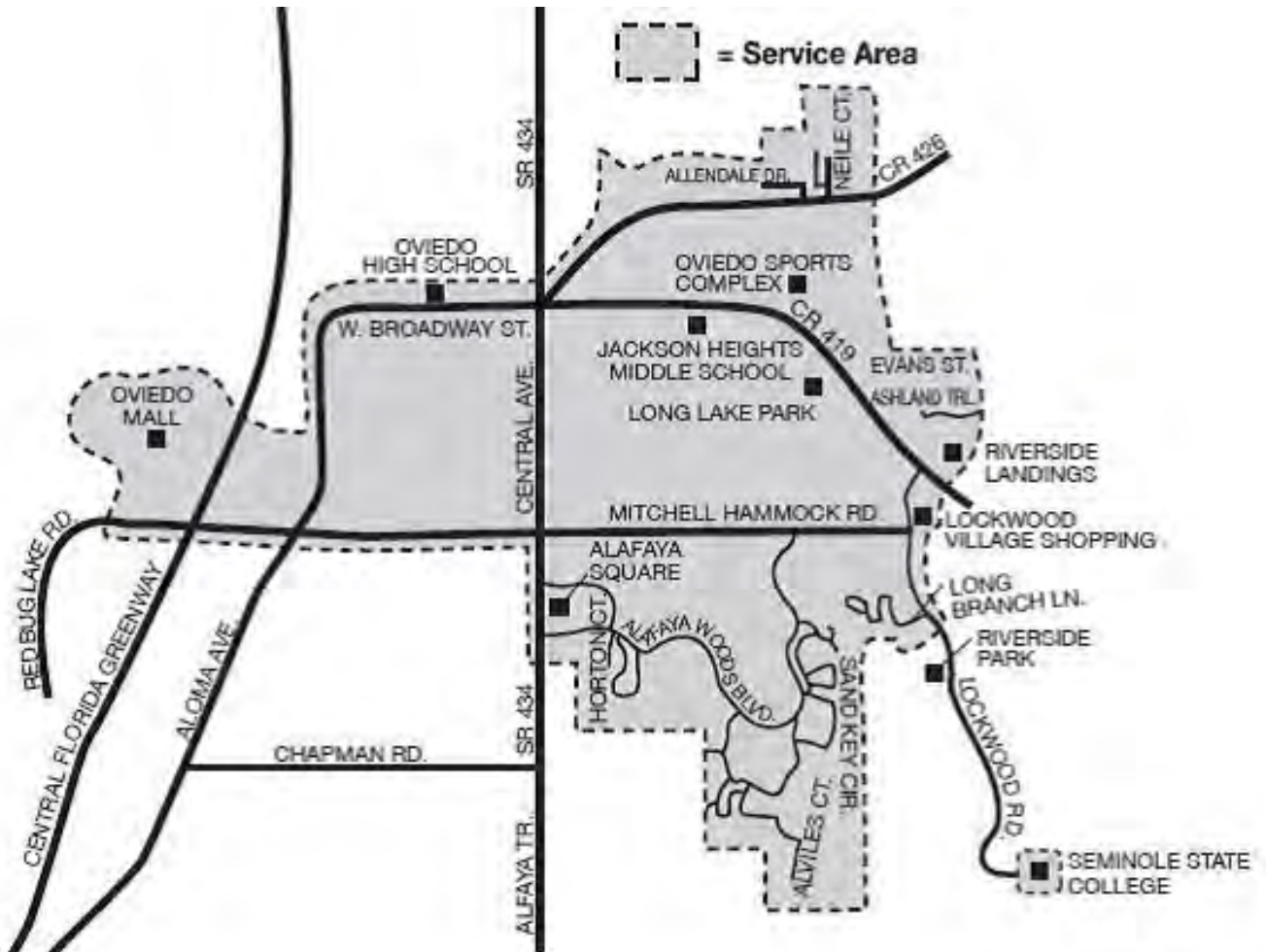
Link 436S SR 436 Fernwood/Orlando International Airport

Serving: Fern Park Superstop, Casselberry, Azalea Park, and Orlando International Airport



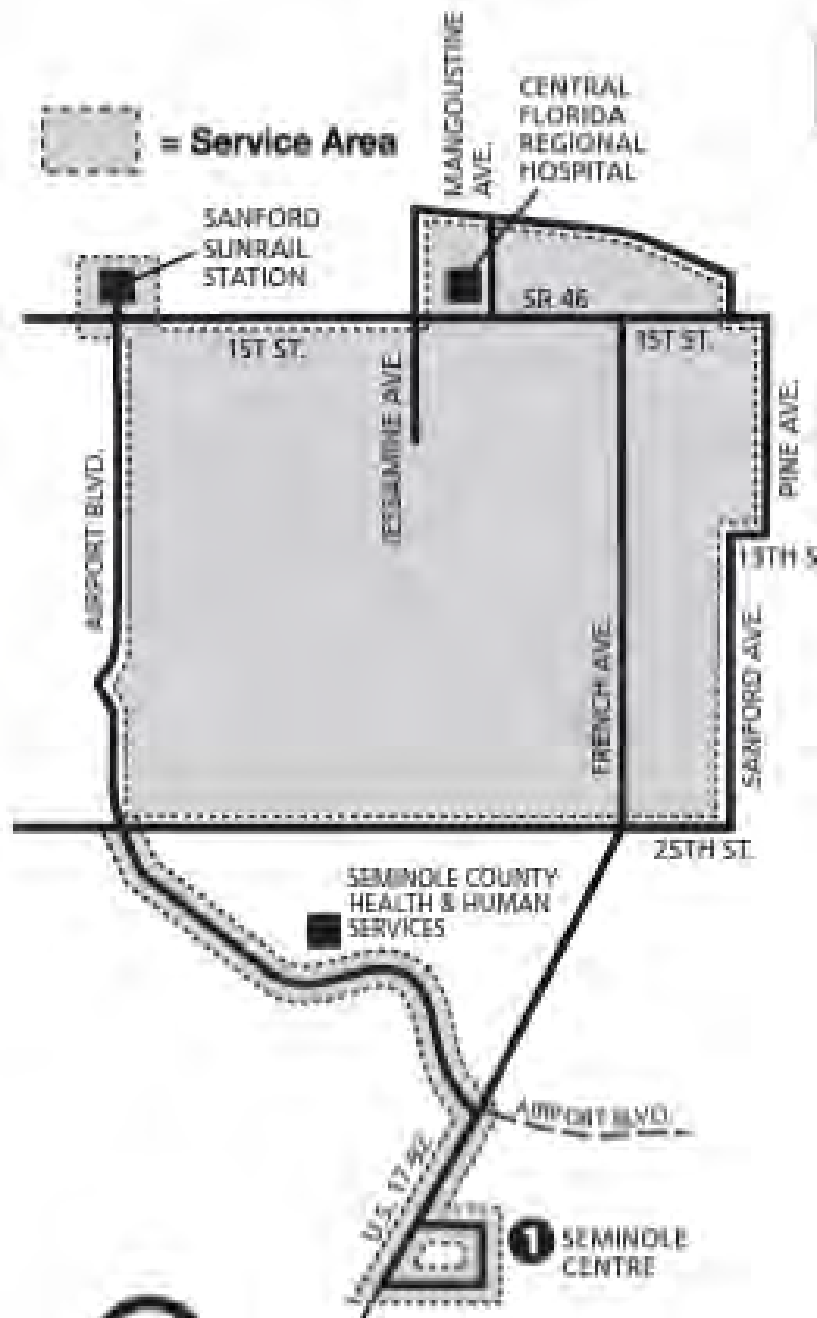
NeighborLink 822 Oviedo

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



NeighborLink 851 Sanford

Serving: Sanford SunRail Station, Seminole Centre, Historic Goldsboro Blvd, Westside Community Center, Central Florida Regional Hospital, Seminole County Health & Human Services, Sanford civic Center, Seminole County Library, Seminole county Courthouse, Sanford City Hall, and Serenity Towers



Transportation Disadvantaged (TD) Funding	\$1,266,329
LYNX Stabilization Fund	(\$688,236)
	\$5,097,188

Total Operating Costs **\$13,117,747**

<i>Capital Funding Cost</i>	Amount
\$3 per Hour Capital Funding	\$376,308
	\$376,308

<i>Sunrail Feeder Route Contribution</i>	Amount
9 Months Contribution	\$542,911
	\$542,911

Total County Transit Service Cost **\$14,036,966**

FY2025 Billing Schedule

October-24	\$1,169,747
November-24	\$1,169,747
December-24	\$1,169,747
January-25	\$1,169,747
February-25	\$1,169,747
March-25	\$1,169,747
March-25	\$1,169,747
May-25	\$1,169,747
June-25	\$1,169,747
July-25	\$1,169,747
August-25	\$1,169,749
September-25	\$1,169,747

Annual Funding Request from County **\$14,036,966**

Exhibit C

Schedule Listing of LYNX Funding Partners

Operating Funding	FY2025 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	\$ 106,250,401	\$ 1,157,081	\$ 107,407,482
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 9,683,984	\$ -	\$ 9,683,984
Subtotal Operating Funding	\$ 115,934,385	\$ 1,157,081	\$ 117,091,466
Capital Contributions			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	\$ 3,836,698	\$ -	\$ 3,836,698
Total Local Funds	\$ 119,771,083	\$ 1,157,081	\$ 120,928,164

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 FY2025 Service Funding Agreements with the Municipal Funding Partners

Date: 09/19/2024

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 2025 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, Altamonte Springs, and Sanford (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 mmittee Agenda

The funding partner agreement for FY2025 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 2025 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:

No DBE participation goal is 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	FY2025 Funding Agreement	SunRail Feeder Route	Total
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	<u>\$ 106,250,401</u>	<u>\$ 1,157,081</u>	<u>\$ 107,407,482</u>
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,683,984</u>	<u>\$ -</u>	<u>\$ 9,683,984</u>
Subtotal Operating Funding	<u>\$ 115,934,385</u>	<u>\$ 1,157,081</u>	<u>\$ 117,091,466</u>
<u>Capital Contributions</u>			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	<u>\$ 3,836,698</u>	<u>\$ -</u>	<u>\$ 3,836,698</u>
Total Local Funds	<u>\$ 119,771,083</u>	<u>\$ 1,157,081</u>	<u>\$ 120,928,164</u>

**25-C05 Service Funding Agreement
by and between
City of Sanford, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a municipal corporation of the State of Florida, whose principal address is 300 N. Park Avenue, 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 October 24, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024 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, 2024 and ending on September 30, 2025 (“**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**” means the fiscal year beginning on October 1, 2024 and ending on September 30, 2025

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**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, 2024 and ending the following September 30, 2025.

“**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, 2025 and ending the following September 30, 2026.

“**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 a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**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 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, 2024 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, 2022 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 involving 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.
- (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:

City of Sanford
City Clerk's Office
300 N. Park Avenue
Sanford, Florida 32771
407-688-5014

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 Judicial Circuit, in Seminole County, Florida.

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 Sanford
300 N. Park Avenue
Sanford, Florida 32771
Attn: Norton N. Bonaparte, Jr., City Manager

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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, 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. **Indemnification.**

(a) Each party hereto shall, to the extent and limits authorized by controlling law, indemnify, hold harmless and defend one another, from and against, all liability and expense including reasonable attorney's fees and costs, in conjunction with any and all claims whatsoever for personal injuries or property damage, including loss of use caused by the negligent or deliberate acts or omissions of the party or its agents, officers or employees arising in any way out of or from the negligent performance or failure to perform, or the intentional

misconduct of the party, its assigns, contractors, employees or agents in connection with any of the obligations of party under this Interlocal Agreement. LNYX and the CITY expressly retain all rights, benefits and immunities of sovereign immunity that are presently enjoyed under the Constitution and statutes of the State of Florida, and particularly with respect to Chapter 768, *Florida Statutes*. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of LYNX or the CITY beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of LYNX or the CITY for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including, but not limited to, a claim sounding in tort, equity or contract. LYNX and the CITY shall in no way be liable to any third party for any costs, expenses, losses, damages, or liabilities incurred by any third party relative to the actions taken under this Interlocal Agreement. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against LNYX or the CITY which would otherwise be barred under the doctrine of sovereign immunity or otherwise by operation of law.

(b). LYNX and the CITY shall maintain their respective risk management and insurance programs as they deem appropriate.

25. **Signatures appear on the 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

Passed and adopted this ___ day of _____, 2024.

