

LYNX Finance & Audit Committee Agenda

Meeting Date: 9/21/2023
Meeting Time: 1:30 PM

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

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

1. Call to Order

2. Approval of Committee Minutes

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3. Public Comments

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


4. Chief Financial Officer Report

5. Consent Agenda






A. Award Contracts














- i.  Authorization to Negotiate a Contract to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for HVAC Systems Replacement & Enhancement at LYNX Central Station and LYNX Operations Center Pg 7

B. Extension of Contracts














- i.  Authorization to Exercise Option Year One on Contract #20-C72 with ADAride.com, LLC for Functional Assessment and Travel Training Services Pg 9

C. Miscellaneous

- i.  Authorization to Negotiate and Award Contract #24-C21 to Palmdale Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through FY2024 Pg 11
- ii.  Authorization to Negotiate and Award Contract #24-C22 to Mansfield Oil Co. for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2024 Pg 13
- iii.  Authorization to Execute Transportation Disadvantaged Coordination Contract Between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2024 Pg 15
- iv.  Authorization to Purchase Seven (7) Mobility Buses for 5310 Sub-Recipients Pg 17
- v.  Authorization to Purchase Up to Seventy (70) Replacement Vehicles for ACCESS LYNX Paratransit Services Pg 19

vi.	 Authorization to Exercise Option Terms on Piggybacking Agreement from Orange County Contract #Y19-1032 for Healthcare Benefits Consultant Services	Pg 21
vii.	 Authorization to Amend the LYNX Defined Contribution Plan for BU Employees Governing Plan Document and Adoption of Resolution No. 23-007	Pg 23
	-Attachments   	
viii.	 Authorization to Amend the LYNX Money Purchase Plan Governing Plan Document and Adoption of Resolution No. 23-008	Pg 37
	-Attachments  	
ix.	 Authorization to Transfer Twenty-Five (25) Computers to The Christian Tech Center Ministries, Inc.	Pg 47
x.	 Authorization to Dispose of Items Accumulated Through the Lost and Found Process	Pg 50
xi.	 Authorization to Auction Surplus Capital Items	Pg 52
xii.	 Authorization to Initiate Public Outreach for Fiscal Year 2024 Proposed Service Changes	Pg 76
xiii.	 Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Cyber Liability Policies	Pg 78

6. Action Items

A.	 Authorization to Enter into the FY2024 Service Funding Agreements with the Regional Funding Partners	Pg 80
	-Attachments   	
B.	 Authorization to Enter into the FY2024 Service Funding Agreements with the Municipal Funding Partners	Pg 166
	-Attachments   	
C.	 Authorization to Enter into the FY2024 Bus Service Agreements	Pg 228
	-Attachments    	

7. Other Business

8. Adjourned

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

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

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

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

DATE: August 17, 2023

TIME: 1:30 p.m.

Members in Attendance:

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

Staff in Attendance:

Leonard Antmann, Chief Financial Officer
Michelle Daley, Director of Finance

1. Call to Order

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

2. Approval of Minutes

Chair Clavijo requested a motion for approval of the July 20, 2023 Finance & Audit Committee meeting minutes. Motion to approve the July 20, 2023 minutes was made by Michelle McCrimmon, second by Jamie Ledgerwood. The minutes were unanimously approved as presented.

3. Public Comments

No members of the public were present to speak.

4. Chief Financial Officer's Report

Chair Clavijo recognized Lenny Antmann, Chief Financial Officer.
Mr. Antmann provided the following updates:

- Driver & Mechanic union and Supervisor union contracts have been negotiated and approved by the union members. The contracts will go to the Board August 24th for approval. They are 3-year contracts with no reopeners.

- Pine Hills project is in final contract negotiations and expect to execute by early next week. It is a fourteen-month build-out expected to start by mid-to-late September.
- The ERP vendor has been selected; the contract is under legal review. This is expected to be an eleven-month implementation.
- Ridership continues to hold steady over the past six months. Fixed Route ridership is averaging mid-50,000 riders per day and Paratransit is averaging 45,000 - 50,000 trips per month.
- Our external auditors are scheduled to begin interim field work the week of August 21st and will return in December for the year-end process.
- The FTA Triennial Review close-out meeting is scheduled the week of August 28th.
- We will come back to this committee in September for review and approval of the FY2024 funding agreements; those will also move forward to Oversight and Board. In September we will go back to the Board for adoption of the FY2024 Operating and Capital Budgets.
- Two items were added to the Oversight/Board agendas after we published:
 - Authorization to Negotiate and Award a Contract to HR Law, P.A. and Jones, Hurley & Hand, P.A. for Workers' Compensation Legal Services
 - Authorization to Increase the Not to Exceed Amount for Contract #23-C72 for the Renovation of the Tool Crib at LOC A and the Wellness Center at LOC B to Include Project Contingency

Mr. Antmann concluded his report.

5. Consent Agenda

Chair Clavijo asked if there were any changes to the Consent. Mr. Antmann stated that he recommends the entire Consent Agenda for approval. Ms. Ledgerwood stated that she will abstain from voting on items 5.C.i.

A. Request for Proposal (RFP)

- i. Authorization to Release a Request for Proposal (RFP) for Architectural and Engineering Services to Support Existing Contracts

B. Extension of Contracts

- i. Authorization to Exercise the First Option Year and Increase the Not to Exceed of Contract #20-C74 with Aramark Uniform & Career Apparel, LLC for Uniform Rental and Laundering Services

C. Miscellaneous

- i. Authorization to Submit the Fiscal Year 2024 Transit Development Plan Annual Progress Report to the Florida Department of Transportation

Tim Jecks made a motion to approve Consent Agenda items 5.A. & B, Second by Michelle McCrimmon. Motion passed unanimously.

Michelle McCrimmon made a motion to approve Consent Agenda items 5.C.i. Second by Kurt Petersen. Motion passed unanimously with Jamie Ledgerwood abstaining.

6. Action Items

A. Approval of the FY2024 Proposed Operating Budget

Mr. Antmann presented the Proposed FY2024 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.

Key Budget Assumptions:

- Maintain FY2023 level of service, no fare increases.
- Federal Preventative Maintenance revenue budgeted at board approved level of \$6.8 million.
- Lines of business to be presented separately.
- Budget for COVID protocols to FY2023 trends.
- Funding Partners contributions based on the approved Regional Funding Model.
- Wages and Benefits are budgeted consistent with funding partners and Board approved Union Labor Agreement increases as well as increase for medical expenses based on current trends.
- We will continue the Fuel Hedging program to stabilize the costs of diesel, unleaded fuel, and compressed natural gas (CNG), investment in low/no emission vehicles and evaluation of hydrogen options.
- The Pine Hills Transfer Station project completion expected FY2024. Southern Operations site selection evaluation is underway. LCS projects include Bay modifications to handle Artic buses and building window replacement.
- We will rollout an improved employee development program and update the organization’s Vision, Mission and Values.

The proposed FY2024 Operating budget is balanced at \$192.4M; a \$9.8M increase over FY2023.

Jamie Ledgerwood made a motion to approve Action Items 6.A., Second by Kurt Petersen. Motion passed unanimously.

B. Approval of the FY2024 Proposed Capital Budget

Mr. Antmann presented the Proposed FY2024 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.

Key Capital Budge Assumptions:

- Continue with fleet replacement to provide safe and reliable service.
- Continue passenger amenities program improvements.
- Provide technological improvements to improve customer experience.
- Facility improvements at LOC and LCS.
- Enhance security infrastructure.
- Construction of Pine Hills Transfer Center.
- Southern Operations land acquisition.

- Terminal C Intermodal design.

The total FY2024 Capital budget is \$134.1M, an increase of \$32M over the approved FY2023 budget. The increase in dollars is due entirely to FY2023 projects that roll over into FY2024.

Michelle McCrimmon made a motion to approve Action Items 6.B., Second by Tim Jecks. Motion passed unanimously.

7. Discussion Items

A. Review of the FY2023 3rd Quarter Operating Results

Mr. Antmann presented the FY2023 3rd Quarter Operating Results.

Total Revenue is \$3.5M favorable and Expenses were favorable \$4.4M to budget through nine months. The combined favorability comes to \$7.9M which reduced our anticipated Change in Net Position from \$23.3M to \$15.3M through nine months.

Customer fares are \$1.4M favorable; the bulk of which is in fixed route.

Interest & Other income is \$2M favorable through nine months due to increased interest rate and slower than anticipated stabilization draw-down.

Wages & Benefits is \$730K favorable to budget attributable to the open position benefits.

Other Services are \$2.7M favorable to budget attributable to professional services, contract maintenance, legal fees, advertising, reduced temporary labor associated with COVID cleaning and security contract.

Fuel is \$1M favorable year-to-date. \$100K favorable on Paratransit associated with fuel hedging program; \$900K favorable on fixed route of which \$700K is associated with a federal CNG fuel tax credit.

Purchased transportation \$580K unfavorable year-to-date due to higher cost of six-month contract extension due to the additional time needed for the RFP process. The newly signed contract with favorable rates is effective June 1, 2023.

Leases & Miscellaneous is \$360K favorable associated with training and travel, and timing of dues/subscriptions.

8. Other Business

None

9. Adjourned

The meeting adjourned at 2:12 p.m.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.A. i

To: LYNX Finance & Audit Committee

From: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Authorization to Negotiate a Contract to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for HVAC Systems Replacement & Enhancement at LYNX Central Station and LYNX Operations Center

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate a contract to Kimley-Horn and Associates, Inc. for Architecture and Engineering Services for HVAC Systems Replacement and Enhancement at LYNX Central Station and LYNX Operations Center.

BACKGROUND:

At the March 23, 2023, Board of Directors meeting, LYNX was authorized to issue a Request for Proposal (RFP) for Architecture and Engineering Services for HVAC replacement and enhancement at LYNX Central Station and LYNX Operations Center.

LYNX operates out of two owned main facilities: the LYNX Central Station, and the LYNX Operations Center. The facilities have HVAC systems of different manufacturers and types that have met their useful life. The units are between sixteen (16) to nineteen (19) years old and have become failure prone and increasingly costly and difficult to maintain. The typical life expectancy on these types of systems averages fifteen (15) to twenty (20) years. In the past three (3) years, LYNX has spent approximately \$240,000 repairing or replacing items related to ensure that the equipment has been able to function.

LYNX is seeking to replace the HVAC systems at both locations with systems of the same name brand manufacturer, with the latest high efficiency and sustainable systems available for building climate-controlled areas.

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The RFP was released on May 30, 2023. All bids were due back on July 28, 2023. A Source Evaluation Committee (SEC) was held on September 11, 2023, to rank the firms. The SEC was instructed to choose three (3) firms with the top ranked firm being the selected to negotiate a contract. The following nine (9) submissions were returned:

Vendors
C & S Engineers, Inc
IntegralEng Consulting Engineers
Kimley-Horn and Associates, Inc
KPI Engineering, Inc
McKim and Creed, Inc
Salas O'Brien Florida, Inc
Setty & Associates, International, PLLC, LLC
SGM Engineering, Inc
VoltAir Consulting Engineers, Inc

The three (3) top ranked firms in terms of ordinal ranking from first to third are:

Vendors
Kimley-Horn and Associates, Inc
McKim and Creed, Inc
C & S Engineers, Inc

LYNX staff recommends negotiation of the contract to Kimley-Horn and Associates, Inc.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The FY2024 Proposed Capital Budget includes \$7,519,039 is available for HVAC Systems Replacement & Enhancement at the LYNX Central Station and the LYNX Operations Center. These funds are 100% Federal.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.B. i

To: LYNX Finance & Audit Committee

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

Phone: 407.841.2279 ext: 6169

Item Name: Authorization to Exercise Option Year One on Contract #20-C72 with ADARide.com, LLC for Functional Assessment and Travel Training Services

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise Option Year One of Contract #20-C72 with ADARide.com, LLC for Functional Assessment 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.

Functional assessments are in-person physical and cognitive assessments that screen ACCESS LYNX applicants' ability to use the fixed route system or NeighborLink service. In addition to the written application, the functional assessment provides an opportunity for new and recertification applicants to explain their circumstances and abilities. 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 service.

By providing travel training, LYNX has the ability to offer additional mobility solutions not only to applicants who have been denied ADA paratransit service, but also to our ADA paratransit eligible customers who want to use the ACCESS Plus+ program for other modes of public transit services.

LYNX Finance & Audit mmittee Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$450,000 for functional assessment and travel training.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. i

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 #24-C21 to Palmdale Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through FY2024

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and award Contract #24-C21 to Palmdale Oil Company, Inc. for fuel delivery of Ultra Low Sulfur Diesel through the end of FY2024.

BACKGROUND:

On July 11, 2023 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 31, 2023, with eight (8) suppliers' submitted bids received.

The current Contract expires on September 30, 2023. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

This is a contract to supply the 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 1.5 million gallons Ultra Low Sulfur Diesel (ULSD).

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The bid results were tabulated as follows:

Ultra Low Sulfur Diesel (ULSD)	
Bid Proposals	ULSD Transportation Adder
Palmdale Oil Company	\$ 0.1893
Sunoco, LLC	\$ 0.1930
Campbell Oil Company	\$ 0.1987
Mansfield Oil Company	\$ 0.2002
Indigo Energy Partners	\$ 0.2057
Saratoga Rack Marketing LLC	\$ 0.2178
World Fuel Service	\$ 0.2430
Colonial Oil Industries	\$ 0.2807

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

Ultra Low Sulfur Diesel (ULSD)	
Bid Proposals	Ordinal Ranking
Palmdale Oil Company	1
Sunoco, LLC	2
Campbell Oil Company	3
Mansfield Oil Company	4
Indigo Energy Partners	5
Saratoga Rack Marketing LLC	6
World Fuel Service	7
Colonial Oil Industries	8

LYNX recommends awarding the contract for Ultra Low Sulfur Diesel (ULSD) Fuel Transportation Services to Palmdale Oil Company, Inc. for the period of October 1, 2023 – September 30, 2024.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$6,073,808 for unleaded and diesel fuel purchases.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. 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 #24-C22 to Mansfield Oil Co. for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2024

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to award contract #24-C22 to Palmdale Oil Company, Inc. for fuel delivery of 87 Octane Unleaded Gasoline through the end of FY2024.

BACKGROUND:

On July 11, 2023 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 31, 2023, with seven (7) suppliers' submitted bids received.

The current Contract expires on September 30, 2023. The bid required suppliers to provide a fixed fee cost per gallon known as an "Adder Fee" to deliver the fuel. The "Adder Fee" is added to the cost of the fuel. The fuel cost is set based on the daily rack average of U.S. Gulf Coast Platts (USGC) index. Other charges include a standard freight rate per gallon, plus a fixed pump off fee for above ground tanks as required.

This is a contract to supply the 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 1.3 million gallons 87 Octane Unleaded gasoline.

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The bid results were tabulated as follows:

87 Octane Gasoline	
Bid Proposals	87 Octane Transportation Adder
Mansfield Oil Company	\$ 0.0350
Saratoga Rack Marketing LLC	\$ 0.0852
World Fuel Service	\$ 0.1060
Palmdale Oil Company	\$ 0.1477
Sunoco, LLC	\$ 0.1764
Colonial Oil Industries	\$ 0.1824
Indigo Energy Partners	\$ 0.2015

The ordinal ranking for the 87 Octane Unleaded gasoline bidders:

87 Octane Gasoline	
Bid Proposals	Ordinal Ranking
Mansfield Oil Company	1
Saratoga Rack Marketing LLC	2
World Fuel Service	3
Palmdale Oil Company	4
Sunoco, LLC	5
Colonial Oil Industries	6
Indigo Energy Partners	7

LYNX recommends awarding the contract for 87 Octane Unleaded Gasoline Fuel Transportation Services to Palmdale Oil Company, Inc. for the period of October 1, 2023 – September 30, 2024.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$6,073,808 for unleaded and diesel fuel purchases.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. iii

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 Execute Transportation Disadvantaged Coordination Contract Between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2024

Date: 9/21/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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Coordinated Agencies:

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.C. iv

To: LYNX Finance & Audit Committee

From: Tiffany Homler Hawkins
Chief Executive Officer
Prahallad Vijayvargiya
(Technical Contact)

Phone: 407.841.2279 ext: 6064

Item Name: Authorization to Purchase Seven (7) Mobility Buses for 5310 Sub-Recipients

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase seven (7) Ford Odyssey E450 7.3L Mobility Buses to be leased to 5310 sub-recipients through the LYNX Vanpool program. These buses will be purchased through a vendor listed on the Florida Department of Management Services State Contract #TRIPS-22-CA-MB-LF-ABC in an amount not to exceed \$1,045,000.

BACKGROUND:

LYNX is the agency designated to administer the FTA's Section 5310 funding program in the urbanized areas of Orlando and Kissimmee. As the designated recipient, LYNX has the responsibility to develop the program of projects, including soliciting projects from non-profit organizations and other eligible entities under Section 5310 to serve seniors and individuals with disabilities. The Section 5310 program is intended to enhance mobility for seniors and persons with disabilities by providing funds for programs to serve the special needs of transit-dependent populations beyond traditional public transportation and Americans with Disabilities Act (ADA) complementary paratransit services.

LYNX received Board authorization on March 23, 2023, to provide Section 5310 sub-recipient funding to six (6) non-profit agencies. Sub-recipients will provide the 50% local match under the Section 5310 grant program. These vehicles will be leased to Sub-recipients under the van pool program.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

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FISCAL IMPACT:

The FY2024 Proposed Capital Budget includes \$1,045,000 for the purchase of sub-recipient vehicles of which 100% of the cost is funded with Federal grants.

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.C. v

To: LYNX Finance & Audit Committee

From: **Norman Hickling**
Director Of Mobility Services
Benjamin Gonzalez
(Technical Contact)

Phone: 407.841.2279 ext: 6169

Item Name: **Authorization to Purchase Up to Seventy (70) Replacement Vehicles for ACCESS LYNX Paratransit Services**

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase a total of Seventy (70) Ford E450 7.3L Turtle Top Odyssey Cutaway Vehicles, with a Not to Exceed (NTE) amount of \$11,100,000.

BACKGROUND:

The requested vehicles will be replacement vehicles in the ACCESS LYNX fleet that have outlived their useful life in both age and mileage. The proposed vehicles will be purchased through the Florida Department of Transportation's Transit Research Inspection Procurement Services (TRIPS) program utilizing the TRIPS-22-CA-MB-LF-ABG contract. The TRIPS program allows transit agencies to procure vehicles at the lowest price possible.

The Turtle Top Odyssey models are built on a Ford Chassis with twelve passenger capacity and two wheelchair securement positions. These vehicles will be outfitted with appropriate lifts, seating, and securement systems to be ADA compliant. Additionally, each vehicle will be outfitted with Safe Fleet Seon 4 camera system paid for by separate grant funding. The vehicles will be similar to those purchased in previous procurements allowing ACCESS LYNX to return to a uniform fleet. The replacement vehicles will lower maintenance costs and enhance the quality of service provided to ACCESS LYNX customers.

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Paratransit Vehicles	Quantity	Cost/Vehicle	Total
Turtle Top Odyssey - Ford E450 7.3L	70	\$154,489	\$10,814,230
Safe Fleet Seon cameras, 4 camera system per unit. Grant	70	*\$3702.00	*\$259,140
Paratransit Vehicle Cost			\$11,073,370

*Procurement funded through separate FTA Grant entitled “Procurement, Installation & Maintenance Surveillance Cameras

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

The FY2024 Proposed Capital Budget includes \$10,500,00 for the purchase of replacement paratransit vehicles and \$573,370 for the purchase of cameras and other equipment. This procurement of paratransit vehicles is contingent upon the allocation of Federal and State funding.

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Consent Agenda Item #5.C. vi

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 Option Terms on Piggybacking Agreement from Orange County Contract #Y19-1032 for Healthcare Benefits Consultant Services

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise a three-month option term with Digital Insurance, LLC, formerly known as RobinsonBush, Inc., for Healthcare Benefits Consulting Services and increase the not to exceed amount to \$432,760.