Attest:

**City Commission of the City of
Sanford, Florida, Seminole County,
Florida.**

Traci Houchin, MMC, FCRM
City Clerk

Art Woodruff
Mayor

Approved as to form and
Legality:

William L. Colbert, Esquire
City Attorney

[Signatures Continue on Following Page]

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 Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

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

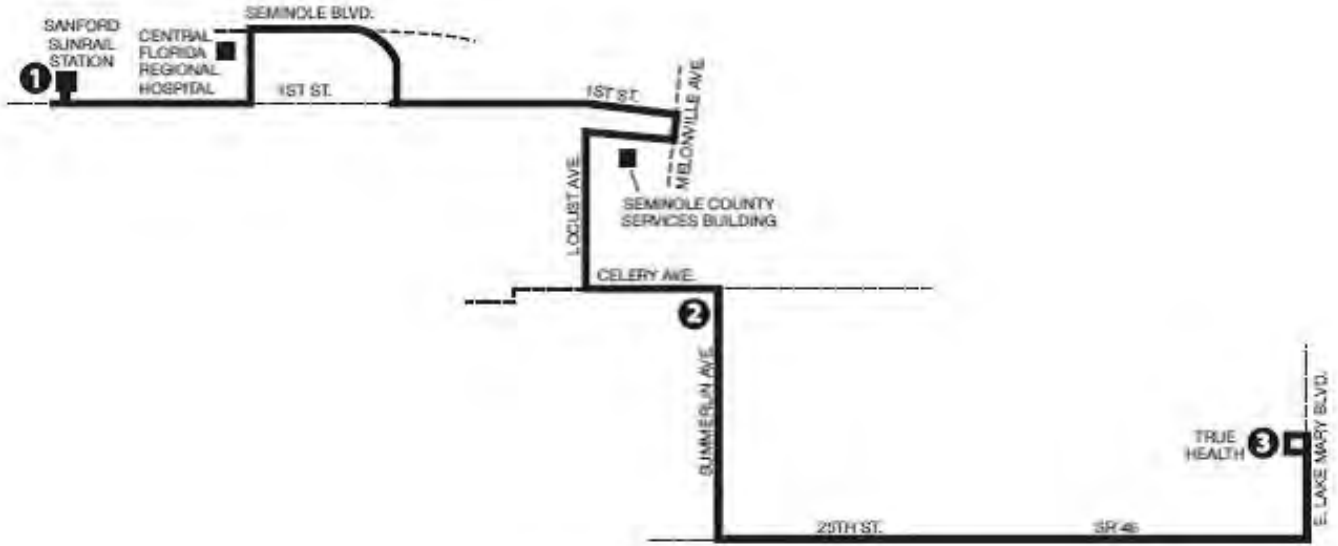
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651

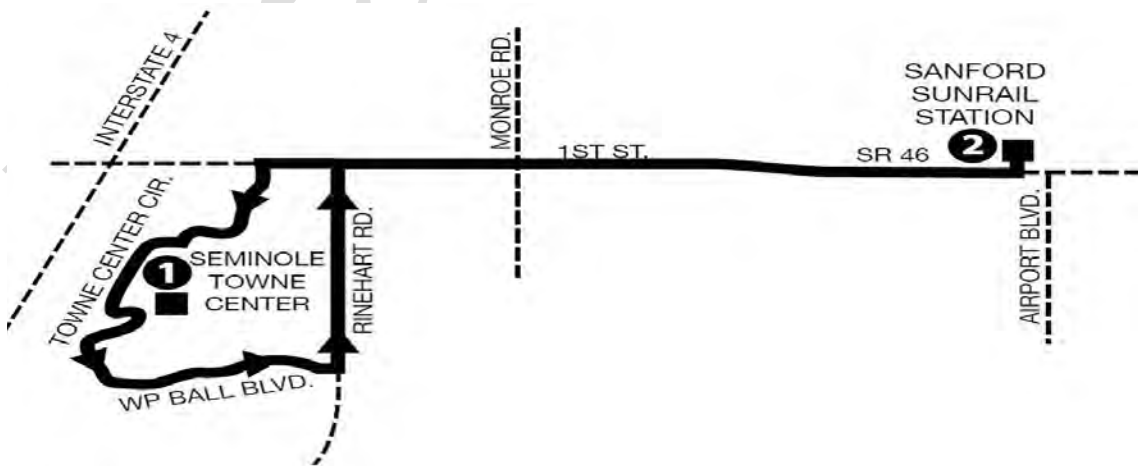


Exhibit "B"

APPROPRIATED AMOUNT

October 2024 through September 2025 \$ 93,000

FY2025 Billing Schedule:	
October 2024	\$ 7,750
November 2024	\$ 7,750
December 2024	\$ 7,750
January 2025	\$ 7,750
February 2025	\$ 7,750
March 2025	\$ 7,750
April 2025	\$ 7,750
May 2025	\$ 7,750
June 2025	\$ 7,750
July 2025	\$ 7,750
August 2025	\$ 7,750
September 2025	\$ 7,750
Annual Funding Request from City	\$ 93,000

“Exhibit C”

Schedule Listing of LYNX Funding Partners

<u>Operating Funding</u>	<u>FY2025 Funding Agreement</u>	<u>SunRail Feeder Route</u>	<u>Total</u>
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	\$ 106,250,401	\$ 1,157,081	\$ 107,407,482
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 9,683,984	\$ -	\$ 9,683,984
Subtotal Operating Funding	\$ 115,934,385	\$ 1,157,081	\$ 117,091,466
<u>Capital Contributions</u>			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	\$ 3,836,698	\$ -	\$ 3,836,698
Total Local Funds	\$ 119,771,083	\$ 1,157,081	\$ 120,928,164

**25-C06 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 October 17, 2023 (the “**Prior Fiscal Year Funding**”

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2023 to September 30, 2024; 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, 2024 and ending on September 30, 2025 (“**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 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, 2024 and ending on September 30, 2025.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**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, 2024 and ending the following September 30, 2025.

“**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, 2025 and ending the following September 30, 2026.

“**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 a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**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 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, 2024 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, 2023 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.
- (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 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

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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, 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

DRAFT COPY

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

ATTEST:

FUNDING PARTNER:

**CITY OF ALTAMONTE SPRINGS,
FLORIDA**

By: _____
City Clerk

By: _____
Pat Bates, Mayor

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

Date: _____

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 Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

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

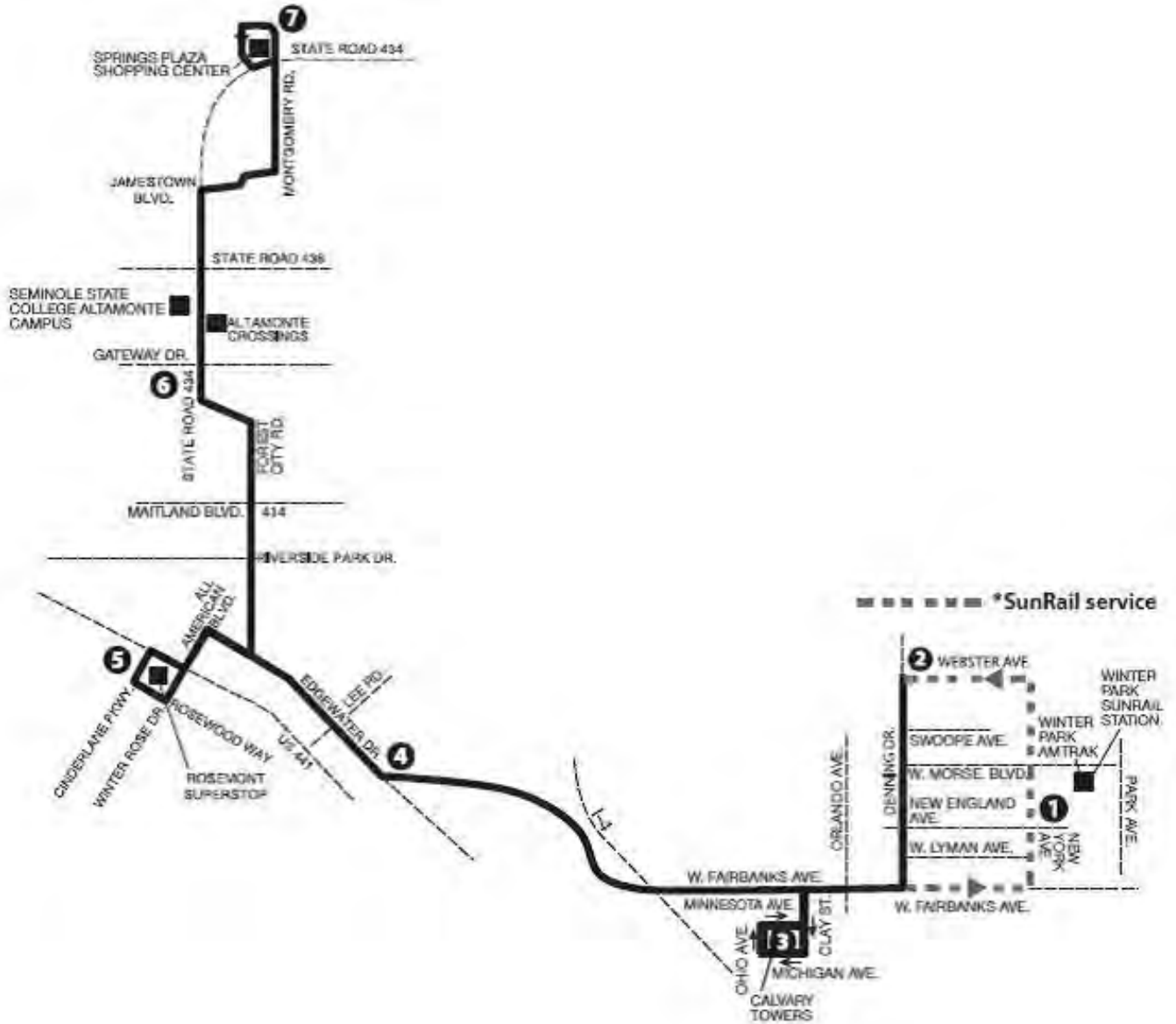
Date: _____

Exhibit "A"

DESCRIPTION OF SERVICE AREA

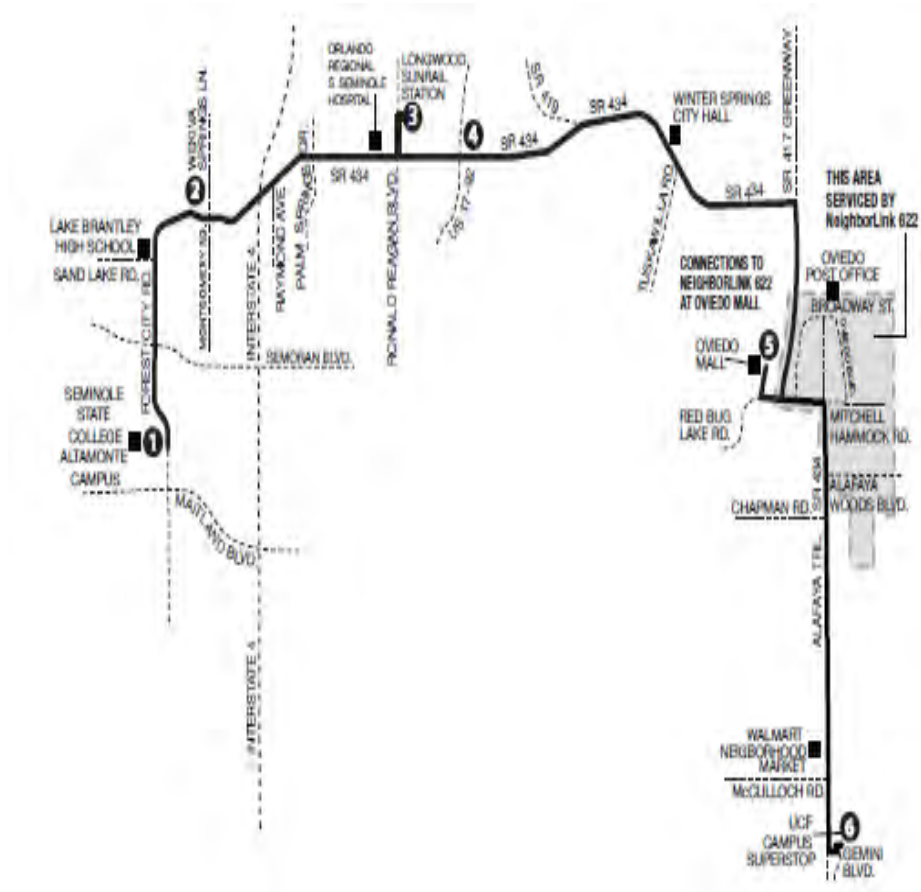
LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station and Calvary Towers



Link 434 SR 434

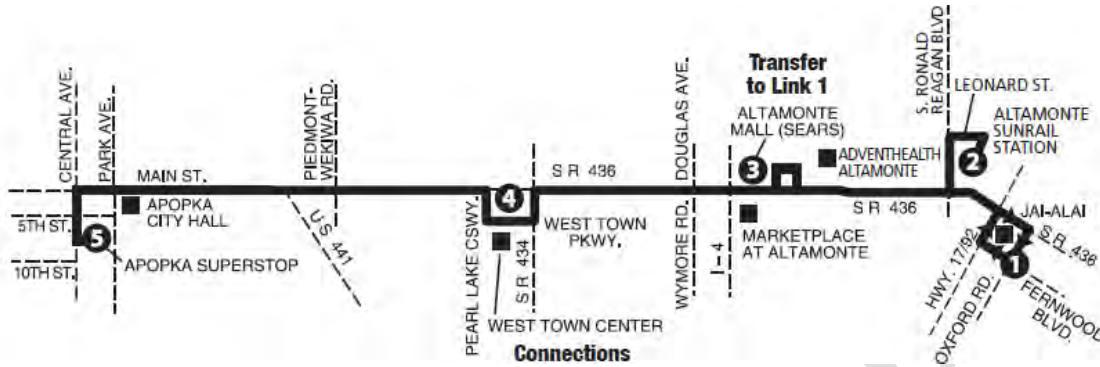
Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



DRP

Link 436N SR 436/Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station



Link 436S SR 436/Fernwood/Orlando International Airport

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport

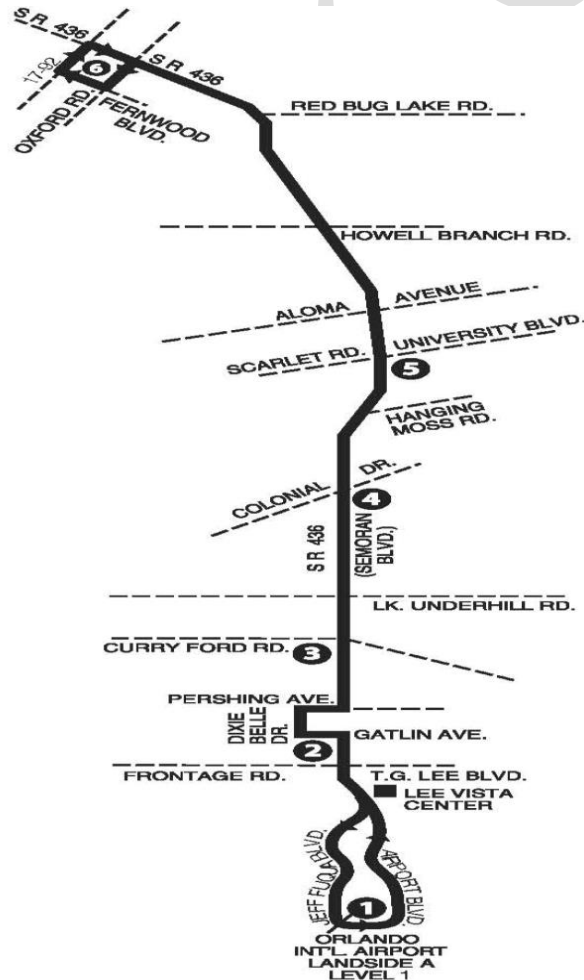


Exhibit "B"

APPROPRIATED AMOUNT

October 2024 through September 2025 \$ 120,900

FY2025 Billing Schedule:	
October 2024	\$ 30,225
January 2025	\$ 30,225
April 2025	\$ 30,225
July 2025	\$ 30,225
Annual Funding Request from City	\$ 120,900

“Exhibit C”

Schedule Listing of LYNX Funding Partners

<u>Operating Funding</u>	<u>FY2025 Funding Agreement</u>	<u>SunRail Feeder Route</u>	<u>Total</u>
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	<u>\$ 106,250,401</u>	<u>\$ 1,157,081</u>	<u>\$ 107,407,482</u>
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	<u>\$ 9,683,984</u>	<u>\$ -</u>	<u>\$ 9,683,984</u>
Subtotal Operating Funding	<u>\$ 115,934,385</u>	<u>\$ 1,157,081</u>	<u>\$ 117,091,466</u>
<u>Capital Contributions</u>			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	<u>\$ 3,836,698</u>	<u>\$ -</u>	<u>\$ 3,836,698</u>
Total Local Funds	<u><u>\$ 119,771,083</u></u>	<u><u>\$ 1,157,081</u></u>	<u><u>\$ 120,928,164</u></u>

**25-C10 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 32802 (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 23, 2023 (the “**Prior Fiscal Year Funding**”)

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2023 to September 30, 2024 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, 2024 and ending on September 30, 2025 (“**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, 2024 and ending on September 30, 2025.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

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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, 2024 and ending the following September 30, 2025.

“**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, 2025 and ending the following September 30, 2026.

“**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 a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**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 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, 2024 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, 2024 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.
- (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, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, 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.

[Signatures appear on following page]

DRAFT COPY

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

ATTEST:

FUNDING PARTNER:

CITY OF ORLANDO, FLORIDA

By: _____
City Clerk

By: _____
Buddy Dyer, Mayor

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

Date: _____

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 Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

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

Date: _____

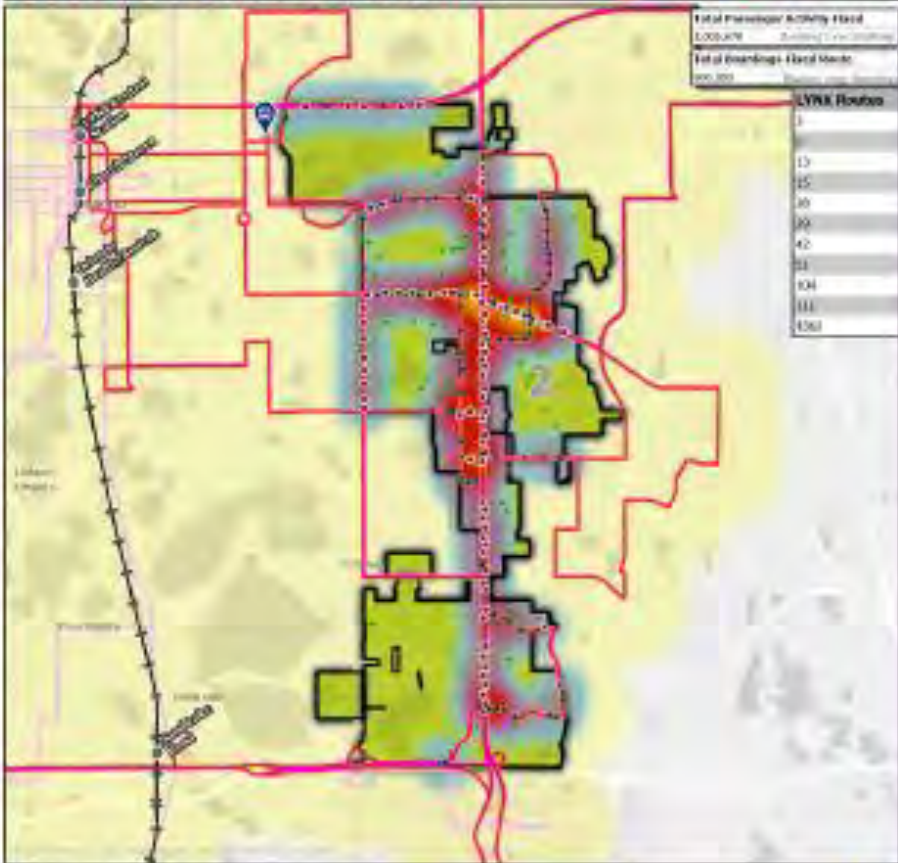
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CITY OF ORLANDO COMMISSION DISTRICT 2 FY2022 SERVICE SUMMARY



Total Passenger Activity Fiscal
2021-2022 1,000,478

Total Boardings Fiscal Month
2021-2022 200,000

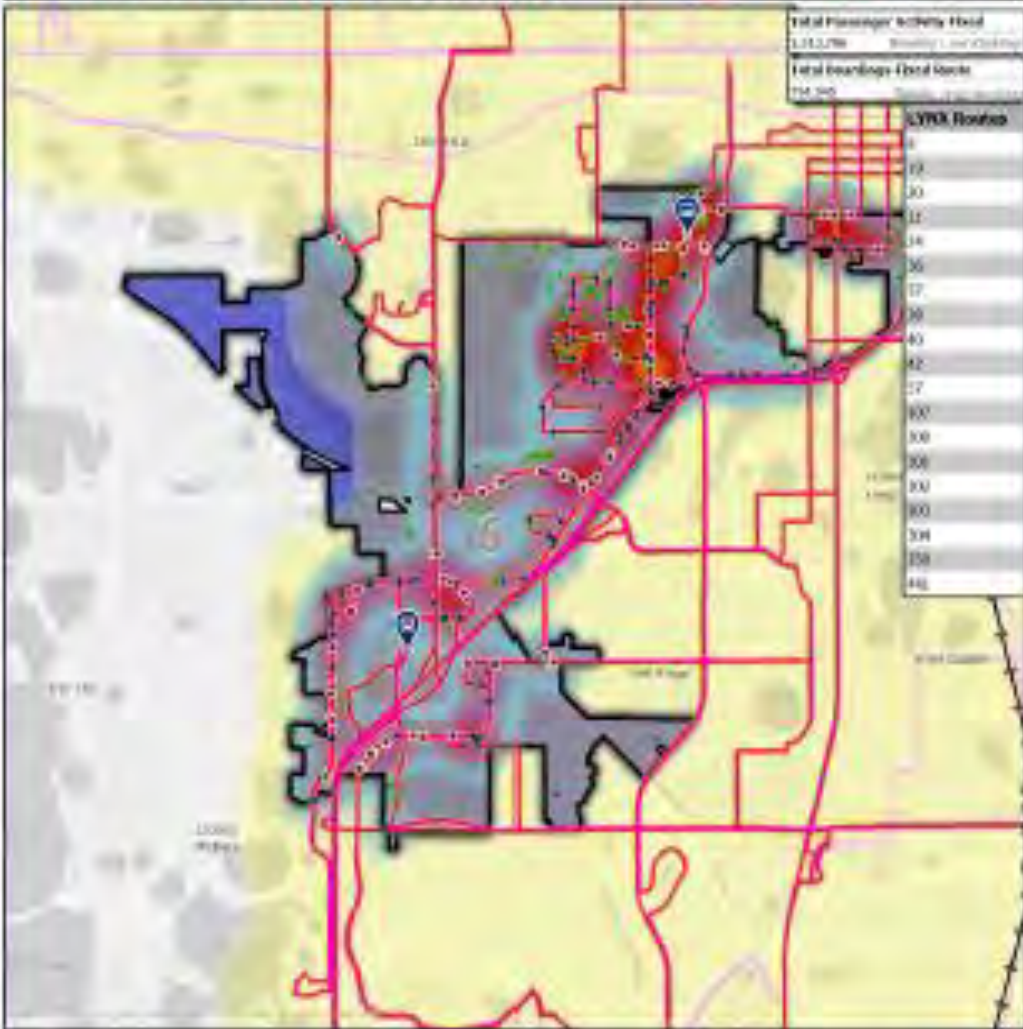


THE LEGISLATION
Fiscal 2021
BALANCE SHEET
City of Orlando, Florida, being a municipality organized under the laws of the State of Florida, do hereby certify that the following is a true and correct statement of the City's financial condition for the fiscal year ended September 30, 2021.



- LYNX Transfer Center (12)
- Pan Station (RT)
- Station (Blue Stops) (30)
- Stations (Green Stops) (112)
- Intersecting Routes (11)
- Required ADA, 5M or Greater
- Transfer Center
- Transfer Station

CITY OF ORLANDO COMMISSION DISTRICT 6 FY2022 SERVICE SUMMARY



Total Passenger Activity Total	1,012,276
Total Boardings (Total Routes)	124,340

DISCLAIMERS:
 This report is for informational purposes only. It is not intended to be used as a substitute for professional advice. The City of Orlando is not responsible for any errors or omissions in this report. The City of Orlando is not responsible for any damages or losses resulting from the use of this report. The City of Orlando is not responsible for any legal actions or claims resulting from the use of this report. The City of Orlando is not responsible for any other damages or losses resulting from the use of this report.



- LYNX Transfer Center (2)
- Bus Stops (243)
- Stationed Bus Stops (7)
- Access 2/100 Callboxes (330)
- Collecting Bus Routes (14)
- Recycled Air, 1/4 mi. distance
- CarPool Corridor
- SunRail Station

Exhibit "B"

APPROPRIATED AMOUNT

October 2024 through September 2025

\$4,003,006

FY2025 Billing Schedule:	
October 2024	\$ 1,000,751
January 2025	\$ 1,000,751
April 2025	\$ 1,000,751
July 2025	\$ 1,000,753
Annual Funding Request from City	\$ 4,003,006

“Exhibit C”

Schedule Listing of LYNX Funding Partners

<u>Operating Funding</u>	<u>FY2025 Funding Agreement</u>	<u>SunRail Feeder Route</u>	<u>Total</u>
Orange County	\$ 79,424,572	\$ 505,495	\$ 79,930,067
Osceola County	13,708,082	108,675	13,816,757
Seminole County	13,117,747	542,911	13,660,658
Subtotal	\$ 106,250,401	\$ 1,157,081	\$ 107,407,482
City of Orlando	\$ 4,003,006	\$ -	\$ 4,003,006
City of Orlando - LYMMO	3,564,620	-	3,564,620
FDOT (SunRail Feeder Route)	585,230	-	585,230
Central Florida Tourism Oversight Dist	1,317,228	-	1,317,228
Altamonte Springs	120,900	-	120,900
City of Sanford	93,000	-	93,000
Subtotal	\$ 9,683,984	\$ -	\$ 9,683,984
Subtotal Operating Funding	\$ 115,934,385	\$ 1,157,081	\$ 117,091,466
<u>Capital Contributions</u>			
Orange County	\$ 3,030,684	\$ -	\$ 3,030,684
Osceola County	429,706	-	429,706
Seminole County	376,308	-	376,308
Subtotal	\$ 3,836,698	\$ -	\$ 3,836,698
Total Local Funds	\$ 119,771,083	\$ 1,157,081	\$ 120,928,164

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 FY2025 Bus Service Agreements

Date: 09/19/2024

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 \$1,506,258 for a period of one (1) year;
- Lake County in the amount of \$163,272 for a period of one (1) year;
- Osceola County Link 612 in the amount of \$107,841.60 for the period of October 1, 2024 through December 7, 2024;
- I-Drive Community Redevelopment Area in the amount of \$2,124,643 for a period of one (1) year;
- Orange County Accelerated Transportation Safety Program in the amount of \$7,267,417 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

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.

Osceola County Link #612: LYNX operates service on Link 612 Narcoossee Road. This route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona. This route is partially funded with FDOT grant dollars which expires on December 31, 2024.

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 additional service on Sunday to improve frequency on the Link 21, Link 37, Link 42, and Link 436S. Add additional service to weekdays to improve frequency on link 311, Link 37 and Link 40 and Link 311. Additionally, the agreement provides capital funding to add shelters within the Orange County service areas.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the entities for Fiscal Year 2025 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' 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:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The FY2025 Proposed Operating Budget includes \$8,169,432 for the agreements with Central Florida Tourism Oversight District, Lake County, Osceola County Link #612, International Drive (I-Drive), and Orange County Accelerated Transportation Safety Program.

LYNX Finance & Audit mmittee Agenda

The FY2025 Proposed Capital Budget includes \$3,000,000 for the agreement with Orange County Accelerated Transportation Safety Program.

**BUS SERVICE AGREEMENT
25-C01**

by and between

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

and

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
(CFTOD)**

October 1, 2024

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BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2024, 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**."