BACKGROUND:

Since 2012, LYNX has had a Healthcare Benefits Consultant to help analyze costs, trends and work on RFP's as needed for its various health and welfare benefits. In an effort to reduce our costs for this service, it was determined to be more cost effective to piggyback from Orange County Government's health and welfare benefits consultant services contract which was originally done effective October 1, 2014.

On October 23, 2019, the Board of Directors authorized LYNX to enter into a Piggyback Agreement through Orange County Contract #Y19-1032 for Healthcare Benefits Consultant Services with Digital Insurance, LLC, formerly known as RobinsonBush, Inc., for three (3) years with two (1 year) options.

On August 25, 2022 the Board of Directors authorized LYNX to Exercise First Option Year on Piggyback Agreement #Y19-1032 for continued services. During this time, LYNX staff evaluated services and decided to go through a competitive selection process which the Board of Director authorized LYNX to Release a Request for Proposal (RFP) for a Healthcare Benefits Consultant on January 26, 2023.

LYNX Finance & Audit Committee Agenda

On July 27, 2023, the Board of Directors authorized LYNX to Negotiate and Award a Contract to RSC Insurance Brokerage, Inc. (RSC) for Healthcare Benefits Consultant Services. Contract negotiations could not be finalized in time for RSC to assist with LYNX open enrollment period. In order to ensure a seamless open enrollment process, staff is requesting to extend the current Healthcare Benefits Consultant, Digital Insurance, LLC for a period of three months through the existing Orange County Piggybacking Agreement.

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$105,600 for Healthcare Benefits Consultant Services.

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.C. vii

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 Amend the LYNX Defined Contribution Plan for BU Employees Governing Plan Document and Adoption of Resolution No. 23-007

Date: 9/21/2023

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution No. 23-007 ("Resolution") to approve an amendment to the governing plan document for the LYNX Defined Contribution Plan for BU Employees, and the Board of Directors' ratification of the Chief Executive Officer or her designee's waiver of collective bargaining in connection with one provision of the amendment.

BACKGROUND:

Description of the Plan: The LYNX Defined Contribution Plan for BU Employees ("Plan") was implemented effective March 1, 2014, to provide tax-qualified, defined contribution retirement benefits for employees represented by the Amalgamated Transit Union AFL-CIO Local 1596 ("Union") who do not participate in the closed defined benefit pension plan.

CBA Provisions Concerning the Plan: A long-standing, collectively-bargained term between LYNX and the Union states, in pertinent part, "Any changes to the . . . Plan after its implementation shall be negotiated by the parties."

Proposed Plan Amendments to Employer Contributions: From time to time it may be necessary or desirable to amend the employer contribution provisions of the Plan to provide a retirement benefit that is competitive in light of the overall compensation packages offered to employees and current market conditions for recruitment and retention of employees.

The Plan currently provides that eligible employees receive an employer nonelective contribution equal to 6% of eligible pay. Additionally, employees who voluntarily choose to

LYNX Finance & Audit Committee Agenda

make an elective deferral of up to 3% from their paycheck (deposited to a different plan sponsored by LYNX) receive an employer matching contribution to this Plan at a rate of 50%. Thus, the maximum possible employer matching contribution is equal to 1.5% of eligible pay (this is 50% of 3%). Combined, the current maximum total employer contribution is 7.5% of eligible pay (6% nonelective plus 1.5% match).

During recent collective bargaining, LYNX and the Union tentatively agreed upon changes to the employer contribution provisions of the Plan. The Board of Directors approved the tentative agreement at its August 24, 2023 meeting and authorized the Chief Executive Officer to enter into a definitive agreement with the Union.

As part of the agreement, LYNX and the Union have agreed to an increase in the employer non-elective contribution from 6% to 7% of eligible pay. LYNX and the Union have also agreed to increase the employer matching contribution rate from 50% to 100%, such that the maximum possible employer matching contribution is equal to 3% of eligible pay (this is 100% of 3%). Thus, under the agreement, the combined maximum total employer contribution increases from 7.5% to 10% of eligible pay (7% nonelective plus 3% match).

Proposed Plan Amendment Regarding Forfeiture Administration: From time to time, it is necessary or desirable to amend provisions of the Plan to reflect current Plan terms in operation.

Currently, the Plan provides that a participant does not become vested in any employer contributions made to the participant's Plan account until the participant has completed 5 years of employment service with LYNX. Participants who terminate employment prior to completing the service requirement forfeit their employer contributions. The forfeitures are then used to pay reasonable Plan administration expenses or to offset future employer contributions due to other participants.

In 2022, the Plan transitioned from the MassMutual recordkeeping platform to the Voya recordkeeping platform. There is an unexpected Voya system limitation that is preventing Plan forfeitures from being timely administered. Voya has advised that in order to continue the same administration of forfeitures as was in effect when the Plan was on the MassMutual platform, Voya needs LYNX to adopt a Plan document amendment specifying that forfeitures may be processed as soon as reasonably practical after the date the participant severs employment.

Fiduciary Review and Recommendation: The Board of Trustees for the Plan does not have authority over employer contribution rate changes that LYNX and the Union have negotiated, and therefore the Board of Trustees for the Plan has not been asked to comment on the proposed Plan amendments to the employer contribution provisions. However, the Board of Trustees for the Plan is aware of them. Additionally, the Board of Trustees for the Plan has reviewed the Voya system limitation that is preventing timely processing of forfeitures and has reviewed Voya's proposed solution of a Plan document amendment, with different Voya system programming to apply under the Plan document amendment. The Board of Trustees for the Plan has recommended to LYNX and the Union that the Plan amendment to the forfeiture provisions be adopted to resolve the Plan forfeiture administration issue.

LYNX Finance & Audit Committee Agenda

Collective Bargaining Waiver: The bargaining representatives for LYNX and the Union have waived bargaining over the proposed Plan amendment regarding forfeiture administration. A copy of documentation of the waivers is attached to this memorandum as Exhibit "1".

Governing Plan Document Amendment: All proposed Plan amendments are formally set forth in a document titled Amendment Number One to the LYNX Defined Contribution Plan for BU Employees, which is attached as Exhibit "A" to the Resolution and has a proposed effective date of October 8, 2023.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The increased cost from this plan amendment will be covered through a combination of savings from other categories and projected increases in revenue.

CFRTA RESOLUTION NO. 23-007

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE
GOVERNING PLAN DOCUMENT FOR THE LYNX DEFINED
CONTRIBUTION PLAN FOR BU EMPLOYEES**

WHEREAS, LYNX, as the sponsoring employer, previously established the LYNX Defined Contribution Plan for BU Employees ("Plan") effective March 1, 2014, and last amended and restated the Plan's governing documents in their entirety effective January 1, 2022; and

WHEREAS, LYNX has the right to further amend the Plan's governing documents, provided that any amendment that is specifically governed by the terms of an applicable collective bargaining agreement must be in compliance therewith; and

WHEREAS, from time to time it is necessary or desirable to amend the Plan to change employer contributions and to reflect current Plan operations; and

WHEREAS, LYNX wishes to amend the Plan to change employer contributions and to reflect current Plan operations, through adoption of an Amendment Number One to the LYNX Defined Contribution Plan for BU Employees in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The amendment of the LYNX Defined Contribution Plan for BU Employees contained in the Amendment Number One to the LYNX Defined Contribution Plan for BU Employees attached hereto as Exhibit "A" is hereby approved and adopted.
2. The LYNX CEO is hereby authorized and directed to execute the Amendment Number One to the LYNX Defined Contribution Plan for BU Employees attached hereto as Exhibit "A", for and on behalf of LYNX.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.

CFRTA RESOLUTION NO. 23-007

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE
GOVERNING PLAN DOCUMENT FOR THE LYNX DEFINED
CONTRIBUTION PLAN FOR BU EMPLOYEES**

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

APPROVED AND ADOPTED this ____ day of _____, 2023 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chair

ATTEST:

Secretary

Kershner, Carolyn (Ptrn-Ftl)

From: Kershner, Carolyn (Ptrn-Ftl)
Sent: Wednesday, August 9, 2023 3:56 PM
To: 'Seegers, James W.'
Cc: BAnderson@golynx.com
Subject: RE: LYNX - DC BU Plan - proposed Plan Amendment re: forfeiture administration - REQUEST FOR WAIVER OF BARGAINING

Thank you, Jay. And you have also verbally told me that LYNX Management waives bargaining as well. Therefore, I will work with Brian to move the proposed Plan document amendment forward to the Board of Directors.

Carolyn

Carolyn M. Kershner

Partner
Akerman LLP | 201 East Las Olas Boulevard, Suite 1800 | Ft. Lauderdale, FL 33301
D: 954 759 8940
carolyn.kershner@akerman.com

From: Seegers, James W. <jseegers@bakerlaw.com>
Sent: Wednesday, August 9, 2023 3:54 PM
To: Kershner, Carolyn (Ptrn-Ftl) <carolyn.kershner@akerman.com>
Cc: BAnderson@golynx.com
Subject: Re: LYNX - DC BU Plan - proposed Plan Amendment re: forfeiture administration - REQUEST FOR WAIVER OF BARGAINING

[External to Akerman]

ATU President and Business Agent Delgado has informed me that the Union waives bargaining over the issue.

Sent from my iPhone

On Aug 9, 2023, at 3:16 PM, carolyn.kershner@akerman.com wrote:

[External Email: Use caution when clicking on links or opening attachments.]

Hi Jay,

Hope you're well.

The purpose of this e-mail is to request that ATU 1596 and LYNX Management waive bargaining over a proposed administrative amendment to the LYNX Defined Contribution for BU Employees ("Plan").

There is a Voya system limitation that is preventing Plan forfeitures from being timely administered. Voya has said that in order to continue the same administration of forfeitures as was in effect when the Plan was on the MassMutual platform, Voya needs LYNX to adopt a Plan document amendment. The proposed amendment is:

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

- Timing of Forfeitures.** Except as provided in Plan Section 1.21, a Forfeiture will occur:
- a. N/A (may only be selected if all contributions are fully Vested (default provision))
 - b. As of the earlier of (1) the last day of the Plan Year in which the former Participant experiences a Break in Service, or (2) the distribution of the entire Vested portion of the Participant's account
 - c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive calendar days of absence from work
 - d. As soon as reasonably practical after the date the Participant severs employment

Below is the email string with Voya about this subject.

At the public meeting of the Plan's Board of Trustees yesterday (Tues. 8/9/2023), the Trustees unanimously voted to recommend to LYNX and ATU 1596 to amend the Plan document as Voya has specified.

Would you please contact the ATU 1596 bargaining representative or legal counsel, as applicable, and let me know if ATU 1596 and LYNX Management both agree to waive bargaining over this proposed administrative amendment to the Plan document.

Thank you,

Carolyn

Carolyn M. Kershner

Partner

Akerman LLP | 201 East Las Olas Boulevard, Suite 1800 | Ft. Lauderdale, FL 33301

D: 954 759 8940

carolyn.kershner@akerman.com

From: Briggs, D. (Devon) <Devon.Briggs@voya.com>

Sent: Monday, July 17, 2023 11:58 AM

To: Kershner, Carolyn (Ptnr-Ftl) <carolyn.kershner@akerman.com>; Ransom, K. (Keista) <Keista.Ransom@voya.com>

Cc: BAnderson@golynx.com

Subject: RE: LYNX - 401(a) plan forfeiture administration - CONFIRMATION

[External to Akerman]

Hi Carolyn,

Yes, that is correct.

I will forward this email as well to our technical service team to draft the plan amendment.

Please include Voya Plan number on subject line of all emails

Thank you,

Devon Briggs

Plan Manager

Voya Financial®

One Orange Way Windsor, CT 06095

Tel: 860-907-8344 Fax: 800.643.8143

Email: Devon.Briggs@voya.com

<http://voya.com>

Registered Representative of Voya Financial Partners, LLC (member SIPC).

Please Note: Do not send any transaction request forms to my email address as they cannot be processed in that manner. Please fax all transaction request forms to 1-800-643-8143

Great News! Voya's Request Management Center can be accessed directly from your Voya website homepage. Use it to open, update or close a request; view progress, history and actions taken; attach documents and view documents attached by Voya; receive acknowledgements, notifications and alerts; and gain access to reports and activity metrics.

From: carolyn.kershner@akerman.com <carolyn.kershner@akerman.com>
Sent: Monday, July 17, 2023 11:40 AM
To: Ransom, K. (Keista) <Keista.Ransom@voya.com>
Cc: Briggs, D. (Devon) <Devon.Briggs@voya.com>; BAnderson@golynx.com
Subject: LYNX - 401(a) plan forfeiture administration - CONFIRMATION

Hi Keista,

Thank you to you and Devon for your time today.

Following up on our call:

We understand that different programming can have unexpected, different results when a plan is moved from one provider's platform to another.

In the instant situation, due to Voya system programming, forfeitures cannot be administered in the same way as they had been administered since Plan inception at MassMutual under the current Voya Adoption Agreement selection. This is the case notwithstanding that the current Voya Adoption Agreement selection, plus the underlying Base Plan Document provisions, are the ones that are substantively similar to the corresponding provisions in the prior-adopted MassMutual Plan document. Rather, due to Voya internal control limitations, to continue the same administration of forfeitures that has always applied, Voya would need LYNX to adopt a Plan amendment that de-selects Voya Adoption Agreement section 29.b. and instead selects Adoption Agreement section 29.d. Once LYNX adopts that Plan amendment, then the same administration of forfeitures will continue.

Would you please reply back to me to confirm my understanding is correct, and then Brian and I will initiate procedures for the Adoption Agreement amendment.

Thanks again,

Carolyn

Carolyn M. Kershner

Partner

Akerman LLP | 201 East Las Olas Boulevard, Suite 1800 | Ft. Lauderdale, FL 33301

D: 954 759 8940

carolyn.kershner@akerman.com

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AMENDMENT NUMBER ONE TO THE LYNX DEFINED CONTRIBUTION PLAN FOR BU EMPLOYEES

BY THIS AGREEMENT, LYNX Defined Contribution Plan for BU Employees (herein referred to as the "Plan") is hereby amended as follows effective October 8, 2023, except as otherwise provided herein:

24. The section of the Adoption Agreement entitled "EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)" is amended as follows:

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. [] Discretionary contribution (no groups). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
b. [] Discretionary contribution (Grouping method). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1. [] Each Participant constitutes a separate classification.
2. [] Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
The allocation method will be: [] pro rata based on Compensation
[] equal dollar amounts (per capita)

Classification B will consist of _____
The allocation method will be: [] pro rata based on Compensation
[] equal dollar amounts (per capita)

Classification C will consist of _____
The allocation method will be: [] pro rata based on Compensation
[] equal dollar amounts (per capita)

Classification D will consist of _____
The allocation method will be: [] pro rata based on Compensation
[] equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. [] Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
b. [] Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
c. [] Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
d. [] One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

- c. [X] Fixed contribution equal to (only select one):
1. [] _____% of each Participant's Compensation for each:
a. [] Plan Year
b. [] calendar quarter
c. [] month
d. [] pay period
e. [] week
2. [] \$_____ per Participant.

3. \$ _____ per Hour of Service worked while an Eligible Employee
- a. up to _____ hours (leave blank if no limit)
4. other: the Employer will make a fixed nonelective contribution of seven percent (7%) of each Eligible Employee's Compensation each pay period (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) **NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d. **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. Sick leave
2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
- a. The Former Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. The Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)
- AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)**
1. Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2. Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
5. Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. the Employer only
- c. both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution

type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

26. The section of the Adoption Agreement entitled "EMPLOYER MATCHING CONTRIBUTIONS" is amended as follows:

A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. Elective deferrals to a **457 plan**. Enter Plan name(s): LYNX Deferred Compensation Plan
- b. Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. Voluntary Employee Contributions
- d. Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

- e. **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's "matched Employee contributions"
 - 1. that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2, if applicable):
 - 2. plus an additional matching contribution of a discretionary percentage determined by the Employer,
 - a. but not to exceed _____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

g. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

- 1. vesting purposes
- 2. eligibility purposes

h. **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1, if applicable.)

1. **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and

the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i. **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.
NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j. Other: The Employer will make fixed matching contributions in a uniform rate of one hundred percent (100%) of each Eligible Employee's "matched Employee contributions" each pay period that do not exceed three percent (3%) of the Eligible Employee's Compensation for that pay period (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. The section of the Adoption Agreement entitled "MATCHING CONTRIBUTION PROVISIONS" is amended as follows:

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. N/A (no Plan specific limit on the amount of matching contribution)
- b. \$_____.
- c. 3.0 % of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- d. the Plan Year (potential annual true-up required)
- e. each payroll period (no true-up)
- f. each month (potential monthly true-up required)
- g. each Plan Year quarter (potential quarterly true-up required)
- h. each payroll unit (e.g., hour) (no true-up)
- i. Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

29. The section of the Adoption Agreement entitled "FORFEITURES" is amended as follows:

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.

- c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. added to the Employer contribution and allocated in the same manner
- f. used to reduce any Employer contribution
- g. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. other: First used to pay plan expenses and then used to reduce any Employer contributions. Forfeitures of Employer matching contributions will be treated the same as forfeitures of Employer contributions that are not matching contributions. (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

The Employer executes this Amendment on the date specified below.

Central Florida Regional Transportation Authority d/b/a LYNX

Date: _____

By: _____
 EMPLOYER
 By: Tiffany Homler Hawkins, Chief Executive Officer

LYNX Finance & Audit mmittee Agenda

Consent Agenda Item #5.C. viii

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 Amend the LYNX Money Purchase Plan Governing Plan Document and Adoption of Resolution No. 23-008

Date: 9/21/2023

ACTION REQUESTED:

Staff is seeking the Board of Directors' adoption of Resolution No. 23-008 ("Resolution") to approve an amendment to the governing plan document for the LYNX Money Purchase Plan.

BACKGROUND:

Description of the Plan: The LYNX Money Purchase Plan ("Plan") provides tax-qualified retirement benefits to LYNX's administrative employees and employees represented by the Amalgamated Transit Union Local 1749 (commonly referred to as the "supervisors' union").

Proposed Plan Amendments to Employer Contributions: From time to time it is necessary or desirable to amend the employer contribution provisions of the Plan to provide a retirement benefit that is competitive in light of the overall compensation packages offered to employees and current market conditions for recruitment and retention of employees.

The Plan currently provides that eligible employees who were hired or rehired by LYNX *on or after* October 1, 2013 receive an employer nonelective contribution equal to 6% of eligible pay. Additionally, such employees who voluntarily choose to make an elective deferral of up to 3% from their paycheck (deposited to a different plan sponsored by LYNX) receive an employer matching contribution to this Plan at a rate of 50%. Thus, the maximum possible employer matching contribution is equal to 1.5% of eligible pay (this is 50% of 3%). Combined, the current maximum total employer contribution is 7.5% of eligible pay (6% nonelective plus 1.5% match).

Staff has proposed that the Plan be amended to increase the employer nonelective contribution from 6% to 7% of eligible pay. Staff has also proposed that the Plan be amended to increase the

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employer matching contribution rate from 50% to 100%, such that the maximum possible employer matching contribution would be equal to 3% of eligible pay (this is 100% of 3%). Thus, under the proposal, the combined maximum total employer contribution would increase from 7.5% to 10% of eligible pay (7% nonelective plus 3% match).¹

The proposed changes to the employer contributions mirror those that were recently collectively-bargained for implementation in the LYNX Defined Contribution Plan for BU Employees ("DC BU Plan"), which is the defined contribution retirement plan that applies to certain employees represented by Amalgamated Transit Union Local 1596 (the "drivers/maintenance union").

Proposed Plan Amendment Regarding Forfeiture Administration: From time to time, it is necessary or desirable to amend provisions of the Plan to reflect current Plan terms in operation.

Currently, the Plan generally provides that a participant does not become vested in any employer contributions made to the participant's Plan account until the participant has completed 5 years of employment service with LYNX. Participants who terminate employment prior to completing the service requirement forfeit their employer contributions. The forfeitures are then used to pay reasonable Plan administration expenses or to offset future employer contributions due to other participants.

In 2022, the Plan transitioned from the MassMutual recordkeeping platform to the Voya recordkeeping platform. There is an unexpected Voya system limitation that is preventing Plan forfeitures from being timely administered. Voya has advised that in order to continue the same administration of forfeitures as was in effect when the Plan was on the MassMutual platform, Voya needs LYNX to adopt a Plan document amendment specifying that forfeitures may be processed as soon as reasonably practical after the date the participant severs employment.