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, **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 in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

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

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 <u>Exhibit "C."</u>
<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 <u>Exhibit "B"</u> attached hereto.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Service Area</u>	shall mean the area, as described and set forth in <u>Exhibit "A"</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 "C"</u> attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, 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, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2025 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **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 Five Hundred Six Thousand Two Hundred Fifty-Eight Dollars (\$1,506,258 payable in two payments of Seven Hundred Fifty-Three Thousand One Hundred Twenty-Nine Dollars (\$753,129) upon the effective date of Agreement and Seven Hundred Fifty-Three Thousand One Hundred Twenty-Nine Dollars (\$753,129) on or before September 1, 2025, 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.

10. **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.

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

12. **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.

13. **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.

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, 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.

15. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR

TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); 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.

16. **MISCELLANEOUS CLAUSES.**

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

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

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

[Signatures on Following Pages]

DRAFT

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

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

Date: _____

]

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: _____
Stephanie Kopelousos
District Administrator

Date: _____

ATTEST:

By: _____
Clerk, Board of Supervisors

DRAFT

EXHIBIT "A"

Sketch of Central Florida Tourism Oversight District Service Area

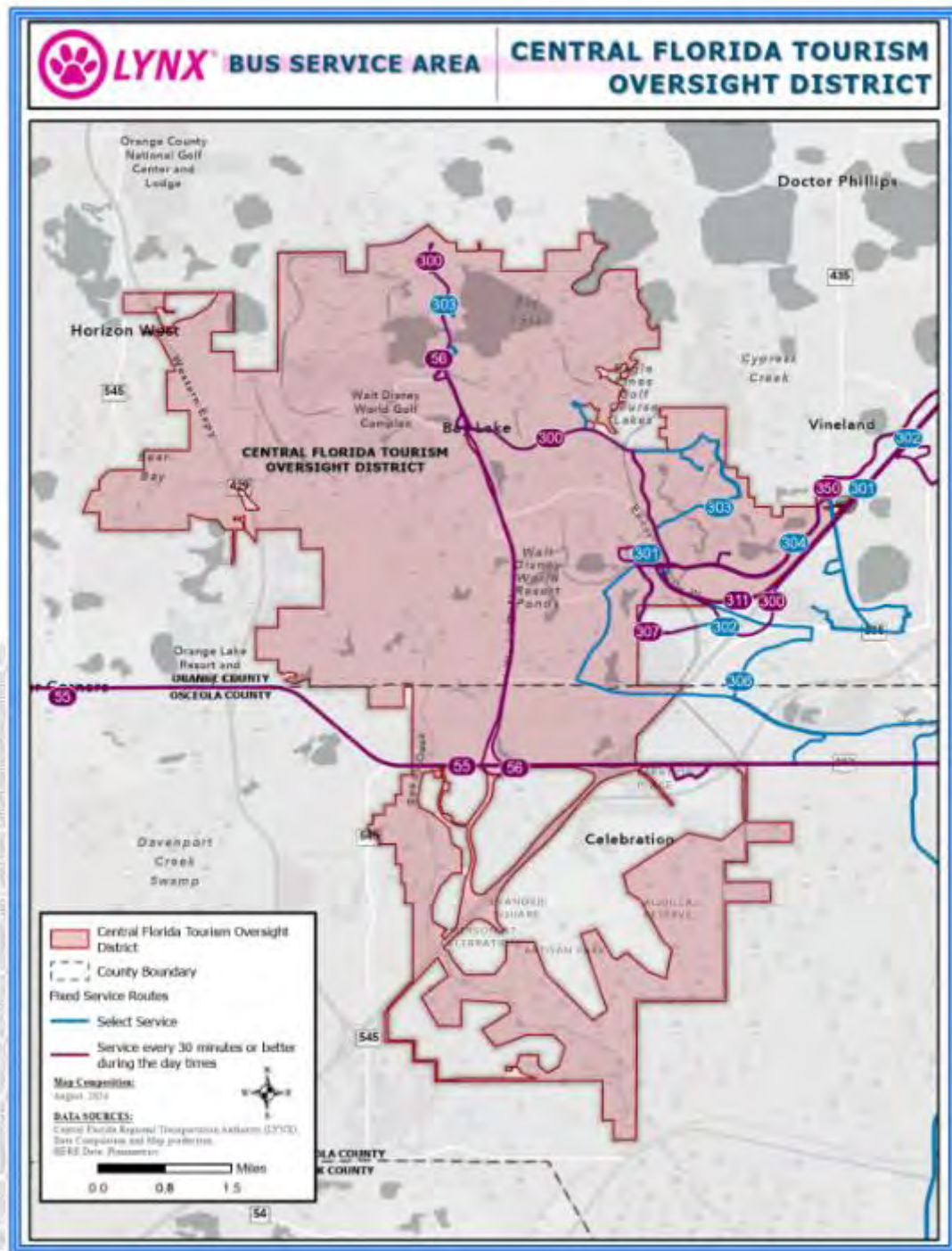


Exhibit "B"

Central Florida Tourism Oversight District Transit Service Costs

**Description of Appropriated Amount
October 1, 2024 through September 30, 2025**

Fixed Route Operating Costs

Link Services	Amount
Link 56	\$168,606
Link 56 (new service in Dec -Sept)	\$189,029
Link 306	\$184,191
Link 307	\$756,105
Link 350	\$208,327

Net Funding Request from County \$1,506,258

FY2025 Billing Schedule

On or before 10/1/2024	\$753,129
On or before 9/1/2025	\$753,129
Annual Funding Request from County	<u><u>\$1,506,258</u></u>

EXHIBIT “C”

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective August 20, 2024

(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 Kissimmee Intermodal Station and 6:18 AM – 11:10 PM (6:47 AM – 11:10 PM Saturday/Sunday) from Disney University. Effective December 8, 2024, service will depart Kissimmee Intermodal Station beginning at 4 AM – 11 PM and Disney University beginning at 5:17 AM – 11:10 PM.	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

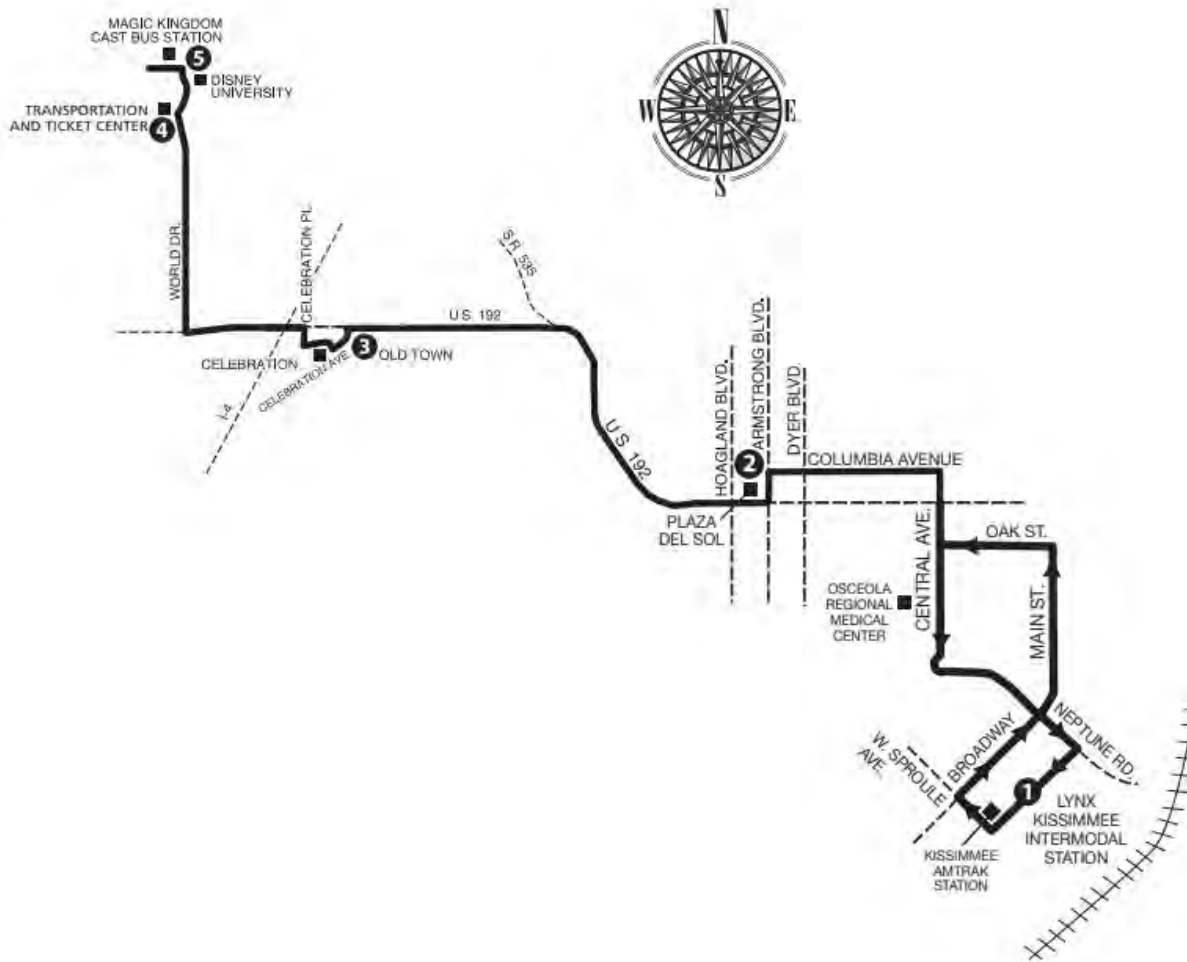
Link 56

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 (Effective December 8, 2024, 4:00 AM – 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./Irlro 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

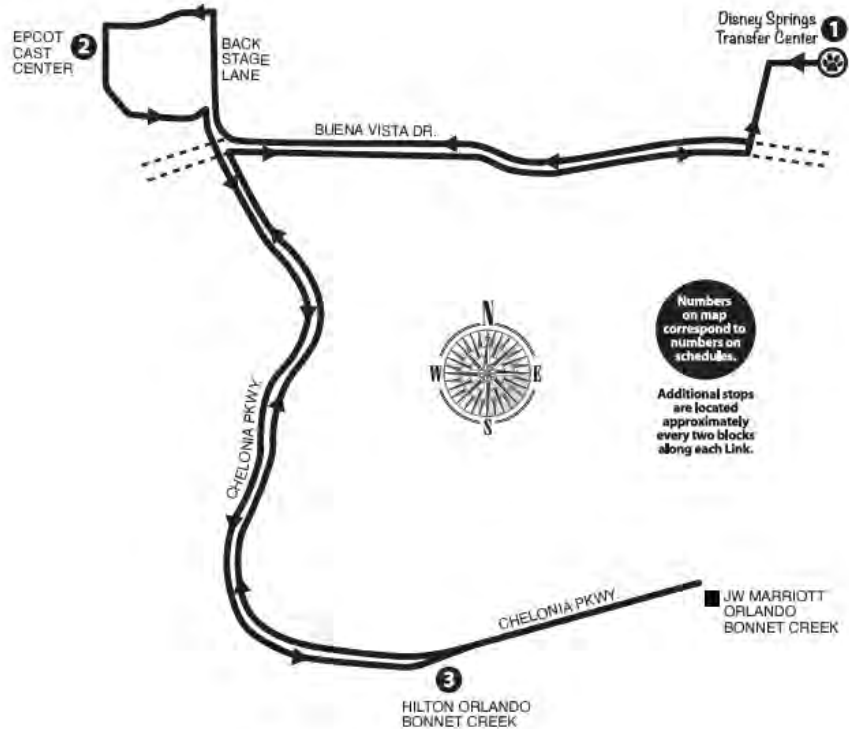
Service: Monday-Sunday & Holidays

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

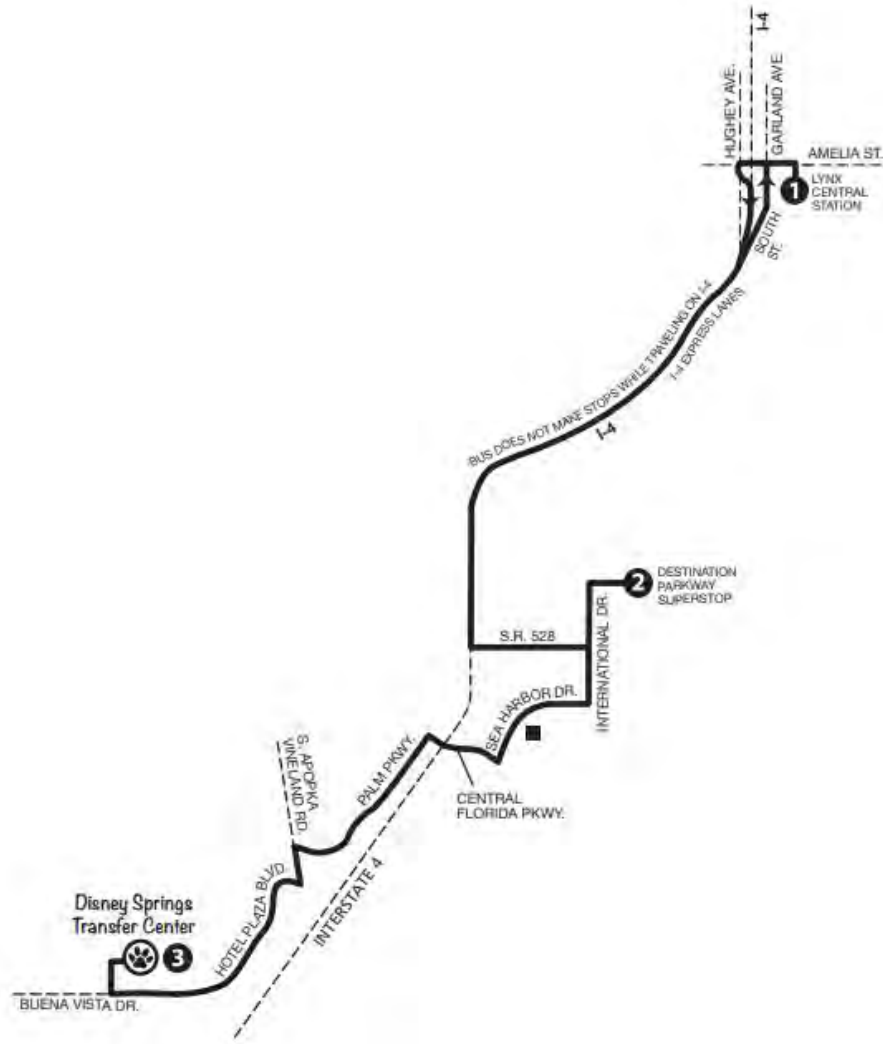
- **SERVING:**
- Disney Springs Transfer Center
- Epcot Cast Service
- JW Marriott Orlando Bonnet Creek
- Hilton Orlando Bonnet Creek



Service: Monday-Sunday & Holidays
 5:35 AM to 12:24 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
25-C02**

by and between

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

and

LAKE COUNTY

October 1, 2024

BUS SERVICE AGREEMENT

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

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by **LYNX** in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the actual cost of incurred by **LYNX** to provide the Bus Service, which for the **LYNX** fiscal year ending September 30, 2025, will be based on an estimated hourly rate of \$105.43 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below.

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>LAKE COUNTY</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and which are either consistent with the terms of the Agreement or, if

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2025 (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 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.

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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 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, provided however that no advertising will be placed on a vehicle owned, operated, or leased by COUNTY which would jeopardize any funding source of COUNTY pursuant to Section 341.051(8), Florida Statutes.

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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, , provided however that no advertising will be placed on a vehicle owned, operated, or leased by COUNTY which would jeopardize any funding source of COUNTY pursuant to Section 341.051(8), Florida Statutes.

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

8. **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

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

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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 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.

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
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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.

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

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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 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:

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

- 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 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.

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**

Kirby Smith, Chairman

This _____ day of _____ 2024.

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 25-C02 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 _____ 2024.

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

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

This _____ day of _____ 2024.

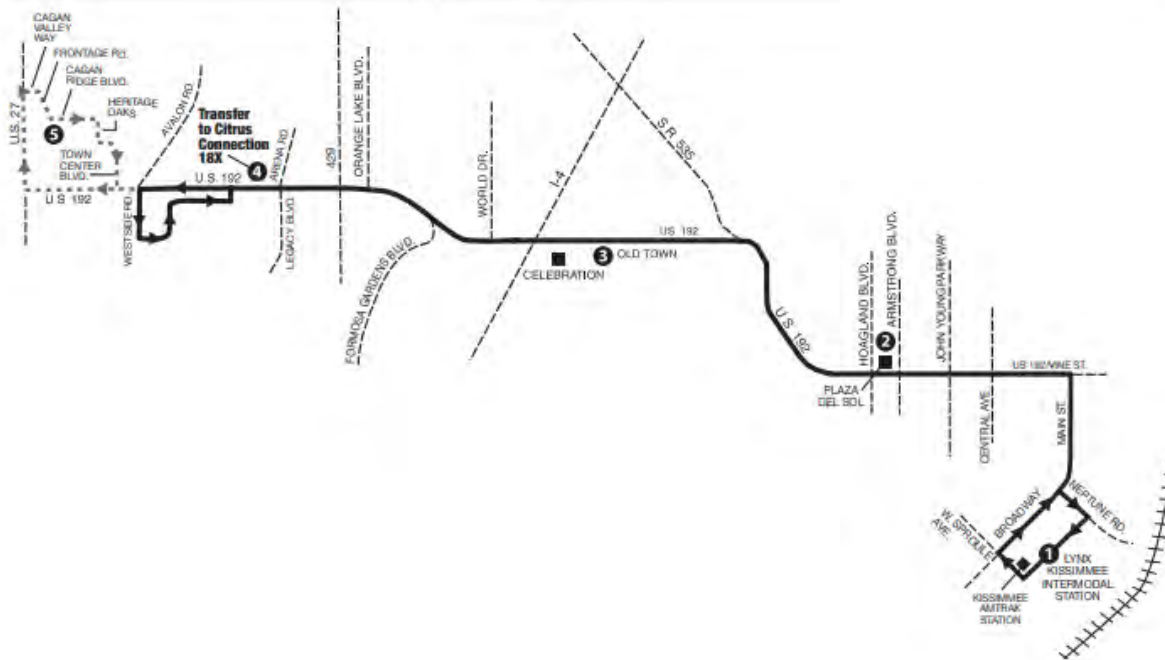
DRAFT COPY

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”

Lake County Transit Service Costs

**Description of Appropriated Amount
October 1, 2024 through September 30, 2025**

Fixed Route Operating Costs

Link Services	Amount
Link 55	\$163,271
Net Funding Request from County	\$163,272

FY2025 Billing Schedule

October-24	13,237
November-24	13,237
December-24	16,179
January-25	13,237
February-25	11,769
March-25	14,711
April-25	11,769
May-25	13,237
June-25	14,711
July-25	13,237
August-25	13,244
September-25	14,704

Annual Funding Request from County **163,272**

**BUS SERVICE AGREEMENT
25-C04**

by and between

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

and

ORANGE COUNTY, FLORIDA

October 1, 2024

BUS SERVICE AGREEMENT

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

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

and

ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**ORANGE COUNTY**”) (hereinafter collectively referred to as “**Parties**.”)

WITNESSETH:

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

WHEREAS, ORANGE COUNTY has expressed a need for additional or new public transportation service in within the International Drive Community Redevelopment Area identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2025, will be based on an estimated hourly rate of \$105.4204 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.

<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Payment</u>	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 6 below.
<u>Service Area</u>	Shall mean the area indicated in <u>Exhibit “A”</u> attached hereto.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of 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, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2025 (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.

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 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 Breach.** Unless breach is waived by the 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. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the International Drive Community Redevelopment Agency, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the International Drive Community Redevelopment Agency, 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 ORANGE COUNTY paying to LYNX the Net Monthly Cost of Bus Service (Exhibit C) based on 20,154 service hours for a total fiscal year 2024-2025 amount of \$2,124,643. 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 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 it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **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 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 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, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

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

f. **Benefits of Service.** The Payments to be paid by 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 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 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.

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, 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, County Commissioners.

[Signatures appear on following page]

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

ORANGE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

ATTEST:

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

By: _____
Deputy Clerk

Print Name

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

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

Date: _____

EXHIBIT “A”

Description and Schedule of Bus Route(s)

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

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 111 SeaWorld/Orlando Int'l Airport
- Link 350 Destination Parkway/SeaWorld/Disney Express

The Agreement will be 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)

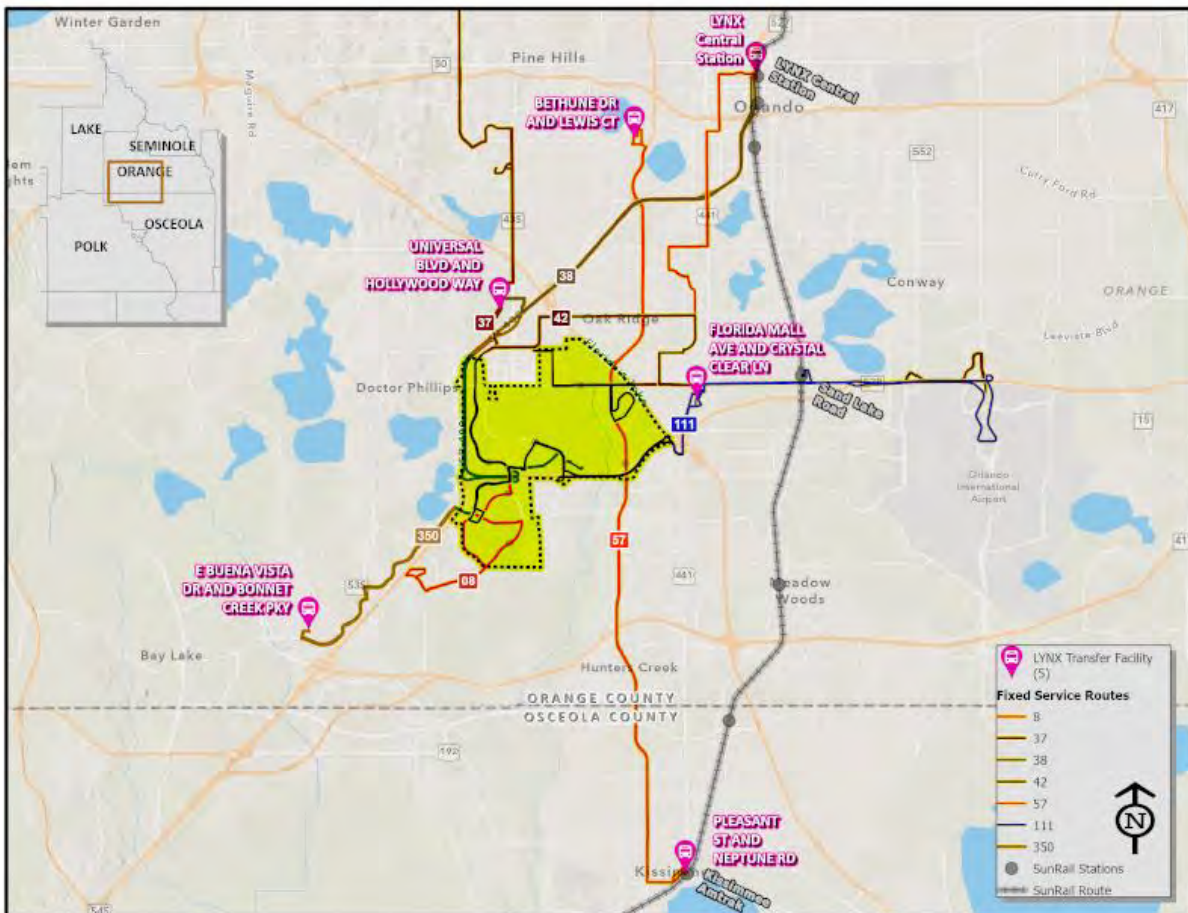


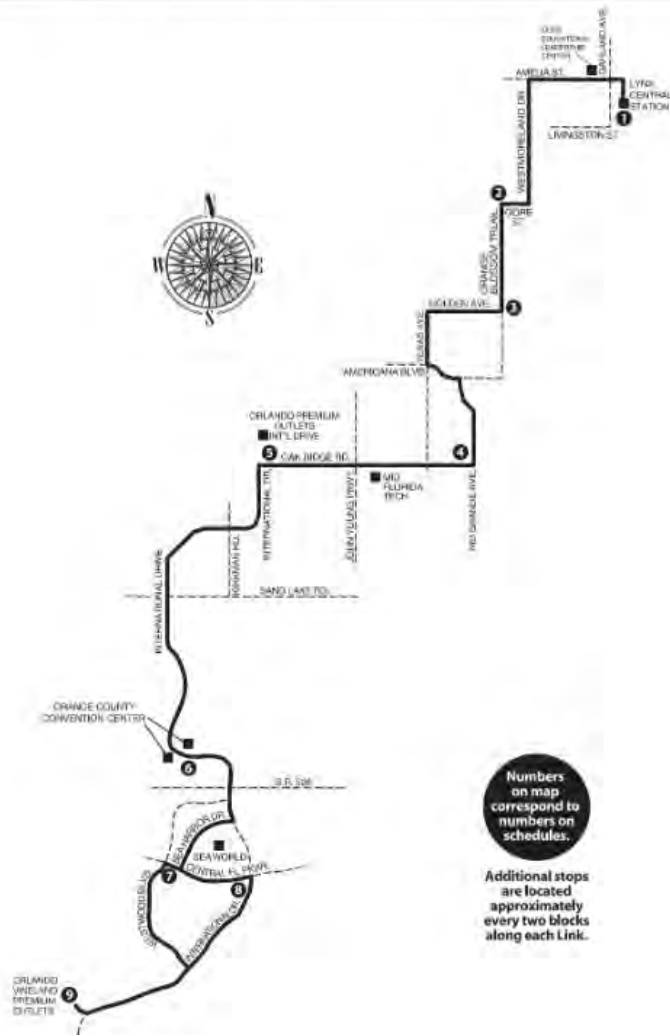
EXHIBIT "B"

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.