Governing Plan Document Amendment: All proposed Plan amendments are formally set forth in a document titled Amendment Number Two to the LYNX Money Purchase Plan, which is attached as Exhibit "A" to the Resolution and has a proposed effective date of October 8, 2023.

Fiduciary Review and Recommendation: The Administrative Committee for the Plan does not have authority concerning the level of benefits that the employer chooses to provide under the Plan and therefore has not been asked to comment on the proposed Plan amendments to the employer contribution provisions. However, the Administrative Committee for the Plan has reviewed the Voya system limitation that is preventing timely processing of forfeitures and has reviewed Voya's proposed solution of a Plan document amendment, with different Voya system programming to apply under the Plan document amendment. The Administrative Committee for the Plan has recommended that LYNX adopt the Plan amendment to the Plan's forfeiture provisions to resolve the Plan forfeiture administration issue.

Collective Bargaining: Under the current collective bargaining agreement with the supervisors' union, employees represented by that union participate in the Plan on the same terms and

¹ The Plan currently provides that eligible employees who were hired or last rehired by LYNX *prior to* October 1, 2013 (referred to as "grandfathered employees") receive an employer nonelective contribution equal to twelve percent (12%) of eligible pay. No other type of employer contribution is provided to grandfathered employees. No change is proposed to the employer contribution provisions for grandfathered employees.

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conditions that apply to the administrative employees generally. Further, under the current collective bargaining agreement with the supervisors' union, LYNX has the right to amend the Plan, and any Plan amendment that applies to all administrative employees will automatically also apply to all employees who are represented by that union. Since the proposed Plan amendments would apply to all administrative employees, they would automatically also apply to all employees represented by the supervisors' union, without the need for collective bargaining.

While no collective bargaining is required in order to implement the proposed Plan amendments, the supervisors' union is aware of the proposed Plan amendments and is supportive of them. Further, with respect to the proposed changes to the Plan's employer contributions, the supervisors' union had specifically requested in recently collective bargaining that LYNX consider making the changes for fairness and consistency with the increased employer contributions being implemented under the DC BU Plan for certain employees represented by the drivers/maintenance union.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The increased cost from this plan amendment will be covered through a combination of savings from other categories and projected increases in revenue.

CFRTA RESOLUTION NO. 23-008

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE
GOVERNING PLAN DOCUMENT FOR THE LYNX MONEY PURCHASE
PLAN**

WHEREAS, LYNX, as the sponsoring employer, previously established the LYNX Money Purchase Plan ("Plan") effective October 1, 1993, amended and restated the Plan's governing documents in their entirety effective January 1, 2022, and further amended the Plan's governing document effective January 26, 2023; and

WHEREAS, LYNX has the right to further amend the Plan's governing documents at any time; and

WHEREAS, from time to time it is necessary or desirable to amend the Plan to change employer contributions and to reflect current Plan operations; and

WHEREAS, LYNX wishes to amend the Plan to change employer contributions and to reflect current Plan operations, through adoption of an Amendment Number Two to the LYNX Money Purchase Plan in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The amendment of the LYNX Money Purchase Plan contained in the Amendment Number Two to the LYNX Money Purchase Plan attached hereto as Exhibit "A" is hereby approved and adopted.
2. The LYNX CEO is hereby authorized and directed to execute the Amendment Number Two to the LYNX Money Purchase Plan attached hereto as Exhibit "A", for and on behalf of LYNX.
3. The LYNX CEO, with such assistance as she may require from the Plan's Administrative Committee, the Plan's Board of Trustees, and/or LYNX Human Resources, Finance, or Accounting personnel, is authorized and directed to take all other action as she determines necessary or desirable to effectuate these resolutions.
4. Any and all actions heretofore or hereinafter taken by the Plan's Administrative Committee, the Plan's Board of Trustees, the LYNX CEO, and/or LYNX Human Resources, Finance, or Accounting personnel in connection with any and all of the matters addressed in these resolutions are hereby confirmed and ratified as properly authorized acts of LYNX.

CFRTA RESOLUTION NO. 23-008

**RESOLUTION OF THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY (d/b/a/ LYNX) TO AMEND THE
GOVERNING PLAN DOCUMENT FOR THE LYNX MONEY PURCHASE
PLAN**

APPROVED AND ADOPTED this ____ day of _____, 2023 by the
Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chair

ATTEST:

Secretary

AMENDMENT NUMBER TWO TO THE LYNX MONEY PURCHASE PLAN

BY THIS AGREEMENT, LYNX Money Purchase Plan (herein referred to as the "Plan") is hereby amended as follows effective October 8, 2023, except as otherwise provided herein:

24. The section of the Adoption Agreement entitled "EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)" is amended as follows:

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. [] Discretionary contribution (no groups). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
b. [] Discretionary contribution (Grouping method). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group.
1. [] Each Participant constitutes a separate classification.
2. [] Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____

The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)

Classification B will consist of _____

The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)

Classification C will consist of _____

The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)

Classification D will consist of _____

The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. [] Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year.
b. [] Months in each classification. Pro rata based on the number of months the Participant spent in each classification.
c. [] Days in each classification. Pro rata based on the number of days the Participant spent in each classification.
d. [] One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.

c. [X] Fixed contribution equal to (only select one):

- 1. [] _____% of each Participant's Compensation for each:
a. [] Plan Year
b. [] calendar quarter
c. [] month
d. [] pay period
e. [] week

2. \$ _____ per Participant.
3. \$ _____ per Hour of Service worked while an Eligible Employee
- a. up to _____ hours (leave blank if no limit)
4. other: the fixed Employer Contribution is 7% of each Participant's Plan Compensation per pay period for Participants who were hired or re-hired as Eligible Employees by the Employer on or after October 1, 2013. For Participants who were hired or last hired as Eligible Employees by the Employer prior to October 1, 2013, the fixed Employer Contribution is 12% of each Participant's Plan Compensation per pay period (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b))
- NOTE:** Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
- d. **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. Sick leave
2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
- a. The Former Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
- a. The Employee must be at least age _____ (e.g., 55)
- b. The value of the sick and/or vacation leave must be at least \$ _____ (e.g., \$2,000)
- c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
- d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
- e. **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

1. Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2. Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
5. Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
- b. the Employer only
- c. both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute _____% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). **NOTE:** Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

26. The section of the Adoption Agreement entitled "EMPLOYER MATCHING CONTRIBUTIONS" is amended as follows:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):

- a. Elective deferrals to a **457 plan**. Enter Plan name(s): LYNX Deferred Compensation Plan
- b. Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
- c. Voluntary Employee Contributions
- d. Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

- e. **Fixed - uniform rate/amount.** The Employer will make matching contributions equal to 100 % (e.g., 50) of the Participant's "matched Employee contributions"
1. that do not exceed 3 % of a Participant's Compensation (leave blank if no limit)
Additional matching contribution (choose 2. if applicable):
2. plus an additional matching contribution of a discretionary percentage determined by the Employer,
a. but not to exceed _____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

- f. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- g. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____ %
_____	_____ %
_____	_____ %

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. vesting purposes
2. eligibility purposes

- h. **Flexible Discretionary Match.** (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.

The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)

1. **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.

- i. **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12. **NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- j. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. The section of the Adoption Agreement entitled "MATCHING CONTRIBUTION PROVISIONS" is amended as follows:

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
- a. N/A (no Plan specific limit on the amount of matching contribution)
 - b. \$_____.
 - c. 3.0 % of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
- d. the Plan Year (potential annual true-up required)
 - e. each payroll period (no true-up)
 - f. each month (potential monthly true-up required)
 - g. each Plan Year quarter (potential quarterly true-up required)
 - h. each payroll unit (e.g., hour) (no true-up)
 - i. Other (specify): _____ The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions

will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.

29. The section of the Adoption Agreement entitled "FORFEITURES" is amended as follows:

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
- b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
- c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
- d. As soon as reasonably practical after the date the Participant severs employment.

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- e. added to the Employer contribution and allocated in the same manner
- f. used to reduce any Employer contribution
- g. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
- h. other: First used to pay plan expenses and then used to reduce any Employer contribution. Forfeitures of Employer matching contributions will be treated the same as forfeitures of Employer contributions. (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

The Employer executes this Amendment on the date specified below.

Central Florida Regional Transportation Authority d/b/a LYNX

Date: _____

By: _____

EMPLOYER

By: Tiffany Homler Hawkins, Chief Executive Officer

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. ix

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 Twenty-Five (25) Computers to The Christian Tech Center Ministries, Inc.**

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to transfer twenty-five (25) computers to The Christian Tech Center Ministries, Inc.

BACKGROUND:

LYNX staff has identified twenty-five (25) computers for retirement. The Christian Tech Center Ministries, Inc. has expressed an interest in receiving the LYNX retired computers to provide free technology services to out of work individuals, under privileged families, and socially disadvantaged communities. The Christian Tech Center Ministries, Inc. has provided the IRS for showing their designation as an exempt organization under IRC Section 501(c)(3).

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

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

LYNX Finance & Audit Committee Agenda

Asset Profile

Acquisition Date	Acquisition Value	Class	Company Asset Number	Description	Mfg Serial No	System Number	Net Book as of 8/17/23
02/08/2009	\$1,482	CE	9077	Dell OptiPlex 960	93N34J1	12927	\$0
02/08/2009	\$2,890	CE	9085	Dell Computer	8EKSA43974	12935	\$0
02/08/2009	\$2,890	CE	9086	Dell Computer	8EKSA44235	12936	\$0
01/14/2010	\$4,730	CE	9310	Dell Latitude E6400XFR		13290	\$0
02/07/2011	\$2,061	CE	9579	Dell Computer		13684	\$0
05/31/2011	\$3,393	CE	9687	Panasonic Toughbook CF31	1EYB67095	13784	\$0
06/01/2011	\$844	CE	9690	Dell 2120 Netbook and Case		13813	\$0
11/01/2012	\$1,317	CE	10575	Dell E6530 Computer	BK9G8W1	15291	\$0
03/31/2014	\$3,761	CE	11998	DELL THOUGHBOOK LATTITUDE E6420 XFR	D48XKZ1	17337	\$0
08/11/2015	\$5,842	FE	13075	Dell Toughbook	7KPNY1	18623	\$0
01/02/2016	\$2,507	FE	13747	Microsoft Surface Book	28485155354	19138	\$0
08/30/2016	\$4,842	FE	13717	Dell Latitude 14 Rugged Extreme 7414	FC1WNY1	19472	\$0
08/30/2016	\$4,842	FE	13179	Dell Latitude 14 Rugged Extreme 7414	HCWNY1	19474	\$0
09/13/2016	\$2,800	FE	13721	Dell XPS 15		19502	\$0
12/20/2016	\$1,474	FE	13979	Dell 7040 Computer	JHSMND2	19790	\$0
12/20/2016	\$1,474	FE	13987	Dell 7040 Computer	JHRLND2	19798	\$0
01/03/2017	\$5,204	FE	14004	Dell Rugged Extreme computer with Car Cradle	BPSQG92	19860	\$0
02/08/2017	\$1,576	FE	14798	Dell 7040 Computer	D3T8DH2	20031	\$0
02/08/2017	\$1,576	FE	14789	Dell 7040 Computer	D3R7DH2	20040	\$0
03/04/2017	\$1,576	FE	14841	Dell 7040 Computer	4T8CDH2	20070	\$0

LYNX Finance & Audit mmittee Agenda

03/04/2017	\$1,576	FE	14846	Dell 7040 Computer	4T7ZCH2	20075	\$0
03/04/2017	\$1,576	FE	14855	Dell 7040 Computer	4T9BDH2	20084	\$0
03/04/2017	\$1,576	FE	14860	Dell 7040 Computer	4T8YCH2	20089	\$0
03/04/2017	\$1,576	FE	14861	Dell 7040 Computer	4T91DH2	20090	\$0
03/04/2017	\$1,576	FE	14863	Dell 7040 Computer	4T7XCH2	20092	\$0
Total	\$64,961						\$0

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net book value of the twenty-five (25) computers is \$0.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. x

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 Dispose of Items Accumulated Through the Lost and Found Process**

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to retire, transfer, discard, donate, recycle or sell at public auction, surplus Lost and Found items such as: handbags, books, phones, keys, backpacks, etc.

BACKGROUND:

LYNX makes a reasonable attempt to find the rightful owner of any lost or abandoned property patrons leave on its buses and or facilities. If the articles are unclaimed after a 90-day holding period, the articles become property of LYNX per Chapter 705, Florida Statutes (1996).

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus assets. Prior to being auctioned, all electronic devices and cell phones are deleted or erased of personal data by the Auctioneer per contract. Electronic devices and cell phones which cannot be deleted or erased are recycled and shredded by the auctioneer in accordance with all local, state and federal regulations at no cost to LYNX.

See below for a summary of the Lost and Found Articles. A detailed listing of the items being auctioned is available upon request.

LYNX Finance & Audit Committee Agenda

Lost and Found Articles Items to Donate or Auction

Article	Count of Article
Cellphone	235
Bag/Backpack	181
Bike	120
Clothing	113
Wallet/Purse	97
Electronics	95
Glasses	81
Umbrella	69
Case	29
Book	24
Cane/Wheelchair	19
Thermos/Mug/Cooler	16
Toy	11
Jewelry	10
Luggage	9
Watch	9
Footwear	8
Laptop	6
CD/DVD	3
Cushion	2
Fishing Rod	2
Lock	2
Perfume/Cologne	2
Picture Frame	2
Tool	2
Cart	1
Chair	1
Stool	1
Stroller	1
Grand Total	1151

DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The net proceeds from this sale will be included in LYNX's FY2023 non-operating revenue.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. xi

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: 9/21/2023

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. Prior to being auctioned, all electronic devices are deleted or erased of personal data. Electronic devices which cannot be deleted or erased are recycled and shredded in accordance with all local, state and federal regulations.

This year's auction is scheduled for May 2023. 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 2 Other Vehicles that have reached the end of their useful life and exceed the FTA mileage requirement.

Revenue Vehicles:

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

- There is 1 Revenue Vehicle that has reached the end of their useful life and exceeds the FTA mileage requirement.

Surplus Equipment:

Surplus equipment with a total net book value of \$0

LYNX Finance & Audit Committee Agenda

Categorical Totals

Category	Acquisition Value	Net Book Value
Surplus Equipment	\$939,678	\$0
Other Vehicles	\$54,960	\$0
Revenue Vehicles	\$570,928	\$0
GRAND TOTAL	\$1,565,566	\$0

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

The total net book value of the surplus items is \$0. The higher of the net book value or the net proceeds from the sale of any item may be due to the Federal Transit Administration (FTA) in FY2024.

Sys No	Co Asset No	Description	Class	Acquisition Date	Est Life	Acquisition Value	Net Book Value
013415	28-310	35' LF BRT Hybrid - G30B102N4	RV	09/14/10	9	\$ 570,928	0
		Subtotal Revenue Vehicles				\$ 570,928	0
Sys No	Co Asset No	Description	Class	Acquisition Date	Est Life	Acquisition Value	Net Book Value
017948	41584	CHEVY TRAVERSE 7 PASSENGER 2015	OV	09/29/14	4	\$27,480	0
017949	41589	CHEVY TRAVERSE 7 PASSENGER 2015	OV	09/29/14	4	\$27,480	0
		Subtotal Support Vehicles				\$54,960	0
Sys No	Co Asset No	Description	Class	Acquisition Date	Est Life	Acquisition Value	Net Book Value
009822	6813	Compact Flash Reader S8500 Sys	CE	11/8/2004	5	\$ 225	0
012946	9136	HP T1100 Plotter with Warranty	CE	2/16/2009	5	\$ 6,438	0
013394	9369	Samsung 46 LCD TV	CE	6/28/2010	5	\$ 1,043	0
013396	9371	SAMSUNG 46 LCD TV	CE	6/28/2010	5	\$ 1,043	0
013397	9372	SAMSUNG 46 LCD TV	CE	6/28/2010	5	\$ 1,043	0
013778	9681	Panasonic Toughbook CF31	CE	5/31/2011	5	\$ 3,393	0
016255	7683	BBX Unit Supervisor / Non Revenue Unit	CE	4/17/2013	5	\$ 1,049	0
005956	2800	JOINTER MACHINERY 6 INCH	FE	6/14/2001	3	\$ 621	0
005957	2801	PLANER MACHINERY 15 INCH	FE	6/14/2001	3	\$ 1,141	0

LYNX Finance & Audit mmittee Agenda

005959	2803	DUST COLLECTOR MACHINERY-4 HP	FE	6/14/2001	3	\$ 1,042	0
008654	4279	TV PLASMA PANASONIC 42"	FE	1/19/2005	5	\$ 2,910	0
008932	4722	Saw-Tile 10"	FE	2/21/2005	5	\$ 829	0
009197	4998	MOBILE LIFT SYSTEM, STERIL-KONI 1072	FE	7/20/2005	5	\$ 6,250	0
010183		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010184		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010185		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010186		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010187		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010188		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010189		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010190		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010191		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010192		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010193		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010194		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010195		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010196		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010197		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010198		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010199		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010200		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010201		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010202		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010203		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010204		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010205		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010206		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010207		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010209		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010210		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010211		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010212		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010213		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010214		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010215		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010216		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010217		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010218		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010219		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010220		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010221		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010222		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010223		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010224		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010225		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010226		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0

LYNX Finance & Audit mmittee Agenda

010227		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010228		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010229		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010230		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010232		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010233		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010239		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010240		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010243		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010274		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0

LYNX Finance & Audit mmittee Agenda

010275		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010277		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010278		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010280		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010281		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010321		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010322		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0

LYNX Finance & Audit mmittee Agenda

010323		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010324		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010325		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010326		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
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010329		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010330		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010331		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
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010333		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
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010338		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010339		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
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010349		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010350		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010351		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010352		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010353		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010354		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010355		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010356		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010357		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010358		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010359		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010360		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010361		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010362		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010363		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010364		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010365		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010366		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010367		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010368		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010369		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010370		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0

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010371		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010372		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010373		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010374		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010375		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010376		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010377		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010378		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010379		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010380		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010381		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010382		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010383		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010384		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010385		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010386		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010387		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010388		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010389		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010390		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010394		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010395		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010397		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010398		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010399		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010400		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010401		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010402		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010403		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010407		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010408		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010409		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010410		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010411		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010412		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010413		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010416		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010417		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010418		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0

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010419		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010420		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010421		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010422		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010423		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010424		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010425		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010426		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010427		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010428		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010436		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010439		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010440		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010441		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010445		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010446		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010450		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010451		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010459		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010460		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010463		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010464		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010465		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010466		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0

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010467		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010468		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010470		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010471		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010472		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010476		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010479		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010480		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010503		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
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010508		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010509		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010510		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010511		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
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010513		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010514		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0

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010515		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010516		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010517		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
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010519		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010520		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
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010526		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
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010533		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010534		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010535		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010536		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
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010541		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010542		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010543		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010544		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010545		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010546		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010547		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
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010549		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
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010562		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0

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010563		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010564		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010565		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010566		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010567		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
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010609		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010610		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0

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010611		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010612		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
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010656		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010657		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010658		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0

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010659		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010660		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010661		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010662		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010663		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010664		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010665		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010666		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010667		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010668		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010669		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010670		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010671		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010672		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010673		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010674		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010675		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010676		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010677		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010678		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010679		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010680		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010681		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010682		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010683		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010684		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010685		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010686		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010687		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010688		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010689		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010690		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010691		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010692		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010693		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010694		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010695		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010696		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010697		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010698		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010699		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010700		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010701		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010702		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010703		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010704		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010705		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010706		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0

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010707		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010708		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010709		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010710		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010711		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010712		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010713		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010714		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010715		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010716		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010717		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010718		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010719		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010720		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010721		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010722		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010723		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010724		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010725		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010726		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010727		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010728		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010729		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010730		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010731		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010732		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010733		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010734		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010735		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010736		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010737		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010738		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010739		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010740		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010741		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010742		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010743		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010744		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010745		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010746		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010747		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010748		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010749		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010750		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010751		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010752		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010753		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010754		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0

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010755		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010756		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010757		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010758		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010759		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010760		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010761		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010762		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010763		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010764		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010765		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010766		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010767		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010768		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010769		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010770		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010771		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010772		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010773		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010774		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010775		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010776		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010777		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010778		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010779		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010780		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010781		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010782		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010783		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010784		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010785		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010786		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010787		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010788		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010789		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010790		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010791		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010792		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010793		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010794		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010795		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010796		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010797		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010798		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010799		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010800		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010801		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010802		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0

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010803		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010804		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010805		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010806		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010807		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010808		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010809		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010810		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010811		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010812		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010813		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010814		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010815		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010816		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010817		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010818		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010819		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010820		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010821		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010822		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010823		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010824		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010825		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010826		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010827		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010828		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010829		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010830		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010831		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010832		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010833		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010834		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010835		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010836		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010837		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010838		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010839		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010840		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010841		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010842		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010843		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010844		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010845		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010846		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010847		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010848		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010849		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010850		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0

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010851		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010852		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010853		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010854		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010855		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010856		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010857		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010858		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010859		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010860		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010861		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010862		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010863		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010864		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010865		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010866		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010867		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010868		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010869		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010870		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010871		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010872		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010873		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010874		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010875		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010876		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010877		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010878		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010879		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010880		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010881		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010882		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010883		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010884		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010885		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010886		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010887		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010888		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010889		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010890		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010891		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010892		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010893		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010894		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010895		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010896		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010897		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010898		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0

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010899		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010900		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010901		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010902		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
011835	571-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011836	573-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011837	574-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011838	592-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011839	571-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011840	572-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011841	573-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011842	591-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011843	356-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011844	461-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011845	504-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011846	571-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011847	571-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011848	572-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011849	573-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011850	591-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011851	592-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011852	429-1	Camera #1 Orion	FE	10/1/2006	5	\$ 192	0
011853	572-1	Camera #1 Orion	FE	10/1/2006	5	\$ 192	0
011854	330-2	Camera #2 Orion	FE	10/1/2006	5	\$ 207	0
011855	413-2	Camera #2 Orion	FE	10/1/2006	5	\$ 207	0
011856	509-2	Camera #2 Orion	FE	10/1/2006	5	\$ 207	0
011857	572-3	Camera #3 Orion	FE	10/1/2006	13	\$ 983	0
011858	591-3	Camera #3 Orion	FE	10/1/2006	5	\$ 231	0
011859	592-3	Camera #3 Orion	FE	10/1/2006	5	\$ 231	0
011860	413-4	Camera #4 Orion	FE	10/1/2006	5	\$ 269	0
012149	7831	Refrigerator -Whirlpool 25.3 Cu. Ft.	FE	9/30/2007	5	\$ 948	0
012383	8814	Vizio 37" TV	FE	5/31/2008	5	\$ 849	0
014704	11820	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014705	11831	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014706	11823	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014707	11842	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014708	11838	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014709	11824	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014710	11848	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014711	11841	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014715	11840	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014716	11830	SEON TROOPER TL4 - Video System	FE	4/29/2012	5	\$ 5,809	0

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		Upgrade					
014718	11850	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014722	11819	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014723	11818	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014733	9847	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014746	11770	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014749	11735	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014752	11765	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014753	11782	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014754	11342	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014755	11746	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014756	11797	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014758	11774	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014760	11349	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014761	11417	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014762	11796	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014764	11322	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014765	11263	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014766	11748	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014768	11773	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014769	11795	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014770	11739	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014771	11369	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014773	11771	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014774	11766	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014775	11743	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014776	11788	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014777	11319	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014779	11776	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0

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014780	11331	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014782	11321	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014783	11777	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014784	11747	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014785	11359	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014786	11745	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014788	11266	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014789	11410	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014791	11786	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014793	11395	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014796	11329	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014797	11790	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014798	11412	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014801	11793	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014802	11265	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014803	11317	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014804	11383	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014805	11311	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014806	11315	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014809	11270	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014816	11341	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014818	9909	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014819	11308	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014823	11753	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014831	11754	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014836	11304	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014839	9708	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014842	11293	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014846	9789	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0

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		Upgrade					
014847	11756	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014849	11287	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014857	10588	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014859	11758	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014862	11361	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014868	11371	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014870	11298	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014872	11272	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014875	11737	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014877	9734	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014879	9838	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014882	11769	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014883	9552	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014885	11779	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014888	9853	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014893	11761	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014903	9732	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014904	11781	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014908	9757	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
015317	10554	DR600 Digital Recorder	FE	12/3/2012	5	\$ 6,838	0
015319	10556	DR 600 Digital Recorder	FE	12/3/2012	5	\$ 6,838	0
015325	10562	DR600 Digital Recorder	FE	12/3/2012	5	\$ 6,838	0
015532	10760	I PAD Mini WI-FI	FE	4/23/2013	5	\$ 447	0
015534	10762	IPAD MINI	FE	4/22/2013	5	\$ 447	0
016345	11158	SEON VIDEO SYSTEM	FE	8/22/2013	5	\$ 7,605	0
016429	11239	SEON VIDEO RECORDER	FE	8/5/2013	5	\$ 7,402	0
016431	11240	DR600 DIGITAL RECORDER	FE	8/23/2013	5	\$ 6,838	0
016534	11444	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016537	11447	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016539	11449	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016541	11451	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0

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016543	11453	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016547	11457	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016552	11462	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016553	11463	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016556	11466	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016561	11471	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016567	11477	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016572	11482	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016576	11486	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016585	11495	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016591	11501	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016597	11507	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016601	11511	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016606	11516	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016607	11517	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016610	11520	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016611	11521	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016612	11522	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016615	11525	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016616	11526	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016620	11530	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016624	11534	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	7	\$ 2,763	0
016626	11536	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016629	11539	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016635	11545	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016638	11548	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016644	11554	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016645	11555	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016652	11562	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0

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		WLAN					
016659	11569	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016665	11575	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016668	11578	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016678	11588	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016682	11592	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016688	11598	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016690	11600	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016693	11603	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016694	11604	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016722	11633	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016723	11634	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016724	11635	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016726	11637	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016772	11246	SEON VIDEO RECORDER WITH CAMERA	FE	9/30/2013	5	\$ 7,402	0
016992	11685	SEON VIDEO RECORDER WITH 8 CAMERAS	FE	10/31/2013	5	\$ 7,605	0
017209	11778	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017214	9785	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017238	11784	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017241	11791	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017411	12100	SEON VIDEO RECORDER WITH 8 CAMERAS	FE	3/31/2014	5	\$ 6,838	0
017415	12105	SEON VIDEO RECORDER WITH 8 CAMERAS	FE	3/31/2014	5	\$ 6,838	0
018343	12775	Samsung Refrigerator-LOC Drivers Lounge	FE	12/1/2014	5	\$ 957	0
018344	12774	Samsung Refrigerator-LOC Drivers Lounge	FE	12/1/2014	5	\$ 957	0
018498	12922	RC-100 MASTER CLOCK	FE	2/17/2015	5	\$ 823	0
018603	12147	Dell Optiplex 9030	FE	6/30/2015	5	\$ 1,649	0
018604	12148	Dell Optiplex 9030	FE	6/30/2015	5	\$ 1,649	0
018605	12149	Dell Optiplex 9030	FE	6/30/2015	5	\$ 1,649	0
018879	13408	Dell Laptop Rugged 7404	FE	10/31/2015	5	\$ 4,719	0
019166	13771	Matrox Monarch HD	FE	1/21/2016	5	\$ 1,406	0
019191	13875	Lymmo LED Clock Sign	FE	1/26/2016	5	\$ 1,117	0
019228	13723	Dell E6540 Laptop	FE	2/24/2016	5	\$ 1,912	0
019259	13726	Dell E6540 Laptop	FE	3/3/2016	5	\$ 1,912	0

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019455	14098	Waste Oil Drain Bucket-Blue	FE	8/15/2016	5	\$ 396	0
019457	14100	Waste Oil Drain Bucket-Blue	FE	8/15/2016	5	\$ 396	0
019769	14583	Dell 32inch Monitor	FE	12/19/2016	5	\$ 1,377	0
019770	14584	Dell 32inch Monitor	FE	12/19/2016	5	\$ 1,377	0
019859	14003	Dell Rugged Extreme laptop with Car Cradle	FE	1/3/2017	5	\$ 5,204	0
020635	15179	Monitor LOC Dispatch 32	FE	10/5/2017	5	\$ 2,202	0
021242	15563	Mini-Ipad w/Stand NL	FE	3/11/2019	3	\$ 690	0
12142	7804	Gator TS Utility Vehicle #131	FE	9/30/2007	5	\$6622	0
12143	7809	Gator TS Utility Vehicle #132	FE	9/30/2007	5	\$6622	0
12424	8498	GATOR TS TRAD SERIES UTILITY VEHICLE	FE	6/30/2008	5	\$6454	0
		Subtotal FFE				\$ 939,678	
		Grand Total				\$ 1,565,566	0

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. xii

To: LYNX Finance & Audit Committee

From: **James Boyle**
Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Authorization to Initiate Public Outreach for Fiscal Year 2024 Proposed Service Changes

Date: 9/21/2023

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 2024.

BACKGROUND:

Three times per year, LYNX conducts service changes. LYNX proactively informs and involves the Central Florida community in the planning and implementation of LYNX's new services, routing adjustments, passenger fare adjustments, new facility construction, capital projects, and planning activities in accordance with Federal and State regulations. In Fiscal Year 2024, these service changes are tentatively scheduled to occur in December, April, and August.

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

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

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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:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

All proposed service changes are expected to be budget neutral and will be supported with funds included in the FY2024 Proposed Operating Budget.

LYNX Finance & Audit Committee Agenda

Consent Agenda Item #5.C. xiii

To: LYNX Finance & Audit Committee

From: Michelle Daley
Director Of Finance
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Cyber Liability Policies

Date: 9/21/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to negotiate and bind coverage and premium for the renewal of its Liability (General, Public Officials with Employment Practices, and Cyber), Crime, Auto Physical Damage, and Road Ranger (Liability and Physical Damage) policies with the assistance of Arthur J. Gallagher, Agent/Broker. The annual combined premium is \$872,674.

BACKGROUND:

At the Board of Director's meeting on September 22, 2022, the Board of Director's authorized the Chief Executive Officer (CEO) to negotiate and bind coverage and premiums for these coverages. Those policies and coverages were executed for one year, beginning October 1, 2022 through October 1, 2023.

Coverage	Premium		Change		
	2023	2024	Exposure	Rate	Premium
General Liability	\$91,037	\$102,359	5%	10%	\$11,322
Crime	\$1,481	\$1,844	10%	108%	\$363
Cyber	\$39,324	\$28,797	5%	-25%	(\$10,527)
Public Officials & Employment Practices	\$64,491	\$71,270	2%	8%	\$6,779
Auto Physical Damage	\$363,513	\$624,380	32%	30%	\$260,867
Road Ranger Liability	\$46,013	\$34,487	-38%	20%	(\$11,526)
Road Ranger Physical Damage	\$12,326	\$9,537	-41%	31%	(\$2,789)
	\$618,185	\$872,674			\$254,489

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DISADVANTAGE BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE applicable to this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$1,030,099 for insurance expense. There are several policies that renew in April and the remaining budget will cover those anticipated premiums.

LYNX Finance & Audit Committee Agenda

Action Agenda Item #6.A.

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 FY2024 Service Funding Agreements with the Regional Funding Partners

Date: 9/21/2023

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 2024 Budget.

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

BACKGROUND:

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

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

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

LYNX Finance & Audit mmittee Agenda

The funding partner agreement for FY2024 contains the following:

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

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Exhibit "C"

Schedule Listing of LYNX Funding Partners

	<u>FY2024</u> <u>Funding Agreement</u>
<u>Operating Funding</u>	
Orange County	\$ 69,041,652
Osceola County	11,533,044
Seminole County	11,416,995
Subtotal	<u>\$ 91,991,691</u>
City of Orlando	\$ 4,003,006
City of Orlando - LYMMO	3,118,508
FDOT (SunRail Feeder Route)	2,157,842
Central Florida Tourism Oversight District	541,953
Altamonte Springs	120,900
City of Sanford	93,000
Subtotal	<u>\$ 10,035,209</u>
Subtotal Operating Funding	<u>\$ 102,026,900</u>
 <u>Capital Contributions</u>	
Orange County	\$ 2,849,631
Osceola County	464,019
Seminole County	377,427
Subtotal	<u>\$ 3,691,077</u>
Total Local Funds	<u><u>\$ 105,717,977</u></u>

**24-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 1, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 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, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 ("**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, 2023 and ending on September 30, 2024.

"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, 2023 and ending the following September 30, 2024.

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

“**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, 2023 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 Transportation Planning Division and Office of Management & Budget within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **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
Renzo.nastasi@ocfl.net
Attn: Manager, Transportation Planning

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

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

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

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

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, 2023. 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.

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.

[Signatures appear on following page]

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: _____

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

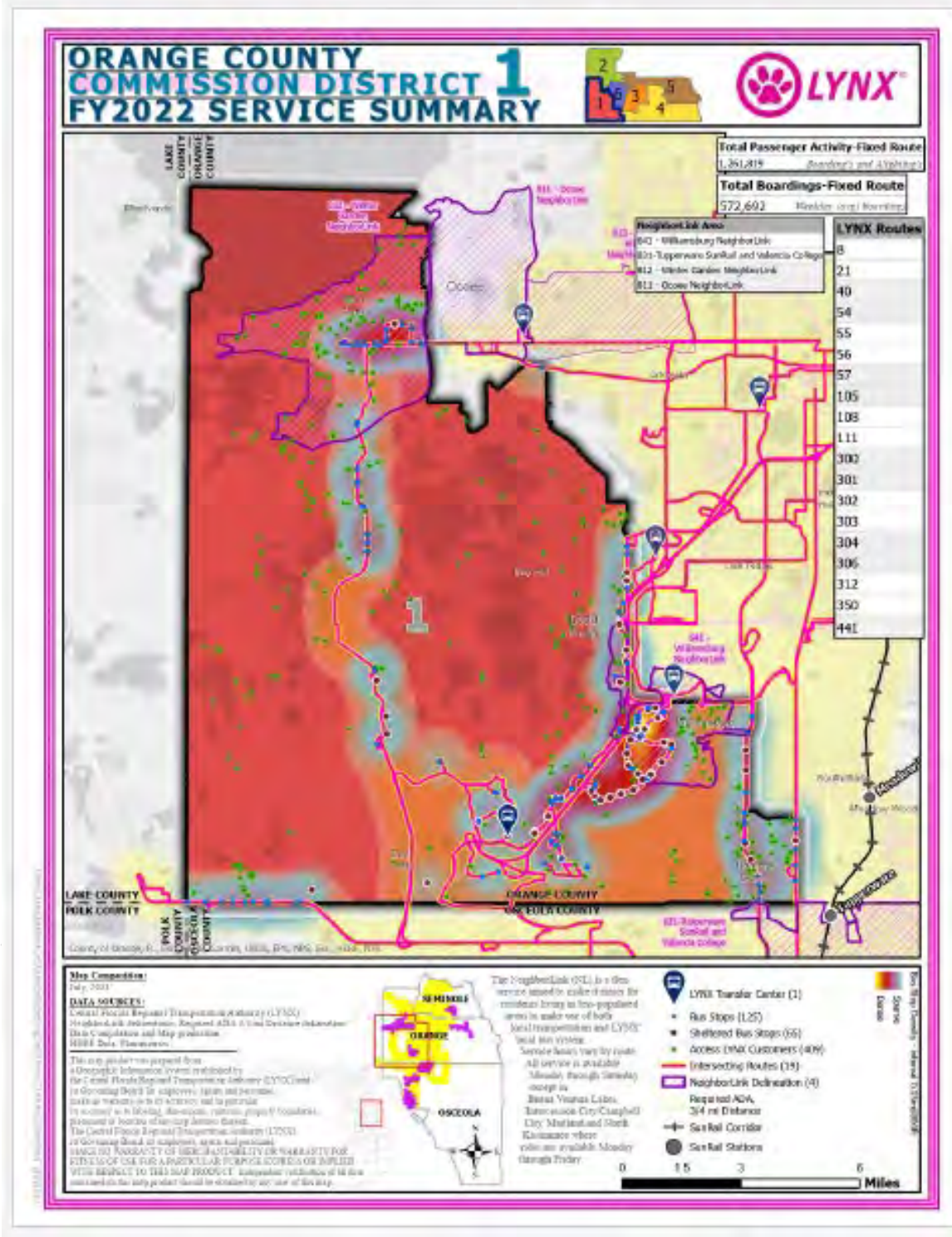
Title: Senior In-House Counsel

Date: _____

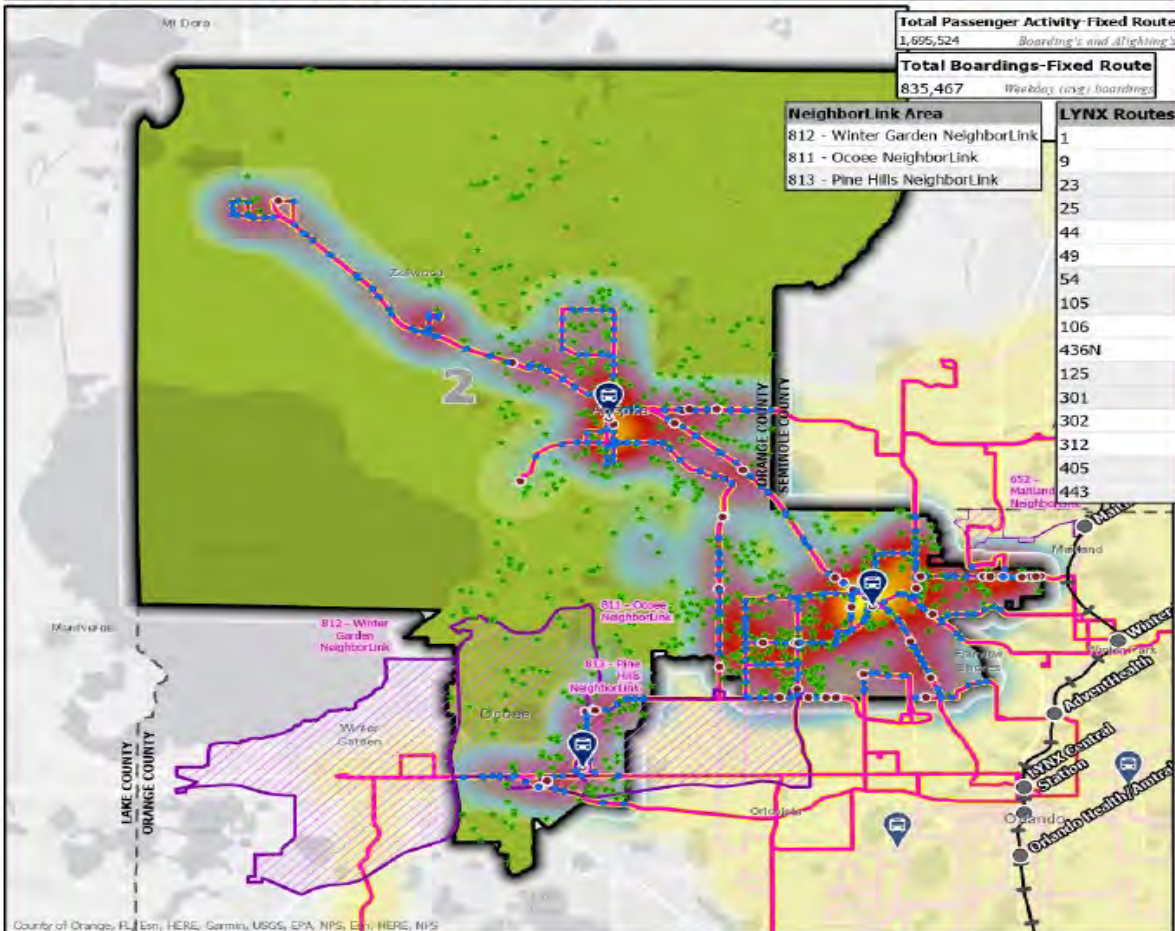
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA



ORANGE COUNTY COMMISSION DISTRICT 2 FY2022 SERVICE SUMMARY



Total Passenger Activity-Fixed Route
1,695,524 *Boarding's and Alighting's*

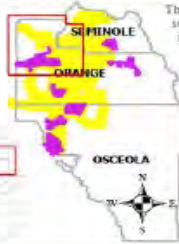
Total Boardings-Fixed Route
835,467 *Weekday (avg) boardings*

Map Composition:
July, 2023

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

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board, its employees, agents and personnel, whose accuracy as to its accuracy, and in particular its accuracy as to labeling, dimensions, content, property boundaries, placement or location of any map features shown.