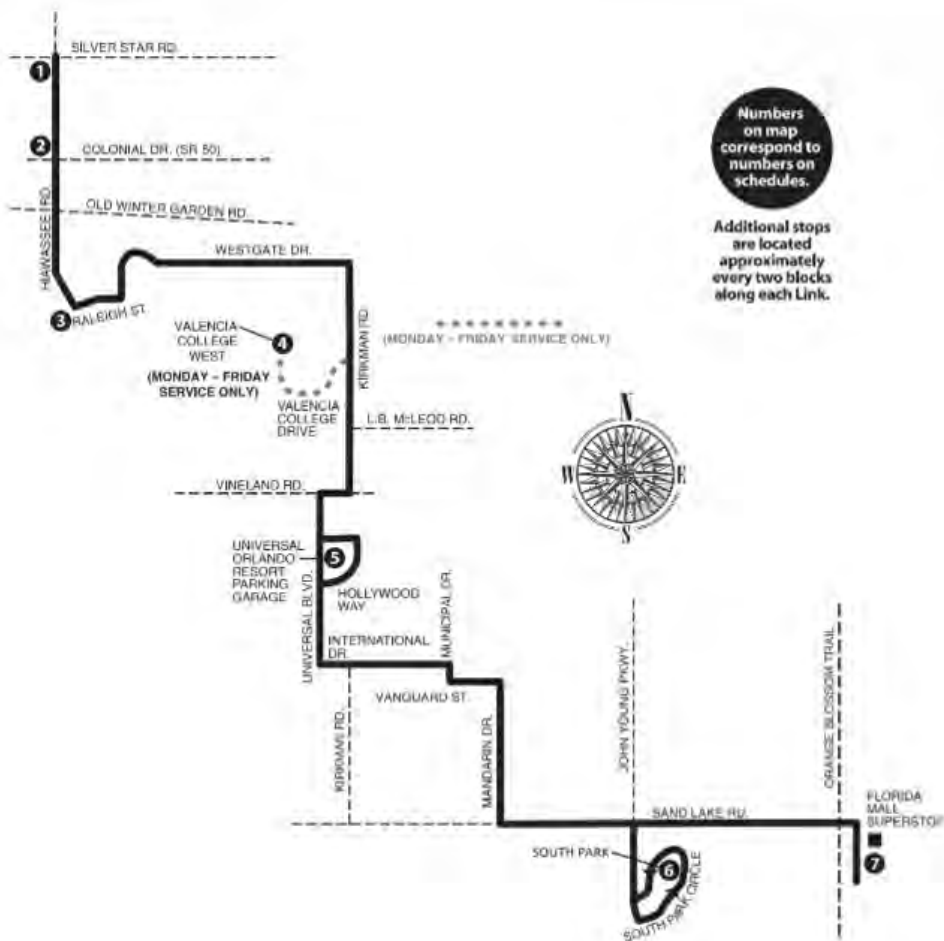
<p>Link 8 W. Oak Ridge Road/ International Drive Monday-Sunday & Holiday service</p>	<p>SERVING:</p> <ul style="list-style-type: none"> • LYNX Central Station • OCPS Educational Leadership Center • Callahan • Westmoreland Drive • Holden Heights • Mid Florida Tech 	<p>Orlando Premium Outlets, International Drive Orange County Convention Center SeaWorld Westwood Blvd. Orlando Vineland Premium Outlets</p>
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Link 37 – Pine Hills/Florida Mall

Operates between Silver Star Road/Hiwassee Road and Florida Mall Superstop via Hiwassee 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 37 Pine Hills/Florida Mall Monday-Sunday & Holiday service	SERVING:	Tangelo Park
	• Pine Hills	South Park (Walmart)
	• S. Hiwassee Road	Florida Mall SuperStop
	• MetroWest	
	• Kirkman Road	
	• Valencia College West Campus	
	• Universal Orlando Resort	



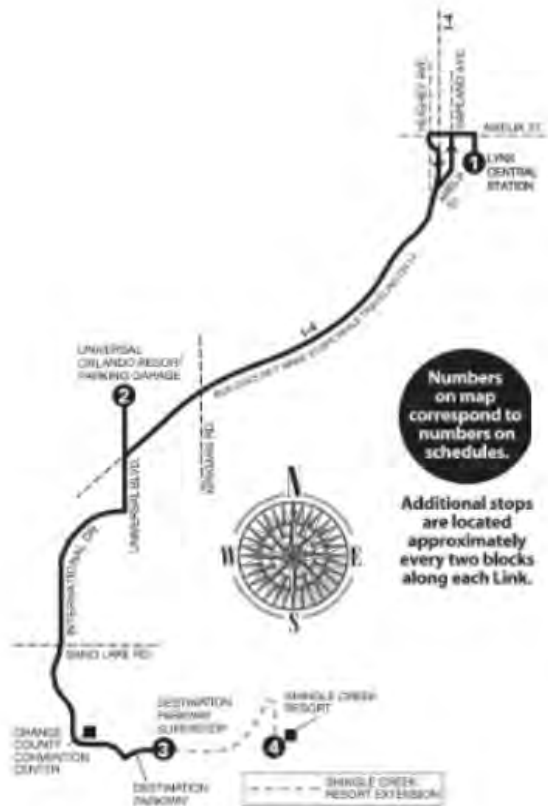
Link 38 – Universal Orlando/I-Drive Express

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.

International Drive
Exhibit C
Description of Appropriated Amount
October 1, 2024 through September 30, 2025

Fixed Route Operating Costs

Link Services	Amount
Link 8	\$ 128,805
Link 37	269,455
Link 38	1,547,571
Link 42	178,812
Net Funding Request from County	\$ 2,124,643

FY2025 Billing Schedule

October-23	\$177,054
November-23	\$177,054
December-23	\$177,054
January-24	\$177,054
February-24	\$177,054
March-24	\$177,054
April-24	\$177,054
May-24	\$177,054
June-24	\$177,054
July-24	\$177,054
August-24	\$177,054
September-24	\$177,049

Annual Funding Request from County **\$2,124,643**

**BUS SERVICE AGREEMENT
25-C50**

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, 2024

BUS SERVICE AGREEMENT

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

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

and

ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “ORANGE COUNTY”) (hereinafter collectively referred to as “Parties”).

WITNESSETH:

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

WHEREAS, ORANGE COUNTY has expressed a need for additional or new public transportation service and passenger amenities within the Orange County Service Area as defined by the Orange County Accelerated Transportation Safety Program (“Service Area”) attached hereto as Exhibit “A”; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

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

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

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2025 will be based on an estimated hourly rate of \$105.4204 per hour. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.

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

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- 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, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2025 (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, 2024 through September 30, 2025. 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: 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 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.

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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.

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

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

[Signatures appear on following page]

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

ORANGE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

ATTEST:

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

By: _____
Deputy Clerk

Print Name

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins
Chief Executive Officer

Date: _____

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

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

Date: _____

EXHIBIT "A"

Description and Schedule of Bus Route(s)

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

With the opening of the Pine Hills Transfer Center, LYNX will make some modifications to routes in the area to improve service. The exact details of these improvements are pending. The anticipated opening of the transfer center is in January 2025.

With the April 2025 service change, LYNX will convert existing route Link 405 in the Apopka area to a NeighborLink zone, expanding the service area and operating with two (2) vehicles.

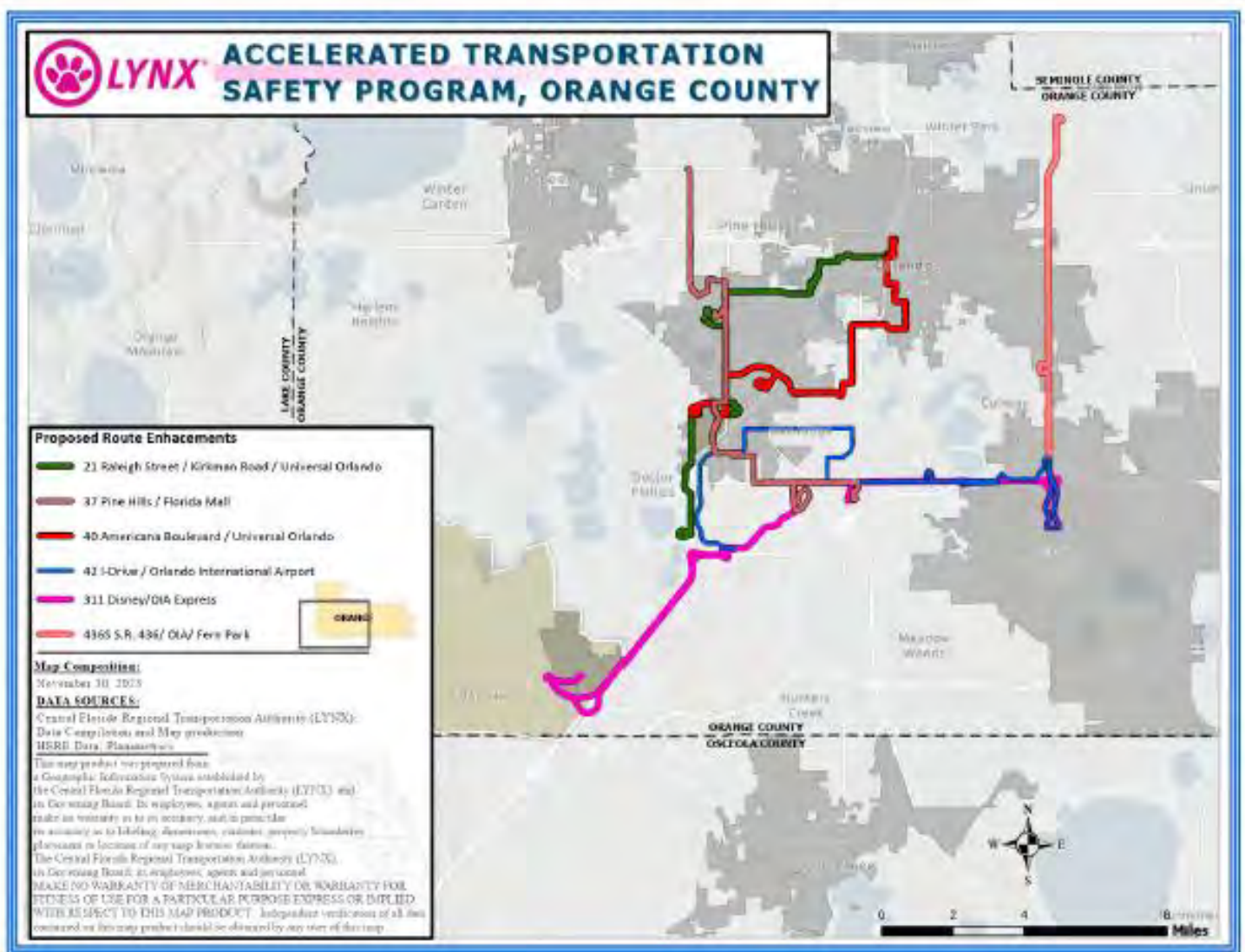


EXHIBIT “B”

Cost of Bus Service

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 21	2,701.64	\$284,808
Link 37	7,121.75	\$750,778
Link 40	10,878.30	\$1,146,795
Link 42	3,469.56	\$365,762
Link 436S	1,915.74	\$201,958
Link 111/311 new route	14,393.00	\$1,517,316
	40,480.0	<u>\$4,267,417</u>

Breakdown:

Fixed Route Service	\$4,267,417
Capital Contribution for Shelters	\$3,000,000
Total Funding from the County	<u>\$7,267,417</u>

FY2025 Billing Schedule

October-24	\$605,618
November-24	\$605,618
December-24	\$605,618
January-25	\$605,618
February-25	\$605,618
March-25	\$605,618
April-25	\$605,618
May-25	\$605,618
June-25	\$605,618
July-25	\$605,618
August-25	\$605,618
September-25	\$605,619

Annual Funding Request from County **\$7,267,417**

LYNX Finance & Audit Committee Agenda

Discussion Item #7.A

To: LYNX Finance & Audit Committee

From: **James Boyle**
Interim Chief Planning And Development Officer
Kenneth Jamison
Technical Contact

Phone: 407.841.2279 ext: 6036

Item Name: Update on the Swan Shuttle Autonomous Vehicle Demonstration

Date: 09/19/2024

The Swan Shuttle demonstration on the LYMMO Orange line completed a six-month deployment on June 21, 2024. LYNX staff will provide an update on lessons learned during the demonstration.

LYNX Finance & Audit Committee Agenda

Discussion Item #7.B

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Discussion on OSF CNG Options

Date: 09/19/2024

LYNX Staff will lead a discussion on the OSF Compressed Natural Gas (CNG) options.

LYNX Finance & Audit Committee Agenda

Discussion Item #7.C

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
Technical Contact

Phone: 407.841.2279 ext: 6125

Item Name: Review of LYNX Investment and Reserve Policies

Date: 09/19/2024

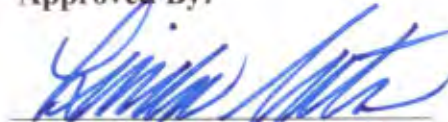
LYNX Staff will present a review of the Investment and Reserve Policies.

Policy: Investment Policy

Issuing Dept: Finance

Effective Date: January 7, 2010

Approved By:



**Linda Watson
Chief Executive Officer**

SCOPE

To document the investment policy which applies to the investment and reporting of all financial assets, ("LYNX Funds") of the Central Florida Regional Transportation Authority ("LYNX" or "Authority"), except for LYNX's retirement funds. The assets may be in the form of operating funds or bond proceeds funds. However, bond proceeds may be further limited or expanded as to their permitted investments by their respective bond resolutions or covenants.

AUTHORITY:

Board of Directors and Section 218.415, Florida Statutes

POLICY

Rule 11: INVESTMENT POLICY

11.1 Definitions

In addition to the other terms defined in this Rule, the following terms are provided.

11.1.1 **Bank Trust Receipts**: Advance deposits to cover a prospective liability for services to be rendered and/or disbursements to be made; and composite amounts consisting of trust and business monies.

11.1.2 **Book Entry Form**: A chronological record of a specialist's inventory of securities and orders that other exchange members have placed with the specialist.

11.1.3 **Closed-End Management Company**: A closed-end investment company issues a fixed number of shares to the public in an initial public offering, after which time shares in the fund are bought and sold on a stock exchange, and they are not obligated to issue new shares or redeem outstanding shares as open-end funds are.

11.1.4 **Commercial Paper**: An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory. Maturities typically range from 2 to 270 days

11.1.5 **Derivative**: A financial instrument whose characteristics and value depends upon the characteristics and value of an underlying security; typically a commodity, bond, equity or currency. Examples of derivatives include futures and options. Advanced investors sometimes purchase or sell derivatives to manage the risk associated with the underlying security, to protect against fluctuations in value, or to profit from periods of inactivity or decline. These techniques can be quite complicated and quite risky.

11.1.6 **Energy**: Means natural gas, heating oil, propane, diesel fuel, bio-diesel fuel, and any other energy source except electricity used in LYNX operations.

11.1.7 **Forward Pricing Mechanism**: Means a contract or financial instrument that obligates LYNX to buy or sell a specified quantity of energy at a future date at a set price.

11.1.8 **Fair Market Value**: The price that an interested but not desperate buyer would be willing to pay and an interested but not desperate seller would be willing to accept on the open market assuming a reasonable period of time for an agreement to arise.

11.1.9 **Federal Deposit Insurance Corporation**: A federal agency that insures deposits in member banks and thrifts currently up to \$250,000 per deposit.

11.1.10 **Federal Farm Credit Bank (FFCB)**: The Federal Farm Credit Banks Funding Corporation issues debt securities as fiscal agent for the Farm Credit System, which is a nationwide network of borrower-owned lending institutions and service organizations specializing in agricultural and rural America. The mission of this government-sponsored enterprise is to ensure the availability of sound, dependable funding for agricultural producers, cooperatives and certain farm related business.

11.1.11 **Federal Home Loan Bank (FHLB)**: Government sponsored wholesale banks that lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLB is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

11.1.12 **Federal Home Loan Mortgage Corporation (FHLMC)**: FHLMC, commonly referred to as Freddie Mac, is a government sponsored enterprise that provides liquidity to the mortgage markets, much like FNMA and FHLB.

11.1.13 **Federal National Mortgage Association (FNMA)**: FNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The Corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

11.1.14 **Internal Controls**: Policies and procedures designed to provide reasonable assurance that specific entity objectives will be achieved. It consists of: the control environment, risk assessment, control activities, information and communications, and monitoring.

11.1.15 **Liquidity**: the ability of an asset to be converted into cash quickly and without any selling of the asset below its normal price.

11.1.16 **Market Value**: The price at which a security is trading and could presumably be purchased or sold.

11.1.17 **Open-End Management Company**: An investment company that sells mutual funds to the public, issuing and redeeming shares on demand.

11.1.18 **Qualified Public Depository**: Any bank, savings bank, or savings association that is organized under the laws of the United States or the State of Florida; has its principal place of business or a branch office to receive deposits in Florida; has deposit insurance under the provisions of the Federal Deposit Insurance Act; meets the requirements of Chapter 280, Florida Statutes (Florida Security for Public Deposits Act); and has been designated by the Chief Financial Officer of the State of Florida as a qualified public depository.

11.1.19 **Repurchase Agreement**: A contract in which the seller of securities, such as Treasury Bills, agrees to buy them back at a specified time and price. Also known as repo or buyback.

11.1.20 **Return on Investment (ROI)**: measures how effectively the portfolio's principal is invested to generate profit. The higher the ROI, the better.

11.1.21 **Risk**: The quantifiable likelihood of loss or less-than-expected returns. There are many different types of risk e.g., inflation risk (decrease in purchasing power); currency risk (devaluation of currency to the American dollar or visa versa); market risk (decline of the asset's value due to economic changes which effect the entire market) or unsystematic risk (price change in relation to a specific security).

11.1.22 **Safekeeping**: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

11.1.23 **Securities Investors Protection Corporation**: A non-profit membership corporation established by Congress which insures securities and cash in customer accounts up to \$500,000 (up to \$100,000 on cash) in the event of brokerage bankruptcy. The SIPC is funded by all of its member securities broker/dealers. While it insures the account in the event that a brokerage runs out of funds to cover its claims, it does not insure against investment losses.

11.1.24 **Specialist**: A stock exchange member who makes a market for certain exchange-traded securities, maintaining an inventory of those securities and standing ready to buy and sell shares as necessary to maintain an orderly market for those shares. This can be an individual, partnership, corporation or group of firms.

11.1.25 **Yield:** The rate of annual income return on an investment, expressed as a percentage. (1) Income yield is obtained by dividing the current dollar income by the current market price for the security. (2) Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

11.2 Investment Objectives

Preservation of principal and safety - An important objective of this investment program is the preservation of the principal of those funds within the portfolio. Investment transactions shall be consistent with the other investment objectives, and seek to ensure that capital losses are minimized, whether they be from securities defaults or erosion of market value.

Liquidity - The portfolio shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner.

Return on investment - All investments will be made striving to maximize portfolio return, consistent with the quality, safety and liquidity restrictions. Yield shall be the primary source of investment returns. The pursuit of this goal will be continuous, but may not do so at the expense of assuming avoidable investment risk. The optimization of investment returns shall be secondary to the requirements for quality, safety and liquidity.

11.3 Risk and Diversification

Adequate diversification of LYNX's portfolio will be necessary to minimize market volatility risk, liquidity risk and default risk. Diversification will come in the form of investing in different security types, and in different financial institutions. It is the policy of LYNX to diversify its investment portfolios so as to protect against issuer defaults, market price changes, technical complications leading to temporary lack of liquidity, or other risks resulting from an over concentration of assets in a specific maturity, a specific issuer, a specific geographical distribution, or a specific class of securities. The following strategies, as determined by the Chief Executive Officer, will be reviewed periodically by the Board or any committee so established by the Board.

Maintenance of public trust - All participants in the investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might reasonably impair public confidence in the ability of LYNX to effectively implement the investment program.

Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism worthy of the public trust.

Asset liability management - To the extent consistent with the investment objectives and restrictions and the Authority's debt management policies, all herein adopted, LYNX will strive

to maintain an investment/asset portfolio duration approximately equal to its debt/liability "portfolio". Equilibrium with respect to the duration of assets and liabilities may help LYNX earn interest on aggregate investments at its overall cost of capital or better.

11.4 Prudence

Prudence standard applied to the portfolio - the standard of prudence shall be applied in the context of managing the portfolio. Investment officers acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Prudent expert standard - While the standard of prudence to be used by investment officials who are officers or employees is the prudent person standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of prudent expert. The standard shall be that in investing and reinvesting monies and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence and diligence under the circumstances then prevailing, which persons of prudence, discretion and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds so as to minimize the risk of material losses, unless under the circumstances it is clearly prudent not to do so, and not in regard to speculation but in regard to the permanent disposition of similar funds, considering the probable income as well as the probable safety of their capital.

11.5 Ethics and Conflicts of Interest

Employees under the direction of the Chief Executive Officer - Officers and employees involved in the investment process shall not engage in personal business activities (e.g. directing business to favored broker/dealers) that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Officers and employees (including members of any committee established by the Board) shall immediately disclose to the Chief Executive Officer any material interest in any financial institution that conducts business with LYNX. For purposes of this paragraph, "material interest" shall have the same meaning as in section 112.312(15), Florida Statutes (1995).

11.6 Delegation of Authority

The Authority to manage the investment program is granted to the Chief Financial Officer.

11.7 Internal Controls

System of Controls - The Chief Executive Officer directs or otherwise recommends that the Chief Financial Officer establish a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees or by

those individuals and/or entities under contract to LYNX. The controls shall provide that all transactions are confirmed in writing. In the development of the system of internal controls, consideration shall be given to documentation of strategies and transactions, techniques for avoiding collusion, separation of functions, delegation of authority and limitations of action, custodial safekeeping, and avoidance of bearer-form securities. The CFO will establish management controls specific to EFPMs.

11.8 Independent Audit

The independent public accounting firm retained to conduct the annual audit of LYNX is directed to evaluate the system of controls relating to the investment of assets. Procedures should be performed by the accountants to provide reasonable assurance that investment officials have acted in accordance with the Investment Policy. The audit procedures shall include, but not be limited to, surprise audits of custodial and safekeeping systems. To the extent allowed by professional standards, the auditor may rely on work performed by other independent public accountants or internal auditors.

11.9 Reporting

The Chief Executive Officer may periodically, direct or otherwise recommend that the Chief Financial Officer obtain a written report from the custodian, including but not limited to: (i) a summary of recent market conditions; (ii) economic developments and anticipated investment conditions; (iii) a summary of investment strategies employed; (iv) a description of the portfolio (listing securities by type or class, maturity, risk class, book value, income earned and market value by report date) and a report of the period total investment return. Actual returns should be compared against planned figures. Any areas of concern should be addressed and portfolio changes made as warranted. The report will also include EFPM holdings and activity.

11.10 Performance Benchmarks

Investment performance benchmarks should be consistent with the quality, safety and liquidity restrictions and utilized to evaluate portfolio performance. These benchmarks will allow LYNX to compare returns to other investors in the same markets.

Based on the investment and maturity parameters for each portfolio, LYNX shall establish specific performance benchmarks. When establishing a performance benchmark for a portfolio, there are three main factors which will be considered:

1. it is independently compiled,
2. it represents true total return,
3. it is representative of the types of securities in the appropriate maturity range.

The quarterly report will show performance on both a book value and market value return basis and will compare the results to the established benchmarks.

11.11 Instruments

Policy restrictions - In addition to the statutory restriction on common stock, no monies may be invested in an investment company portfolio containing common stock in real estate, in options and futures, and in precious metals.

Use of derivative products - LYNX has established herein clearly defined procedures with respect to the analysis, documentation and management of derivative products. The Authority's staff will manage all agreements on an ongoing basis. LYNX has developed procedures to ensure that all agreements and periodic payments are monitored, that counter-party credit and documentation requirements are maintained, and that the portfolio is continually evaluated to determine each agreement's value, to identify restructuring opportunities and to assess trading potential.

11.12 Investments

Investment alternatives, other than securities, must have an established market. Investments should be made subject to the cash flow needs of LYNX. Such cash flows are subject to revisions as market conditions and agency needs change. It is the intent of the Chief Financial Officer to avoid assets that require a significant time to liquidate.

The following is a list of authorized investments for LYNX for operating and surplus funds in which the Chief Financial Officer may invest at the prevailing market rates and at an appropriate amount thereof. Bond proceeds may be further limited or expanded as to their permitted investments by their respective bond resolutions or covenants.

1. The Local Government Surplus Funds Trust Fund, as created by Section 218.405, Florida Statutes and administered by the State Board of Administration (SBA);
2. United States Treasury and Agency securities whereby all principal and interest payments are guaranteed by the full faith and credit of the United States government. Agency securities backed by the U.S. must have at least two AAA, Aaa, AAA long-term credit ratings from Standard & Poor's, Moody's or Fitch, respectively. Maturities may not exceed 12 months;
3. Interest-bearing time deposits or savings accounts in Qualified Public Depositories (QDP) as defined in Section 280.02 Florida Statutes;
4. Obligations of the Federal Farm Credit Banks; the Federal Home Loan Mortgage Corporation, including Federal Home Loan Mortgage Corporation participation certificates; or the Federal Home Loan Bank or its district banks or obligations guaranteed by the Government National Mortgage Association. Collateralized mortgage obligations (CMOs) can be used if appropriate procedures are utilized to evaluate.

5. Deposits, federal funds or bankers acceptance of any domestic bank, including a branch office of a foreign bank which branch office is located in the United States, provided legal opinions are received to the effect that full and timely payment of such deposits or similar obligation is enforceable against the principal office or any branch of such bank, which:

- a) has an unsecured, uninsured and unguaranteed obligation rated in either of the two highest letter rating categories by a Rating Agency, and
- b) is the lead bank of a parent bank holding company with an unsecured, uninsured and unguaranteed obligation meeting the rating requirements in (a) above;

6. Prime commercial paper of a United States corporation, finance company or banking institution if such commercial paper is rated at least "P-1" by Moody's or at least "A-1+" by S&P and if such commercial paper is stated to mature in not more than 270 days.

7. Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations or its agencies and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

8. Repurchase agreements collateralized by Direct Obligations with any registered broker/dealer subject to the Securities Investors' Protection Corporation jurisdiction or any commercial bank, if such broker/dealer or bank has an uninsured, unsecured and un-guaranteed obligation rated in either of the two highest letter rating categories by a Rating Agency, provided:

- a) a master repurchase agreement or specific written repurchase agreement governs the transaction, and
- b) the securities are held, free and clear of any lien, by the trustee of the fund the monies of which were invested in such agreements, the Authority, or an independent third party acting solely as agent for such trustee or the Authority, and such third party is
 - i) a Federal Reserve Bank,
 - ii) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than \$25 million, or

- iii) a bank approved in writing for such purpose by the Bond Credit Facility provider, if any, and the trustee or the Authority shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the trustee or the Authority, and
 - c) a perfected first security interest under the Uniform Commercial Code, or book entry procedures described at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. in such securities is created for the benefit of the Authority, and
 - d) the repurchase agreement has a term of thirty days or less, or the Authority will value collateral securities no less frequently than weekly and will liquidate the collateral securities if any deficiency in the collateral percentage required pursuant to subparagraph (f) below is not restored within two business days of such valuation, and the repurchase agreement matures at least one day (or other appropriate liquidation period) prior to the date on which it is anticipated that the funds invested therein will be expended, and
 - e) the fair market value of the securities in relation to the amount of the repurchase obligation, including principal and interest is equal to at least 102%.
9. Shares in a common law trust established as a separate public agency under Section 163.01, Florida Statutes which invests exclusively in investments permitted by Florida Statute.
10. Other Investments authorized by law or ordinance for a county or municipality.
11. Other investments authorized by law or ordinance for a school or a special district.
12. Energy Forward Pricing Mechanisms (EFPs), including futures, options, etc., as a budget risk tool for purchases of LYNX-consumed commodities, (i.e. diesel fuel, gasoline, and natural gas), when they have a holding period and expiration of not more than 36 months from their trade date.

11.13 Selection of Qualified Institutions

The Chief Executive Officer directs or otherwise recommends that the Chief Financial Officer maintain a formalized written procedure for the selection of depositories in money market instruments and broker dealers in the execution of securities transactions. Such procedures should describe the competitive selection process and rationale for selection. All brokers/dealers and depositories deemed to be "qualified institutions" shall be provided with current copies of this Policy.