The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel **MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.** Independent verification of all data contained on this map product should be obtained by any user of this map.

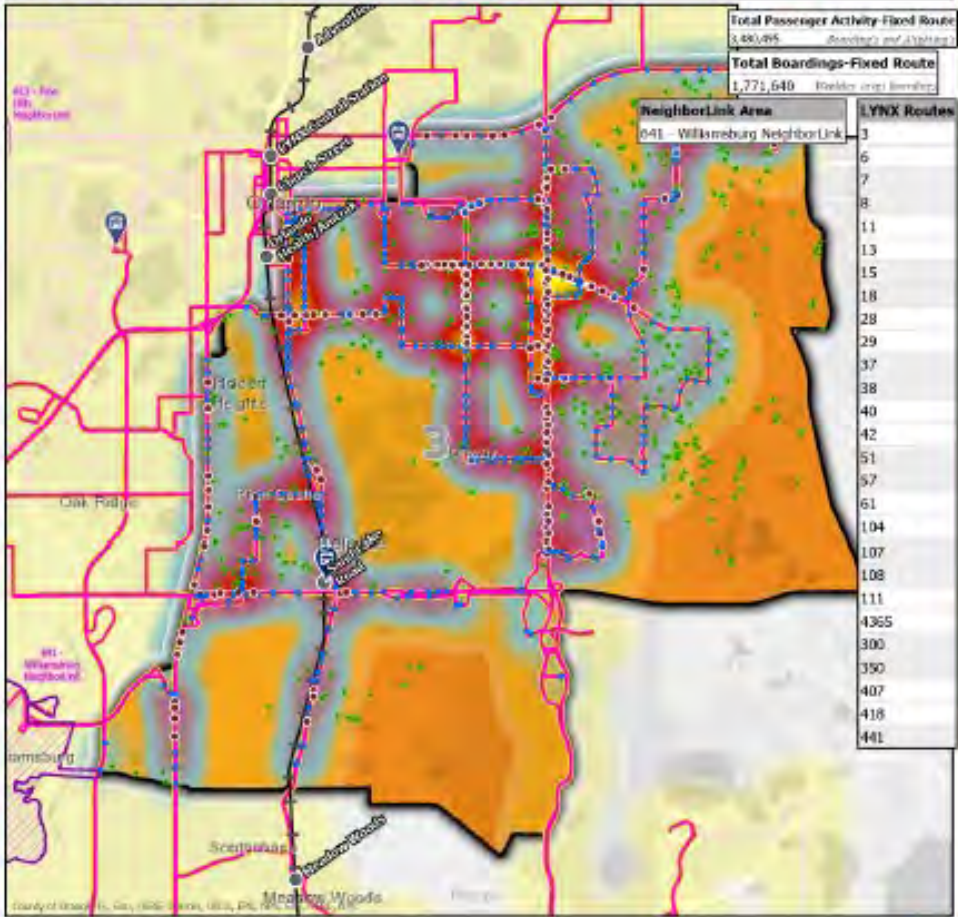


The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus systems.

Service hours vary by route. All service is available Monday through Saturday except in Busas Venitas Lakes, Intercession City/Campbell City, Mastland and North Kissimmee where rides are available Monday through Friday.

- LYNX Transfer Center (3)
 - Bus Stops (437)
 - Sheltered Bus Stops (55)
 - Access LYNX Customers (979)
 - Intersecting Routes (16)
 - NeighborLink Delineation (3)
 - Required ADA, 3/4 mi Distance
 - SunRail Corridor
 - SunRail Stations
- Bus Stop Density - Interval (1, 1km/0.62mi)**
- Legend:**
Dense
Sparse
- Scale:** 0 1.5 3 6 Miles

ORANGE COUNTY COMMISSION DISTRICT 3 FY2022 SERVICE SUMMARY



Map Connection:
 Date: 12/21/21

DATA SOURCES:
 Orange County Regional Transportation Authority (LYNX)
 NeighborLink database (www.lynx.net) as of December 2021
 Data Compilers and Map Production:
 HARRIS Data Solutions

This is an advisory map prepared from a Geographic Information System (GIS) created by the Central Florida Regional Transportation Authority (LYNX) and is for informational purposes only. It is not intended to be used as a legal document. The Central Florida Regional Transportation Authority (LYNX) is not responsible for any errors or omissions in this map. It is not intended to be used as a legal document. The Central Florida Regional Transportation Authority (LYNX) is not responsible for any errors or omissions in this map.

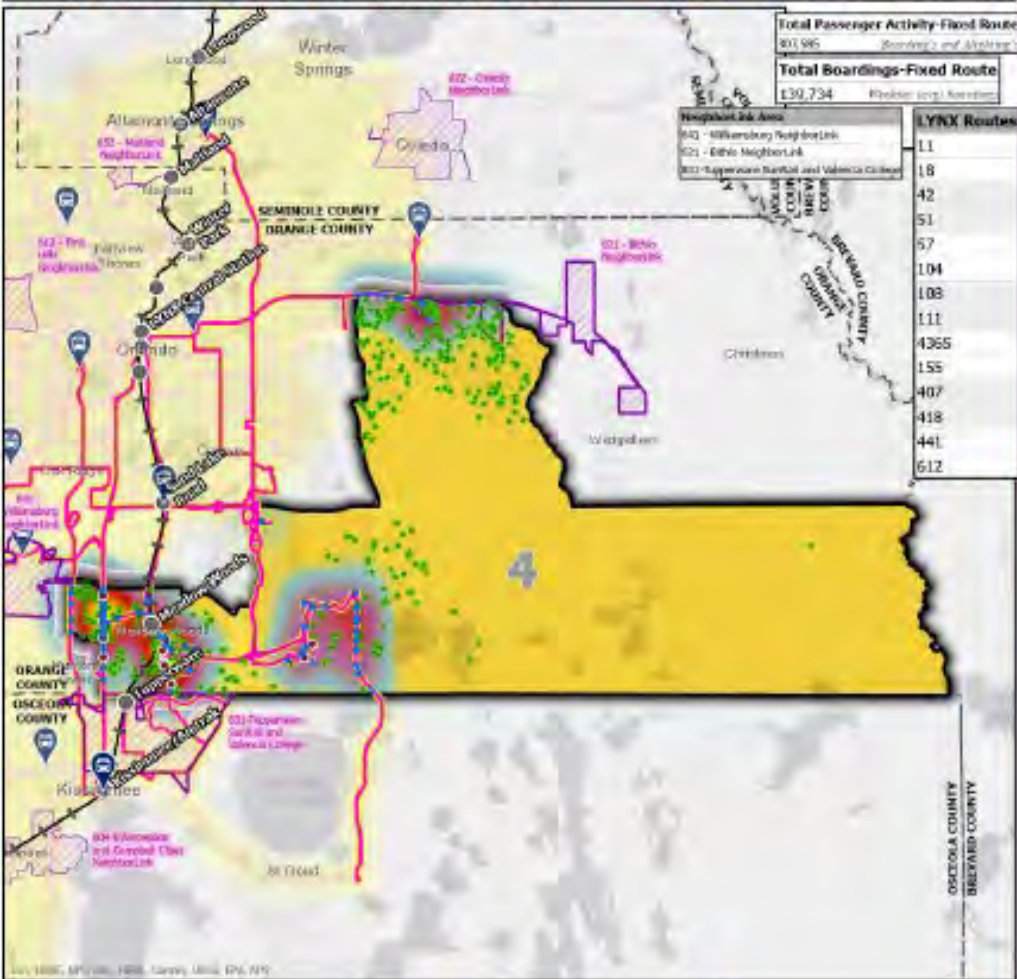
The NeighborLink (NL) is a door-to-door service used for senior citizens, individuals living in less populated areas to make use of local transportation and LYNX local bus routes. Service areas vary by route. All service is available Monday through Friday, except on areas such as: Broad/Veum Lakes, Intercession City/Campbell City, Marland and Clark. Customers whose routes are available Monday through Friday.

Legend:

- LYNX Transfer Center (1)
- Bus Stops (442)
- Sheltered Bus Stops (172)
- Access (ADA) Customers (800)
- Intersecting Routes (27)
- NeighborLink Destination (1)
- Request ADA, 304 mi Distance
- Se-Rail Corridor
- Se-Rail Stations

Scale: 0 1 2 Miles

ORANGE COUNTY COMMISSION DISTRICT 4 FY2022 SERVICE SUMMARY



Total Passenger Activity-Fixed Route	803,595	<i>Boardings and Alightings</i>
Total Boardings-Fixed Route	£30,734	<i>Boardings (2021) Boardings</i>

Neighborhood Area	LYNX Routes
643 - Willamsonburg Neighborhood Link	11
621 - Dohle Neighborhood Link	18
622 - Cressy Neighborhood Link	42
623 - Suppavannam Road and Valencia Corridor	51
	57
	104
	108
	111
	4365
	155
	407
	418
	441
	612

Map Compilation:
July 2021

DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX)
Neighborhood Link Information System (N-LINK) Database Information
Data Compilation and Map Production
FRED Data, Plansystems

This map is for informational purposes only. It is not intended to be used as a legal document. The information on this map is for informational purposes only. It is not intended to be used as a legal document. The information on this map is for informational purposes only. It is not intended to be used as a legal document.



The Neighborhood Link (N-LINK) is a Government-owned public transit system for residents living in less-populated areas to assist with their daily transportation and LYNX travel. Service areas vary by route and are available through various means such as: Bus, Vanpool, Taxi, Carshare, City, County, City, Municipal, and State. Routes are available Monday through Friday.

LYNX Transfer Center (2)

- Bus Stops (101)
- Sheltered Bus Stops (15)
- Access (PMA) Customers (512)
- Intersecting Routes (14)
- Neighborhood Link (2)

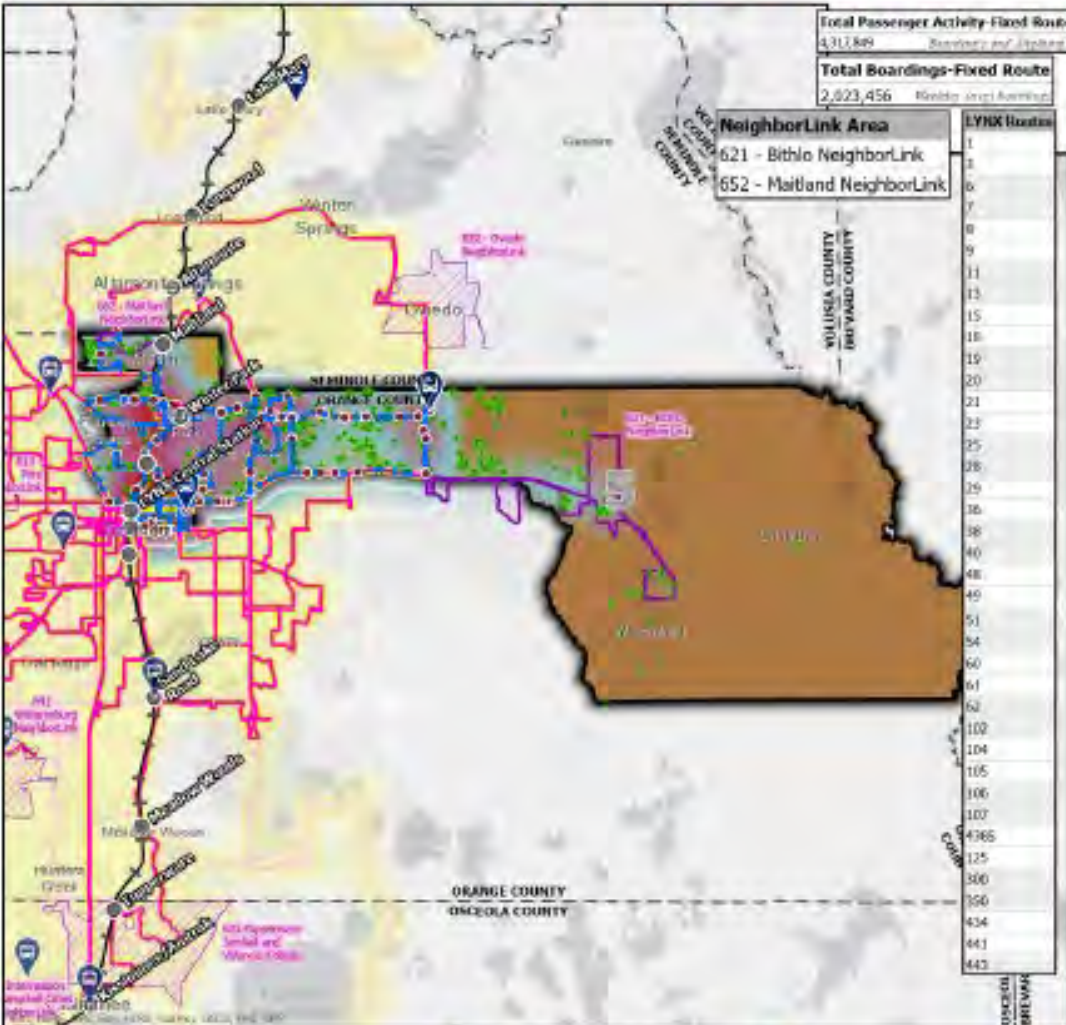
Required ADA, 3/4 mi. Distance

• Signal Corridor

• Signal Station

0 2.75 5.5 11 Miles

ORANGE COUNTY COMMISSION DISTRICT 5 FY2022 SERVICE SUMMARY



Map Conventions:

July 2021

DATA SOURCES:

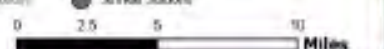
Central Florida Regional Transportation Authority (CFRTA)
 High-Speed Rail Authority (HSRA) and Florida Department of Transportation (FDOT)
 GIS Conventions and Map production:
 H&E|S Data Platform

This is a public map prepared from a Desktop Information System maintained by the Central Florida Regional Transportation Authority (CFRTA) and the High-Speed Rail Authority (HSRA) and Florida Department of Transportation (FDOT). It is provided as a service to the public and is not intended to be used for any other purpose. The information is provided as is and is not intended to be used for any other purpose. The information is provided as is and is not intended to be used for any other purpose. The information is provided as is and is not intended to be used for any other purpose.

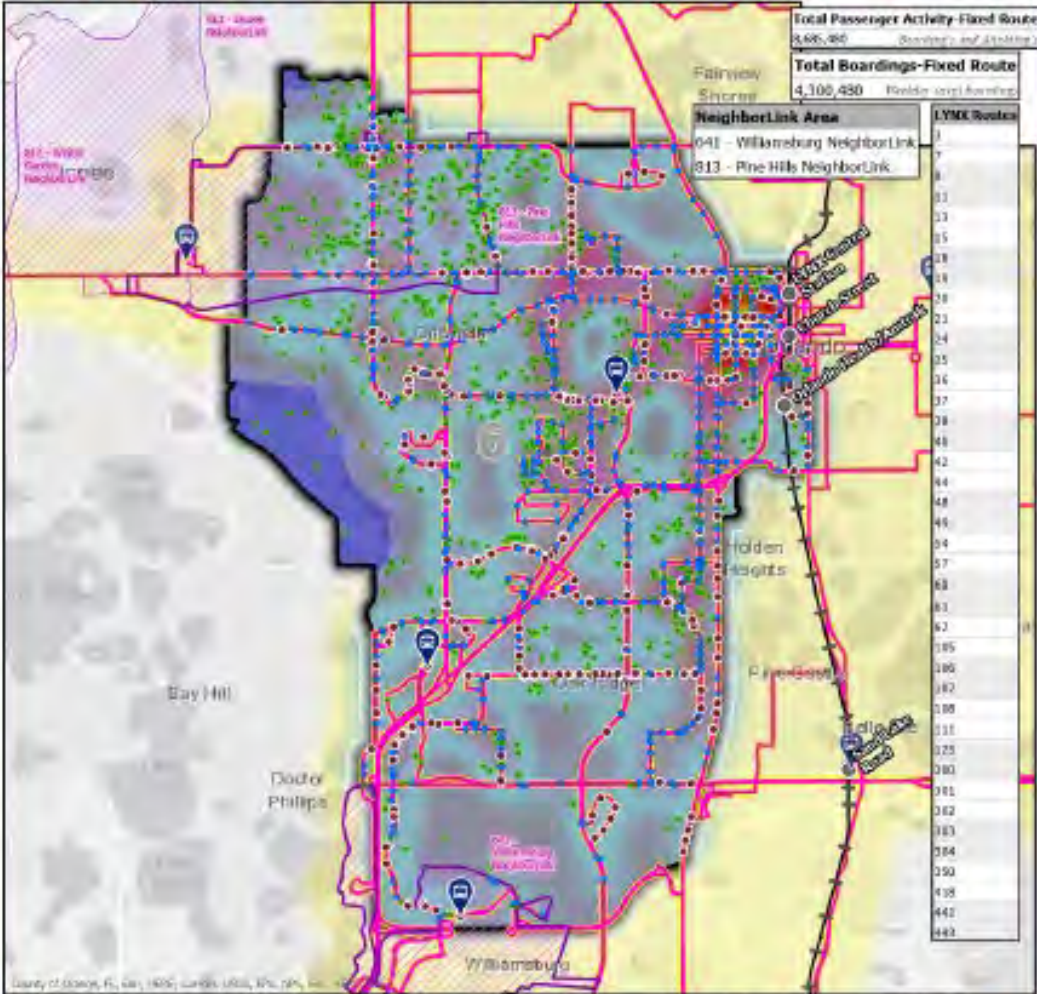


The NeighborLink (NL) is a service aimed to provide a choice for customers living in less-served areas to make use of both local transportation and LYNX fixed bus systems. Service hours vary by route. All routes available Monday through Sunday except in: Brevard County, DeSoto County, Citrus County, Marion County, Putnam County, Volusia County, and Alachua County. NeighborLink routes are available Monday through Friday.

- LYNX Transfer Center (1)
- Bus Stops (446)
- Sheltered Bus Stops (102)
- Access (764) Customers (589)
- Intersecting Routes (39)
- NeighborLink Dedication (2)
- Required ADA, 3/4 mi Distance
- Seated Corridor
- Seated Stations



ORANGE COUNTY COMMISSION DISTRICT 6 FY2022 SERVICE SUMMARY



Total Passenger Activity-Fixed Route
3,685,486 (Seating and Standing)

Total Boardings-Fixed Route
4,100,430 (Includes Local Boarding)

NeighborLink Area

- 041 - Williamsburg NeighborLink
- 013 - Pine Hills NeighborLink

LYNX Route	Distance (Miles)
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
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Map Competition:
July 2021

DATA SOURCES:
Florida State Roadway Transportation Database (FSRD)
City of Orange Information Systems (GIS)
Data Compliance and Map production
MISE Data Processing

The map product was prepared from a Geographic Information System provided by the County Florida Regional Transportation Database (FLRTD) and the County of Orange GIS system. It does not represent any warranty or endorsement of the accuracy or reliability of the information contained therein. The County of Orange is not responsible for any errors or omissions in this map product. THE COUNTY OF ORANGE IS NOT RESPONSIBLE FOR ANY LIABILITY OR DAMAGES OF ANY KIND ARISING FROM THE USE OF A PRODUCT OR SERVICE PROVIDED BY OR FOR THE COUNTY OF ORANGE. THE COUNTY OF ORANGE IS NOT RESPONSIBLE FOR ANY LIABILITY OR DAMAGES OF ANY KIND ARISING FROM THE USE OF A PRODUCT OR SERVICE PROVIDED BY OR FOR THE COUNTY OF ORANGE.



The NeighborLink (NL) is a voluntary service in order to meet the needs of residents living in less-populated areas in order to help meet the transportation needs of the local area.

Service areas vary by route. All routes are available Monday through Saturday except in Base Year Lines (Interweave City/Clayfield City, Midland and North Clayfield) where routes are available Monday through Friday.

- LYNX Transfer Center (2)
- Bus Stops (770)
- Sheltered Bus Stops (302)
- Access (ADA) Customers (1,295)
- Intersecting Routes (48)
- NeighborLink Delineation (2)
- Required ADA, 3/4 mi. Distance
- Serial Corridor
- Serial Station



Exhibit "B"

Orange County Transit Service Costs

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

FY2024 Billing Schedule

October-23	\$5,990,940
November-23	\$5,990,940
December-23	\$5,990,940
January-24	\$5,990,940
February-24	\$5,990,940
March-24	\$5,990,940
April-24	\$5,990,940
May-24	\$5,990,940
June-24	\$5,990,940
July-24	\$5,990,940
August-24	\$5,990,940
September-24	\$5,990,943
Annual Funding Request from County	\$71,891,283

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024</u> <u>Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

**24-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 3, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 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, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**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, 2023 and ending on September 30, 2024.

“**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, 2023 and ending the following September 30, 2024.

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

“**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, 2023 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. The following criteria will be utilized to determine this amount.

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. 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. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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.

[Signatures appear on following page]

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

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

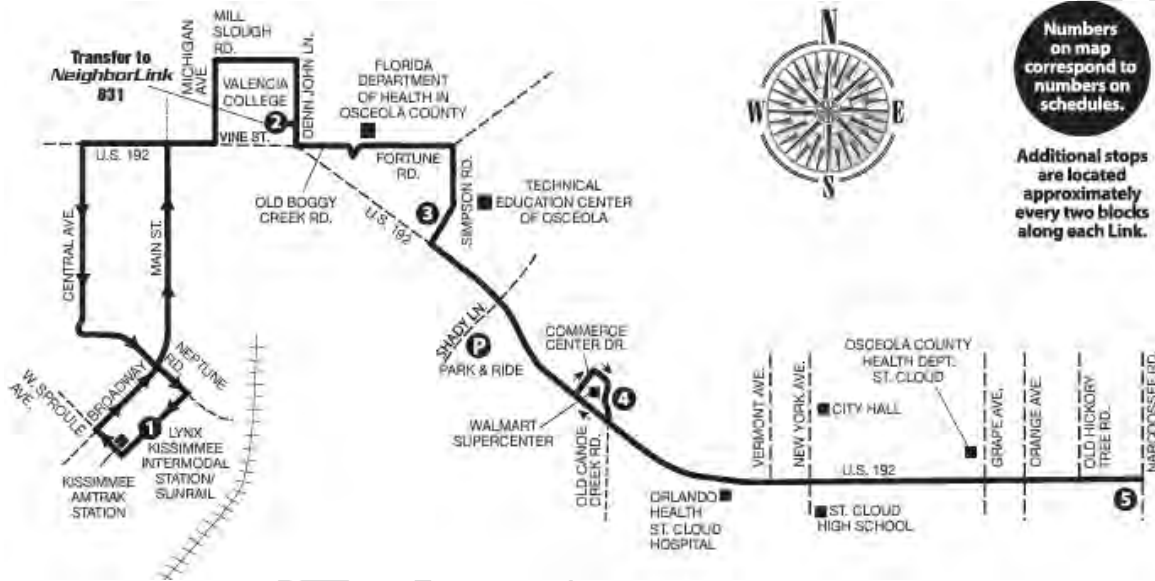
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

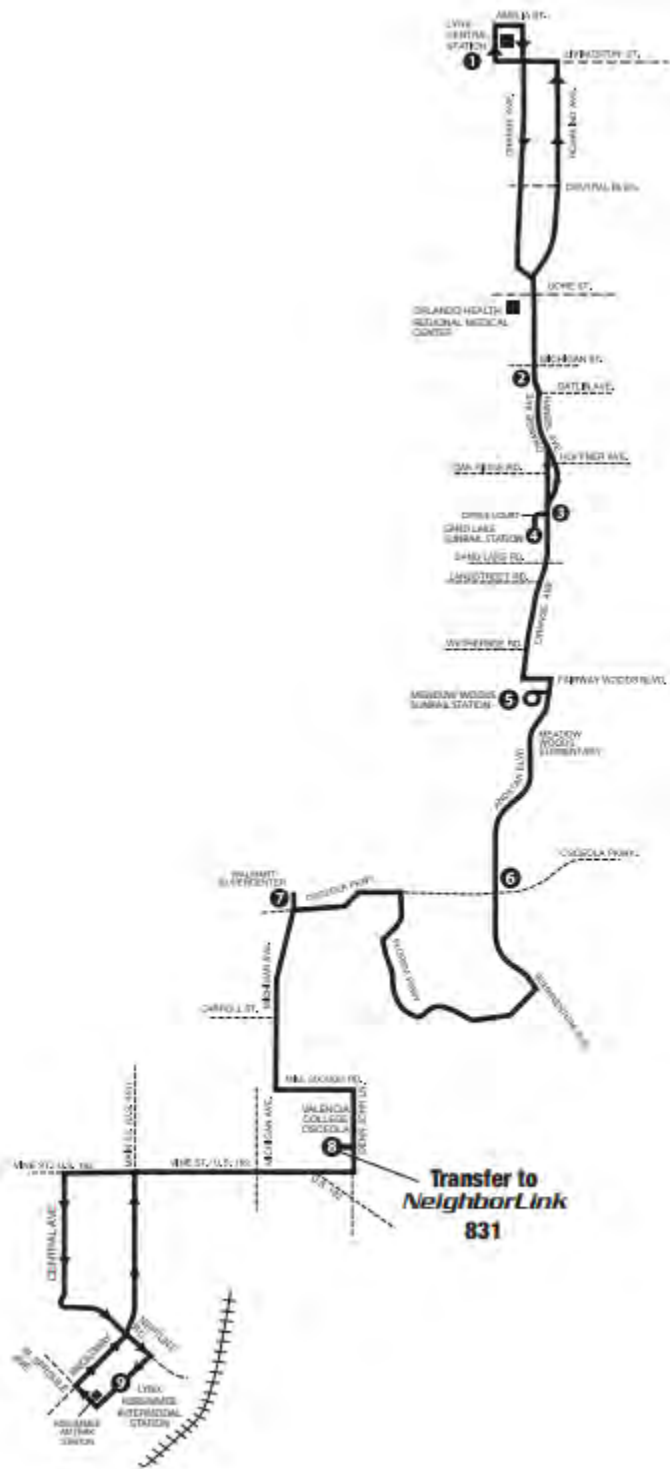
Link 10 East U.S. 192/St. Cloud

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



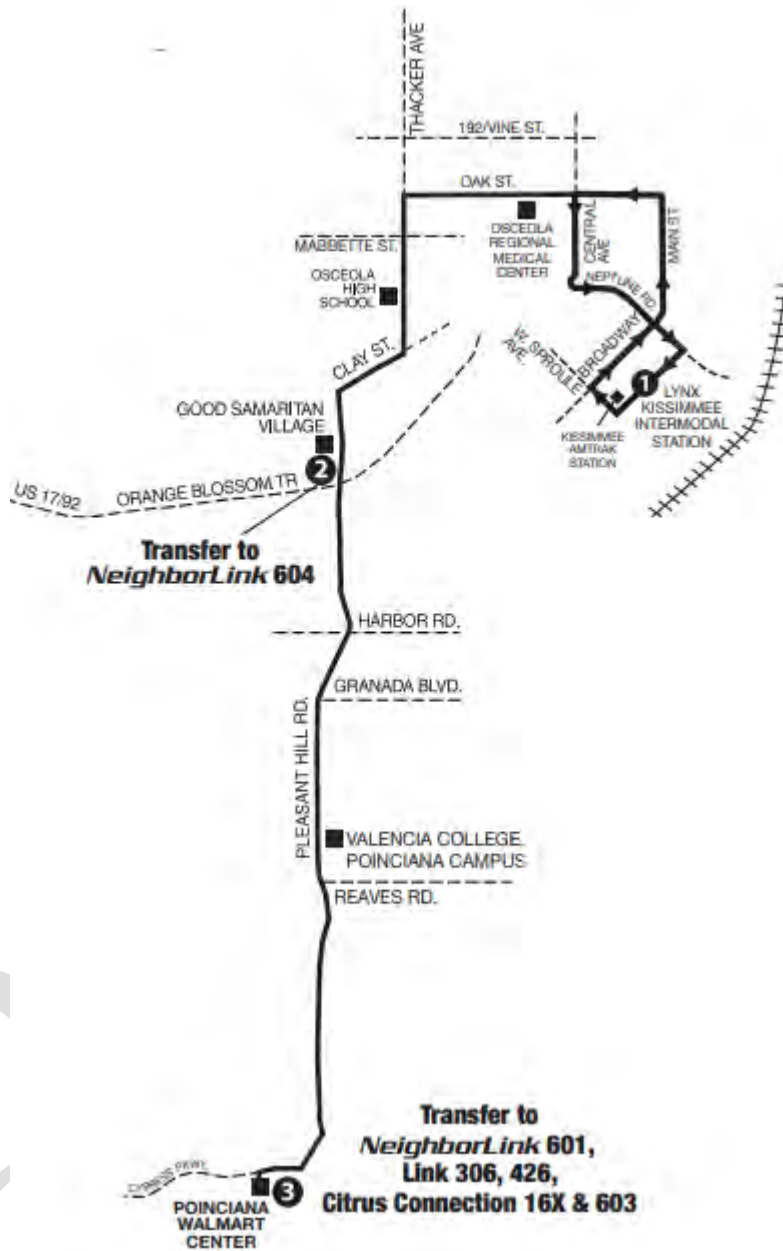
Link 18 South Orange Ave. /Kissimmee

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



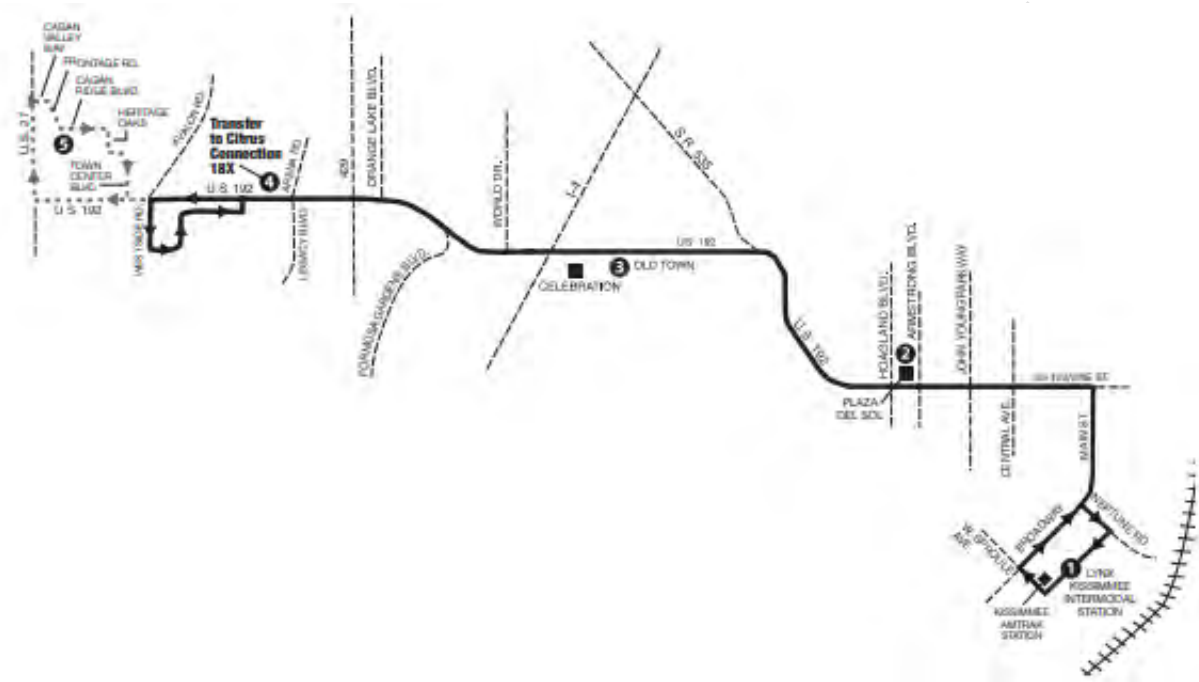
Link 26 Pleasant Hill Road/Poinciana

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



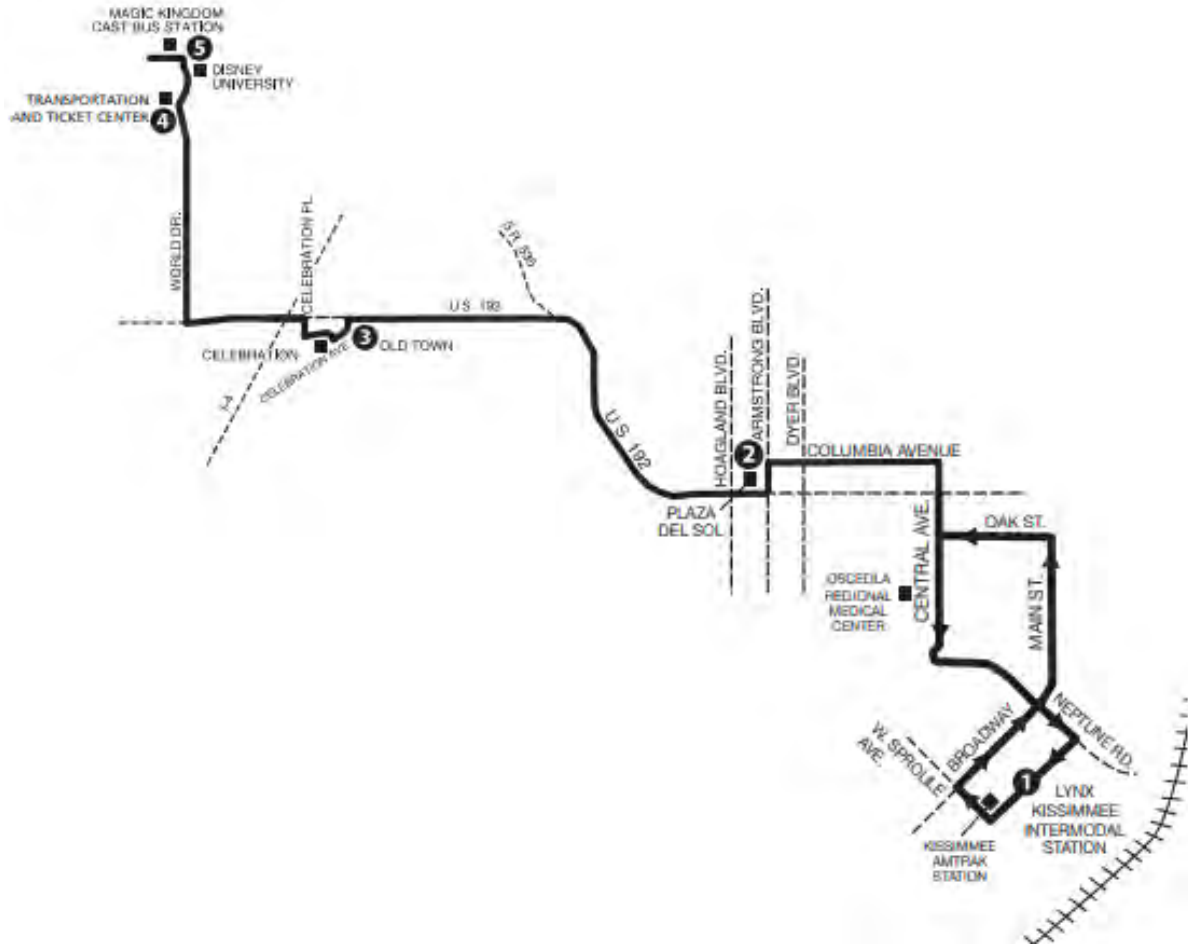
Link 55 West U.S. 192/Four Corners

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



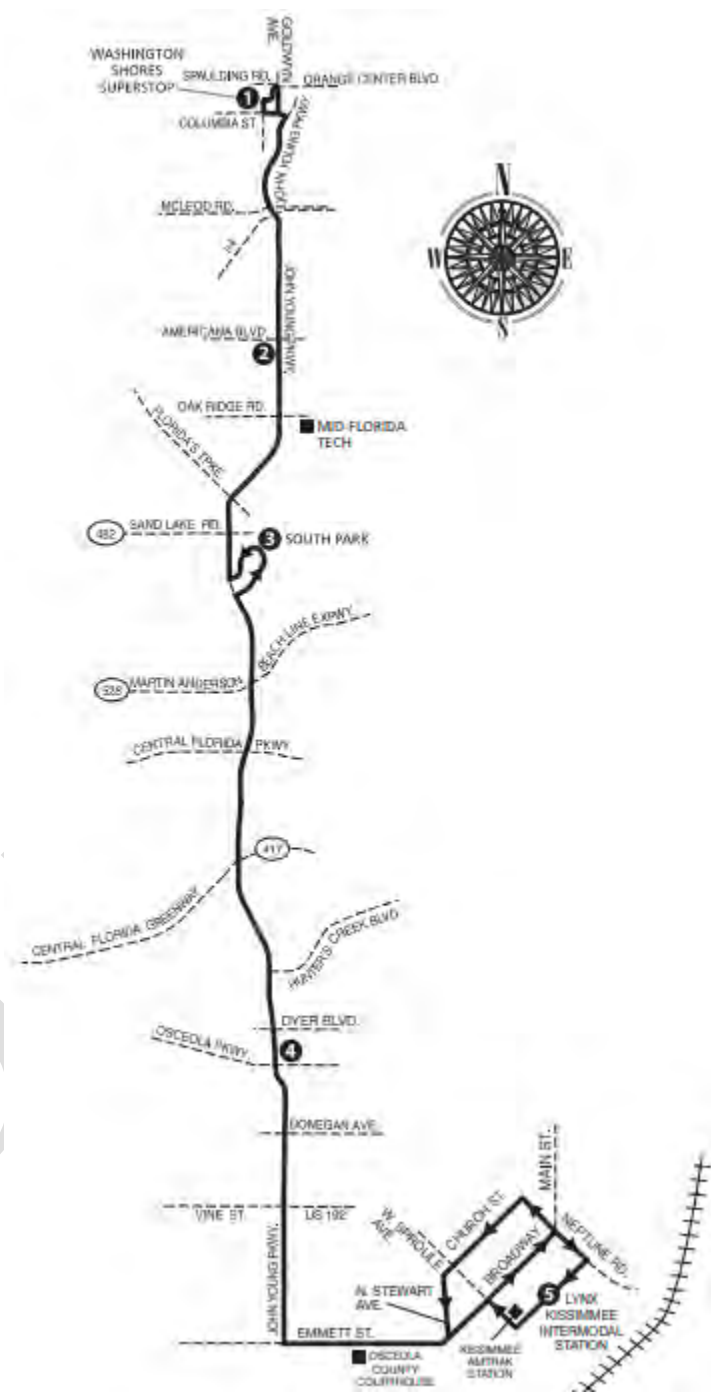
Link 56 West U.S. 192/ Magic Kingdom

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



Link 57 John Young Parkway

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



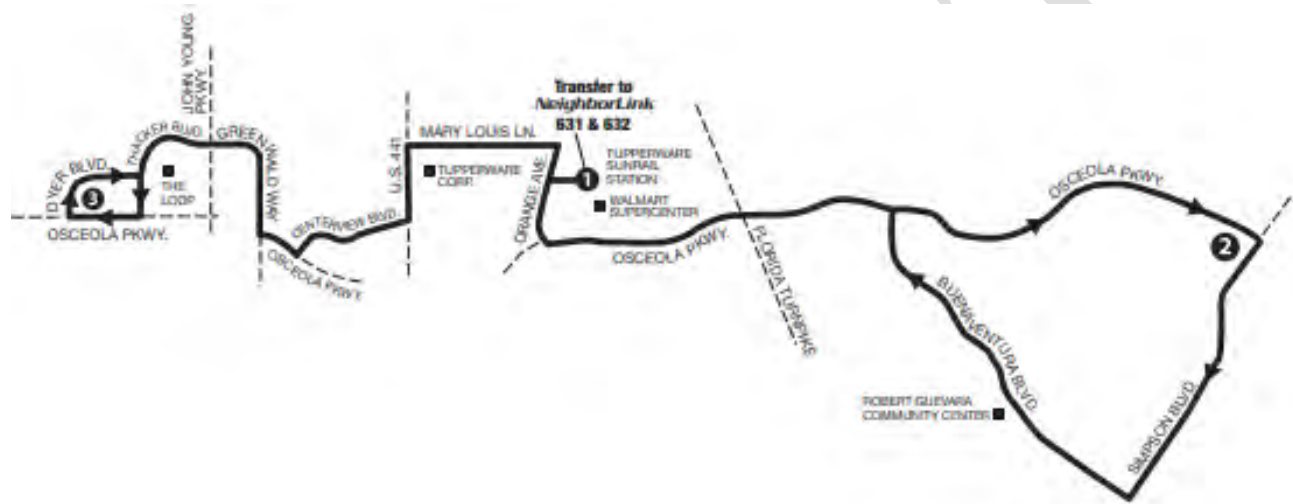
Link 108 South U.S. 441 (Orange Blossom Trail)/Kissimmee