11.14 Competitive Selection of Investment Instruments

After the Investment Advisor or the Chief Financial Officer has determined the approximate maturity date based on cash flow needs and market conditions, not to exceed one (1) year for operating funds, and has analyzed and selected one or more optimal types of investments, a minimum of three (3) reputable, qualified, and financially sound institutions and/or dealers must be contacted and asked to provide bids on securities of interest. Bids will be held in confidence until the highest bid is determined and awarded.

However, on an exception basis, securities may be purchased utilizing the comparison to current market price method. Acceptable current market price providers include, but are not limited to:

1. The Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing,
2. Daily market pricing provided by the Authority's custody agents or their correspondent institutions,
3. Interactive Data Corporation (IDC)
4. Various third party sources currently utilized by the Investment Advisor

The Investment Advisor or the Chief Financial Officer shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the Investment Advisor or the Chief Financial Officer, competitive bidding would inhibit the selection process.

Examples of when this method may be used include;

1. When time constraints due to unusual circumstances preclude the use of the competitive bidding process.
2. When no active market exists for the issue being traded due to the age or depth of the issue.
3. When a security is unique to a single dealer, for example, a private placement.
4. When the transaction involves new issues or issues in the "when issued" market.

Overnight sweep repurchase agreements will not be bid, but may be placed with the depository bank relating to the demand account for which the repurchase agreement was purchased.

11.15 Safekeeping and Collateralization

All cash, assets, and investment securities purchased by LYNX or held as collateral on investments shall be delivered versus the payment of funds and held in safekeeping by a qualified bank, or some other financial institution designated as custodian. The custodian will be selected by LYNX. All securities held as collateral will be held free and clear of any lien, and also shall be held by a third party custodian. Safekeeping and custody of EFPs, and the cash directly supporting such mechanisms, shall follow industry practices including maintenance of accounts at brokerage companies.

All securities purchased by LYNX will be held by a third party custodian and no withdrawal of such securities may be made by anyone except the Chief Financial Officer or the Chief Financial Officer's designated employees.

The Chief Executive Officer or designee will execute all third party custodial agreements with LYNX's banks and public depositories. Such an agreement will include letters of authority from the Chief Financial Officer as to the responsibilities of each party, notification of security purchases, sale, delivery, safekeeping and transaction agreements and wire transfers, safekeeping and transaction costs, and - procedures in the event of wire failure.

Any funds invested in a certificate of deposit from a qualified public depository may be collateralized by any of the securities listed in Sections 280.13 and 280.14 of the Florida Statutes. The list of qualified depositories, agreeing to the provisions in Chapter 136 of the Florida Statutes, is available upon request from the Department of Insurance and Treasurer of the State of Florida.

11.16 Security Disposition

Every security purchased must be properly earmarked and:

1. registered with the issuer and maintained in a safe place.
2. if held in book entry form, held for the credit of LYNX by a depository chartered by the Federal Government, the state or any other state or territory in the US as described in s 658.12, or by national organization existing under the laws of the U.S. Securities must be held in a depository in a separate account from assets of the financial institution.
3. if physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.
4. LYNX may also receive bank trust receipts in return for investment of surplus funds in securities. All trust receipts received must list the various securities held with the specific number of securities held in accordance with 2) above.

This section does not apply to the Local Government Surplus Funds Trust Fund.

11.17 Sale of Security

When the invested funds are needed in part or in whole for the purpose originally intended or for more optimal investments, LYNX may sell such investments at the then prevailing market rate and place proceeds into the proper account or fund.

11.18 Preemption

Any provision of any special act, municipal or other law which prohibits or restricts a local government entity from complying with Florida Statute 218.415 or any rules adopted under this section is void to the extent of the conflict.

11.19 Continuing Education

The CFO and staff responsible for making investment decisions shall obtain 8 hours of continuing education related to investment practices and products.

11.20 Transfer of Funds

Authorized personnel who can transfer funds: Chief Executive Officer, Chief Financial Officer or Manager of Finance.



Policy: Reserve Policy

Issuing Dept.: Finance

Effective Date: 9/24/20

Approved By:


James E. Harrison, Esq., P.E.
Chief Executive Officer

SCOPE

To document the reserve policy which applies to the LYNX reserves in order to formalize the process and appropriately address the establishment and use of reserves. LYNX' Reserve Policy is based on sound fiscal principles designed to allow LYNX to maintain continuation of operations in adverse conditions. The LYNX Board realizes that it is essential for governments to maintain adequate levels of reserves to mitigate current and future risks such as revenue shortfalls, emergencies, natural disasters, and unanticipated expenditures.

SUMMARY

The Reserve Policy is essential to maintain adequate levels of reserves to mitigate current and future risks and is based on sound fiscal principles. LYNX' Reserves categories are as follows:

- **Reserves for Operations (Cash Reserves)** to be used for short term cash flow purposes.
- **Reserves for Contingency (Emergencies)** to be used in the case of a major storm or other unforeseen disaster. This contingency may also be used to protect the Authority from unexpected cost increases or significant revenue declines which may impact on-going operations.
- **Reserves for Capital Funds and Debt Service** to fund the future infrastructure pertaining to items and/or projects included in the annual capital budget.
- **Reserves for Self-Insurance Programs** to ensure financial viability for Workers Compensation and General Liability Claims.
- **Reserves for Fuel Stabilization** to eliminate some of the pricing volatility and provided budget stabilization in combination with a fuel hedging program.
- **Budget Stabilization Fund** to offset the impact of revenue decline or cost increase during periods of economic uncertainty, natural disaster, pandemic or a declared state of emergency.

AUTHORITY:

Board of Directors



OBJECTIVE: To create a Reserve Fund Policy.

POLICY: This Reserve Fund Policy applies to reserves of the Central Florida Regional Transportation Authority ("**LYNX**" or "Authority").

WHEREAS, the LYNX Board of Directors realize that it is essential for LYNX to maintain adequate levels of reserves to mitigate current and future risks such as revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable customer fares; and

WHEREAS, LYNX' reserve policies are based on sound fiscal principles designed to allow LYNX to maintain continuity of operations in adverse conditions while being mindful of our fiduciary responsibility to Federal, State, and local funding partners; and

WHEREAS, LYNX realizes that adequate reserve fund balance levels are an essential component of LYNX' overall financial management strategy and a key factor in external agencies' measurement of LYNX' financial strength; and

WHEREAS, the Government Finance Officers Association of the United States and Canada (GFOA) recommends a minimum general fund reserve of no less than five to fifteen percent of operating revenues, or no less than one to two months of regular operating expenditures; and

WHEREAS, LYNX lies within a central zone susceptible to hurricane and storm damage; and

WHEREAS, there exists uncertainty in the economic markets around the world, especially in regards to the cost of fuel, taxes, personnel costs, medical insurance costs, and general inflation; and

WHEREAS, LYNX' facilities and fleet require increasing repair and replacement; and

WHEREAS, LYNX wishes to mitigate other forms of uncertainty such as:

- Unanticipated changes in taxes and spending policies of federal, state, and county governments;
- Imposition of mandates by federal, state, and county governments or the courts;
- Financial impacts of labor agreements, particularly those stemming from collective bargaining;
- Financial impacts of workers compensation, general liability, and medical claims;
- Unforeseen increases in energy and fuel costs; and

WHEREAS, clarification is needed as to the amounts to be set forth in each reserve fund balance, reserves, stabilization funds, and rainy day funds, are all used interchangeably, thus leading to misinterpretations.



NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LYNX, AS FOLLOWS:

SECTION 1. The LYNX Board of Directors hereby establishes the following Reserves Fund Policy, pursuant to this Rule and as set forth below. The use of such reserves must be approved by the LYNX Board of Directors.

SECTION 2. Enterprise Fund

The components of the Enterprise Fund Reserves are the following:

1. Reserves for Operations (Cash Reserves)

This Reserve Fund should maintain a reserve of forty-five to sixty days of regular operating expenditures, or fifteen to twenty percent of regular operating expenditures, and can be used for short term cash flow purposes, or to ensure adequate resources for operating purposes at the beginning of the LYNX fiscal year. The cash reserve also helps to protect LYNX in the event it must respond to a natural or man-made disaster. This reserve may also be used to fund one-time capital outlay.

2. Reserves for Contingency (Emergencies)

This Reserve Fund should maintain a contingency reserve at a not to exceed 5% of the total LYNX annual budget. The contingency is commonly known as the emergency reserve to be used in the case of a major storm or other unforeseen disaster. The contingency reserve may also be used to cover unanticipated expenditures of a non-recurring nature, to meet unexpected immediate increases in service delivery costs, and to temporarily maintain service levels in the event that an economic downturn should cause a shortfall in revenues.

3. Reserve for Capital Funds and Debt Service

In the event that the Operating Reserve balance exceeds the amount set forth in this policy, the excess will be transferred to Reserves for Capital. The goal of this Reserve will be to fund future infrastructure that are included in LYNX' annual capital budget. To the extent LYNX is required to maintain any debt service reserves as a part of any loan covenants, this Reserve for Capital could also be used to meet those requirements.

4. Reserve for Self-Insurance Programs

A. Workers Compensation and General Liability Claims

LYNX should maintain, in regard to workers compensation and general liability claims, a reserve equal to 80% to 90% undiscounted confidence level of the annual actuarial study. Risk management programs include workers compensation, bus and auto liability, general liability, and property claims. Due to the nature of workers compensation claims, i.e. extended time frames and uncertainty regarding resolution, the actuary must develop recommended reserves for the fund based on percentage levels of confidence. Because of the inherent risk of catastrophic losses associated with the operation of vehicles, a conservative approach should be taken when establishing the amount of



reserves. LYNX holds to the conservative side of the recommendations, 80%. In addition, should a claim be made against LYNX that is identified subsequent to the actuarial report and prior to the issuance of the Comprehensive Annual Financial Report that is financially material to the fund and highly likely to succeed, additional monies should be added to these reserves to provide adequate funds in reserve. Insurance and safety industry best practices will be employed to militate against these risks.

B. Medical Benefit Claims

Recent history has shown that medical costs for LYNX are escalating at a rate beyond normal growth. The reserve for Medical Benefits Claims should be maintained in accordance with the annual actuarial analysis to ensure financial viability. The State of Florida reserve for self-insured plans is two months (or 16.67%) of projected claims. LYNX should establish a reserve to assist in offsetting the increasing cost of health insurance, with the reserve to be funded via reserving excess revenues to meet the minimum of two months of projected claims. LYNX will procure an actuarial study annually and will take a conservative approach when establishing the amount of reserves required.

5. Reserves for Fuel Stabilization

In 2011, LYNX establish a fuel hedging program to curtail some of the extreme volatility experienced in the price of fuel. The hedging program is not meant to "out-guess" the market for fuel, but rather is an attempt to eliminate some of the pricing volatility and provided budget stabilization. In addition to this hedging program, LYNX should establish a Fuel Stabilization Reserve to provide LYNX, and ultimately our funding partners, some assurance of price and funding stability, as it pertains to the costs of fuel. The reserve will be funded via reserving excess revenues and generally be equal to \$1,000,000.

6. Compensated Absence Reserve

The liability for Compensated Absences (payments to employees who retire or leave LYNX for accumulated benefits) will be fully funded on a current basis unless deemed impractical or unavailable for accounting reasons by the Chief Executive Officer or designee.

7. Replenishment of Reserve Balance

If the reserves are less than the amounts per this Policy, the Chief Executive Officer or designee shall submit a plan to the Board for expenditure reductions and/or revenue increases. The Board shall review and amend the plan as a part of the annual budget review.

All corresponding calculations and interpretation of calculations of a definitive nature will be determined by the Chief Executive Officer or designee.

The policy will be reviewed internally every three years or when deemed necessary by the Finance Department for the possibility of amendments to be presented to the Board.



8. Budget Stabilization Fund

The Budget Stabilization Fund balance equals the aggregate unrestricted net position adjusted for long term liabilities greater than the annual fully funded Authority Reserve (denoted as sections 1-7 above). This stabilization fund was created to:

- Provide liquid financial reserves which could be drawn upon to counteract the risk of serious disturbance to the United States economy or its supporting financial systems,
- Limit the need for LYNX to request funding partner payment advances or borrow operating capital under distressed circumstances with unfavorable repayment terms,
- Allow the budget stabilization fund's resources to remain in interest bearing accounts along with any investment returns which may help to decrease future funding partner annual budgetary contributions,
- Promote a permanent framework which will allow critical operations to continue in the event of natural disaster, pandemic, war or other act of God. This framework should consider possible outcomes from increased reliance on public transportation during and after a root causation event, and after a root causation event, and
- Provide flexibility to make emergency purchases to support the essential nature of the Authority's business for the traveling public and LYNX staff; pending Board of Director approval.

By establishing a separate fund from the existing LYNX Reserve, the Authority will ensure resources are readily available during uncertain times. During periods when LYNX's actual expenditures exceed the adopted operating budget staff would seek Board approval to utilize the Reserve balance before requesting Authorization to balance the budget with stabilization funds. Furthermore, balances held between LYNX Reserve and the Budget Stabilization Fund would be reviewed annually, and any transfers required will be approved by the LYNX Board of Directors. By establishing Board oversight of deposits, withdrawals, and savings targets, the Authority will ensure budget stabilization funds in excess of the LYNX reserve requirement are closely held, adequately managed, and properly monitored.

**PASSED AND DULY ADOPTED BY THE BOARD OF DIRECTORS OF LYNX,
this 24 day of September, 2020.**

BOARD OF DIRECTORS OF LYNX

By: _____


Chairman



Central Florida Regional Transportation Authority
Policies and Procedures

ATTEST:

By: Rose Hernandez