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



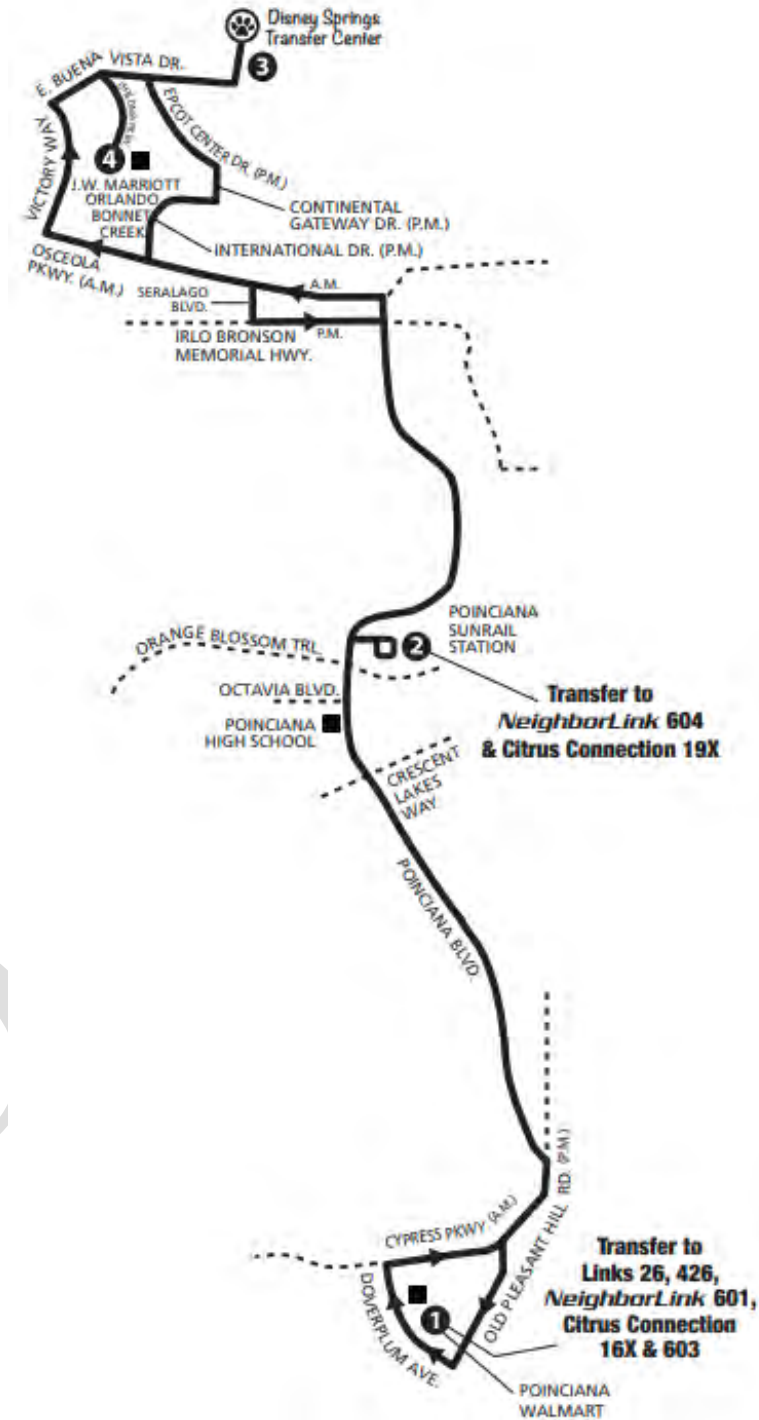
Link 155 The Loop/Buena Ventura Lakes/Osceola Parkway

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



Link 306 Disney Direct/Poinciana

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

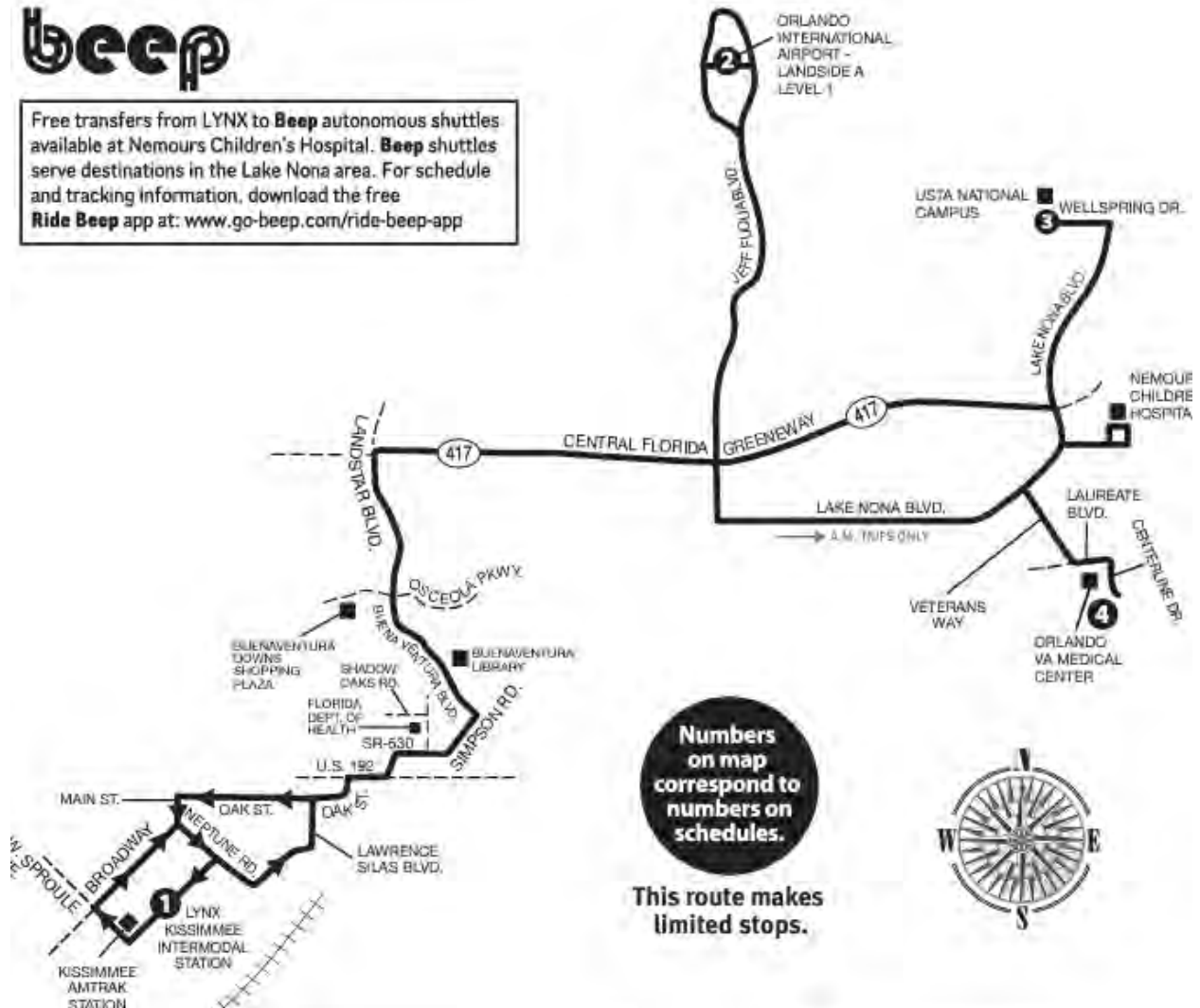


FastLink 407 Kissimmee/ Orlando International Airport/Medical City

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

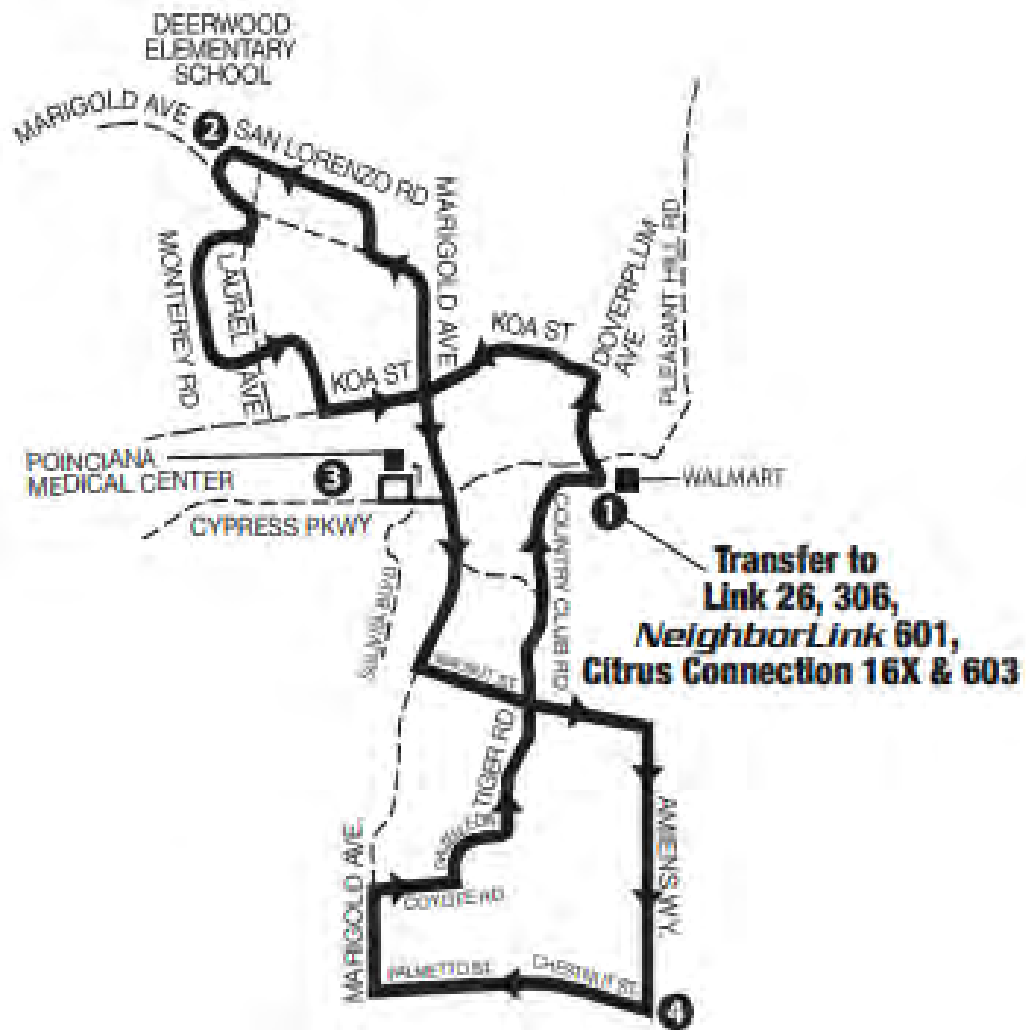


Free transfers from LYNX to **Beep** autonomous shuttles available at Nemours Children's Hospital. **Beep** shuttles serve destinations in the Lake Nona area. For schedule and tracking information, download the free **Ride Beep** app at: www.go-beep.com/ride-beep-app



426 Poinciana Circulator

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



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

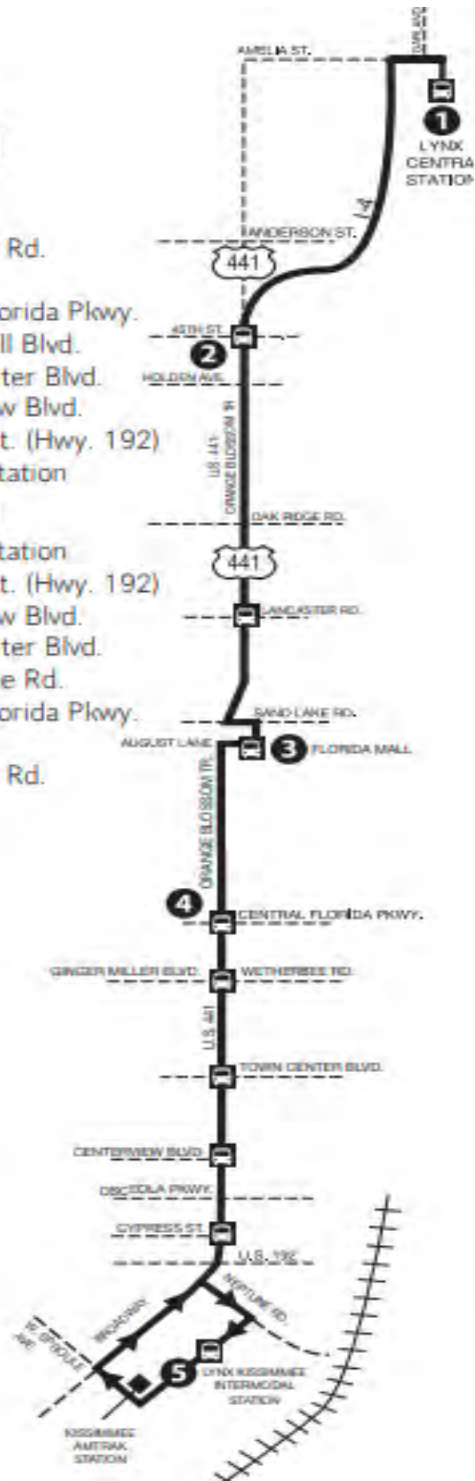
Serving: LYNX Central Station, OBT & Lancaster, Florida Mall, OBT & Central FL Pkwy, Main St & Vine St., Kissimmee Intermodal Station/SunRail, OBT & Centerview Blvd, Osceola School for the Arts, Crosslands Shopping Center and OBT & Town Center Blvd

FASTLINK 441 OUTBOUND STOPS

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

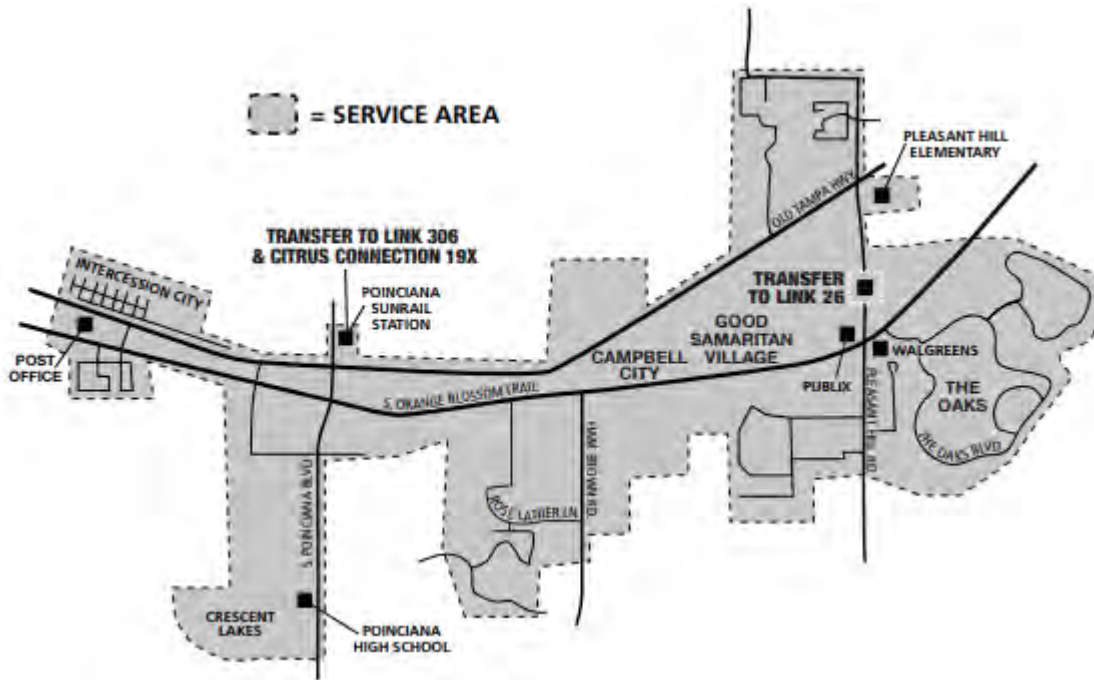
FASTLINK 441 INBOUND STOPS

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



NeighborLink 604 Intercession City/Campbell City

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



NeighborLink 831 N. Kissimmee/Buena Ventura Lakes

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

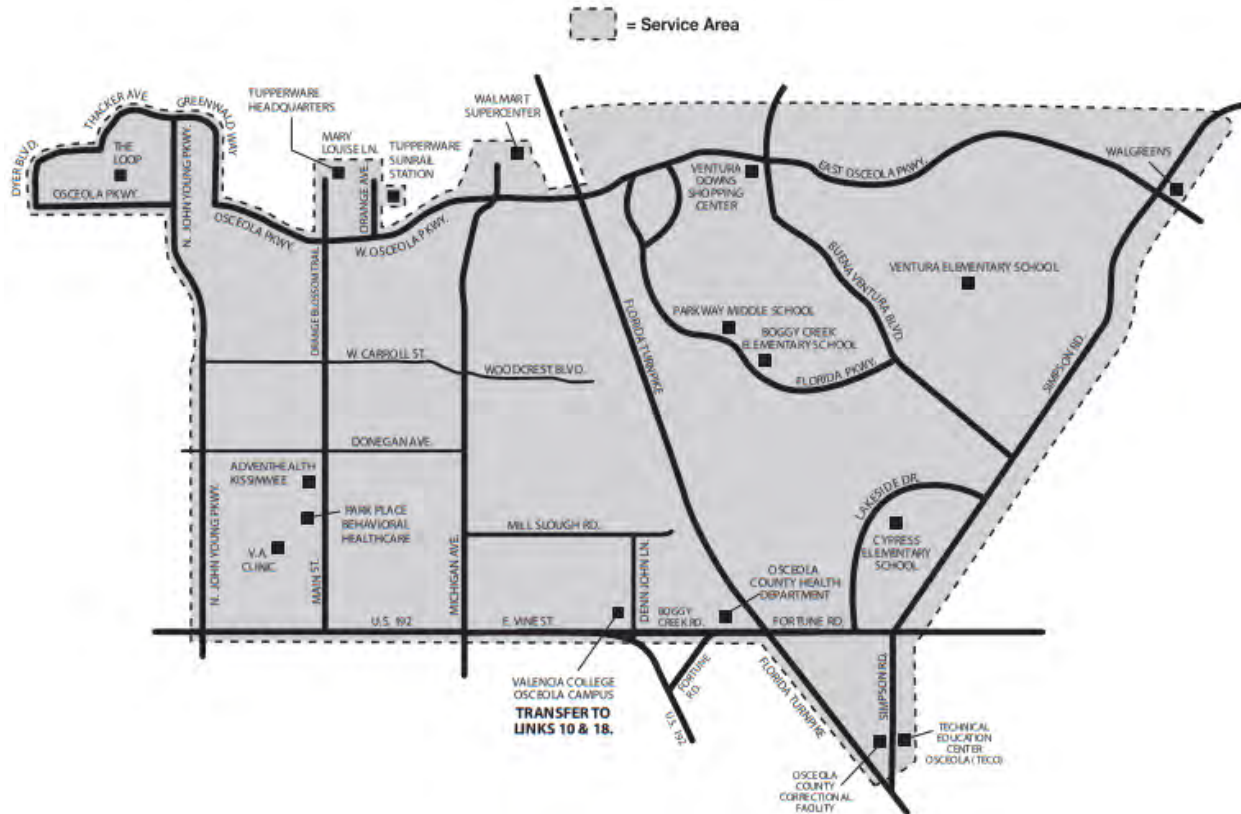


Exhibit “B”

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 10	\$2,486,655
Link 18	\$890,165
Link 26	\$1,827,197
Link 55	\$2,470,791
Link 56	\$2,422,576
Link 57	\$320,501
Link 108	\$651,059
Link 155	\$530,159
Link 306	\$123,078
Link 407	\$171,501
Link 426	\$978,196
Link 441	\$132,306
	\$13,004,184

Operating Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,883,149)
SunRail Feeder Service	(\$589,772)
Lynx Non-Operating Cost Recoveries	(\$170,830)
LYNX Stabilization Fund	(\$3,030,056)
	(\$5,673,807)

Net Fixed Route Cost **\$7,330,377**

<i>NeighborLink Operating Costs</i>	Amount
NL 601	\$188,942
NL 604	\$122,100
NL 831 (formerly NL631 & NL 632)	\$415,914
	\$726,956

<i>ParaTransit Operating Costs</i>	Amount
Americans with Disabilities Act (ADA) Funding	\$2,853,459
Transportation Disadvantaged (TD) Funding	\$1,294,444
LYNX Stabilization Fund	(\$672,192)
	\$3,475,711

Total Operating Costs **\$11,533,044**

<i>Capital Funding Cost</i>	Amount
\$3 per Hour Capital Funding	\$464,018
	\$464,018

Total County Transit Service Cost **\$11,997,062**

FY2024 Billing Schedule

October-23	\$999,755
November-23	\$999,755
December-23	\$999,755
January-24	\$999,755
February-24	\$999,755
March-24	\$999,755
April-24	\$999,755
May-24	\$999,755
June-24	\$999,755
July-24	\$999,755
August-24	\$999,755
September-24	\$999,757
Annual Funding Request from County	\$11,997,062

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024 Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

**24-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 15, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023, 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, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**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, 2022 and ending on September 30, 2023.

“**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, 2023 and ending the following September 30, 2024.

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

“**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, 2023 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.

(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; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: A. Bryant Appelgate,
Interim 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, 2023. 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. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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.

[Signatures appear on following page]

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: _____
Bob Dallari, Chairman

For the use and reliance of Seminole
County only.

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2023, regular meeting.

Approved as to form and legal sufficiency.

County Attorney

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

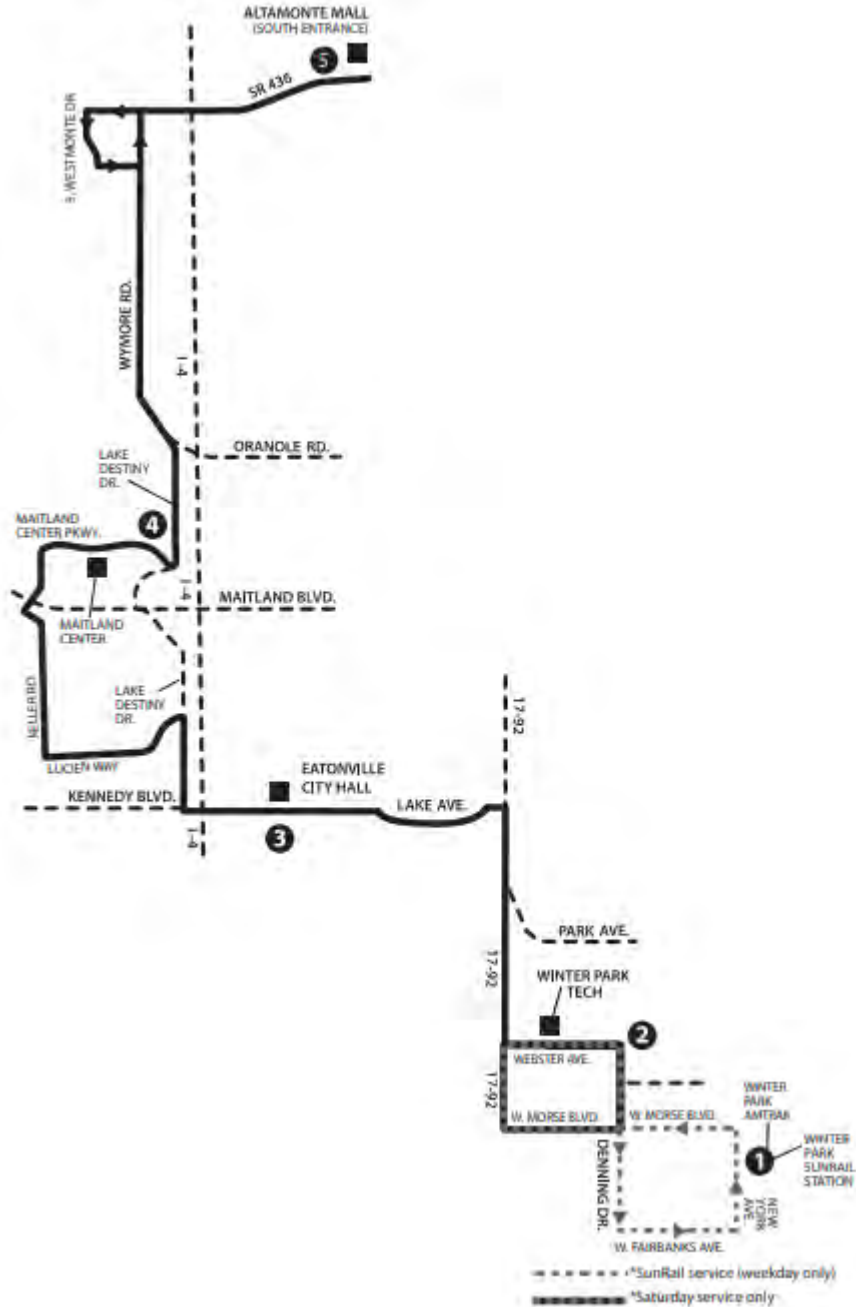
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

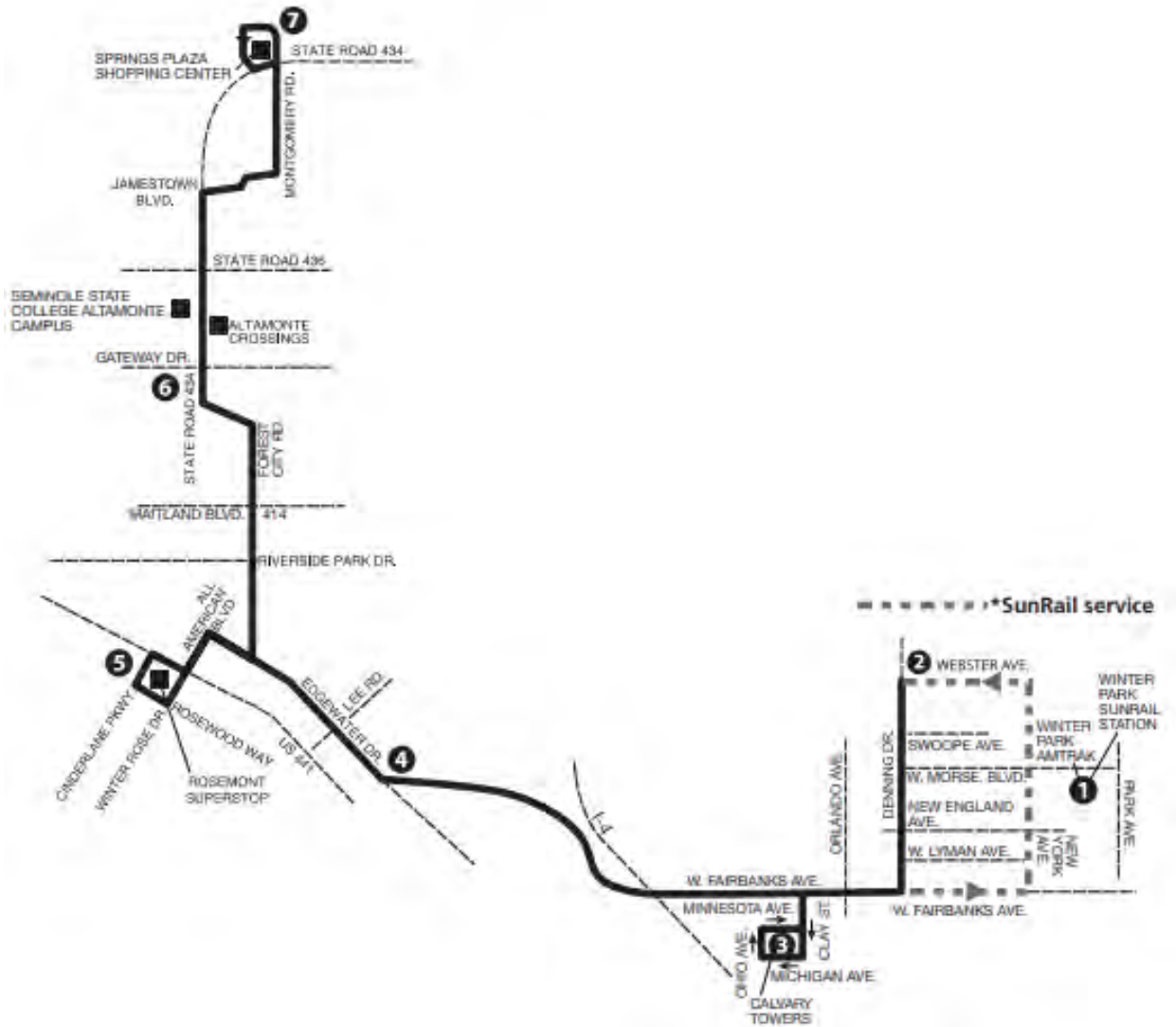
LINK 1 Winter Park/Maitland/Altamonte Springs

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



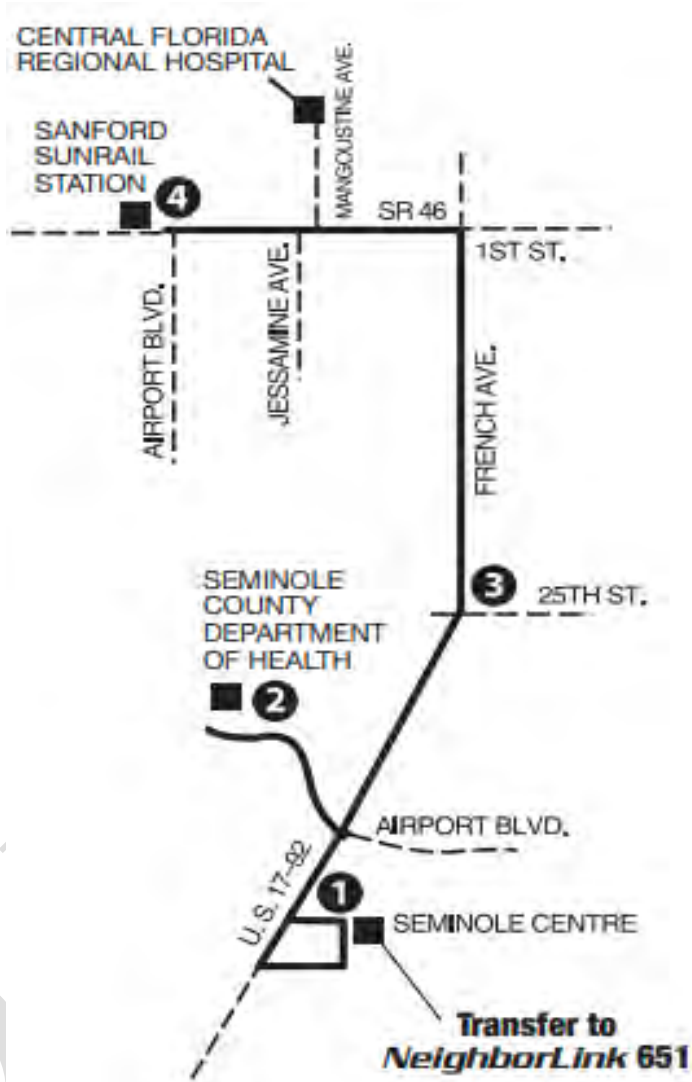
LINK 23 Winter Park/Rosemont/Springs Plaza

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



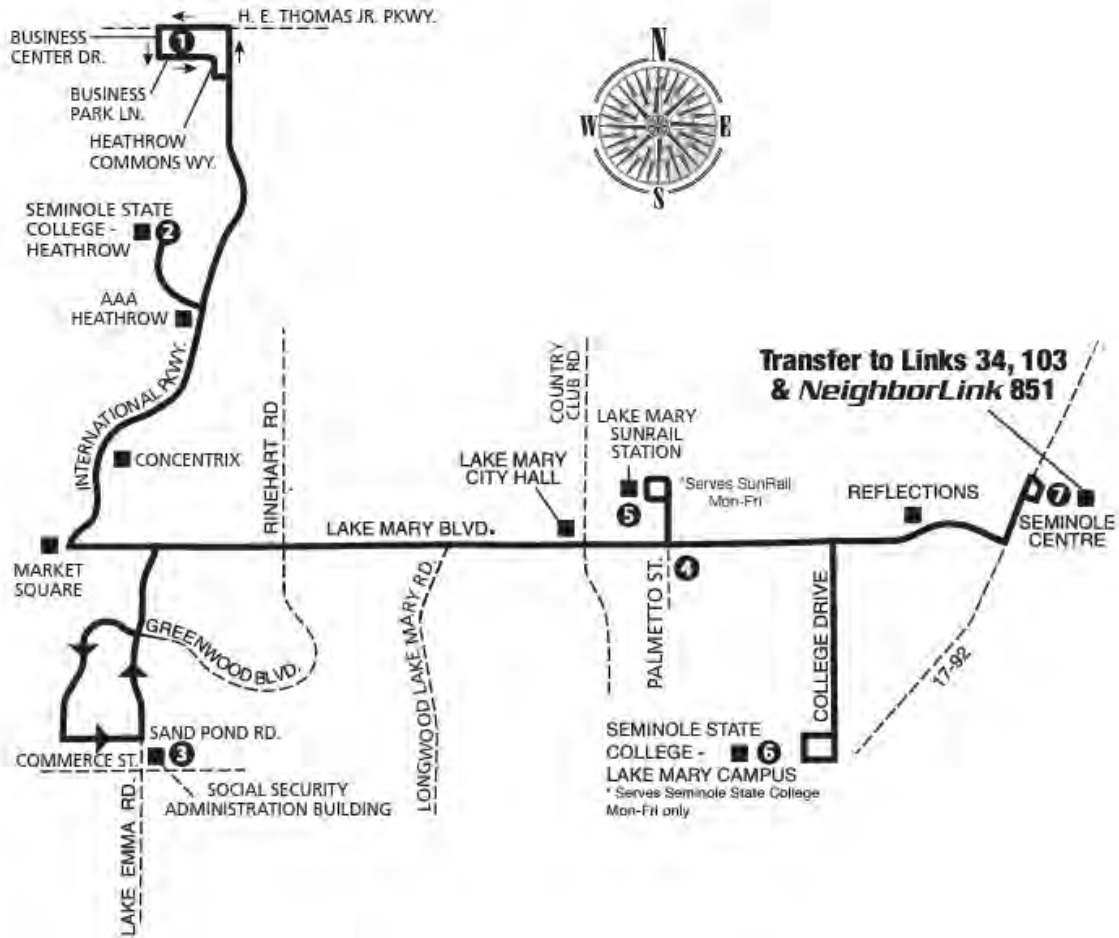
LINK 34 Sanford/N. U.S. 17-92

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



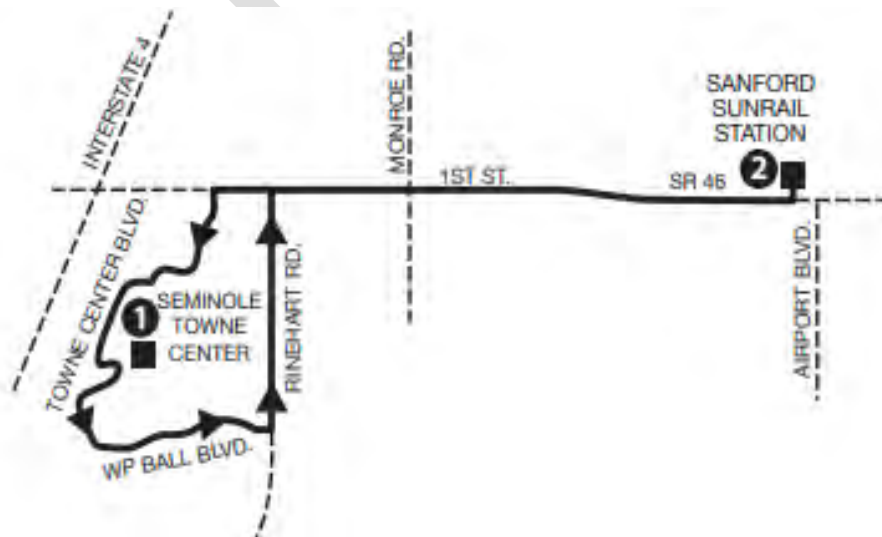
LINK 46 East E. First St./Downtown Sanford

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



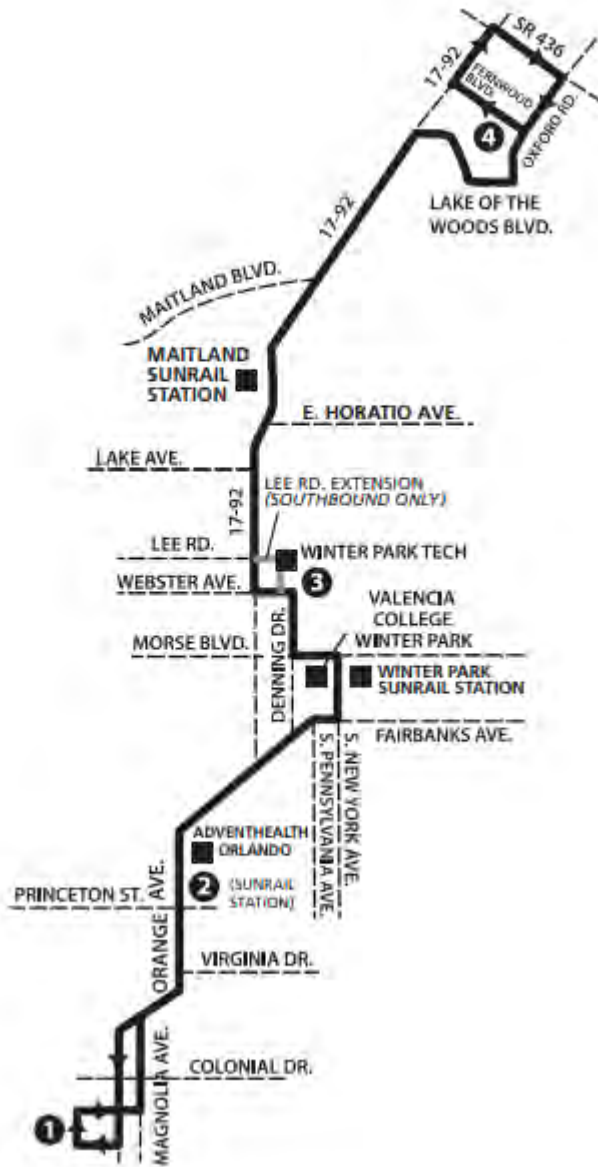
LINK 46 West w. SR 46/Seminole Towne Center

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



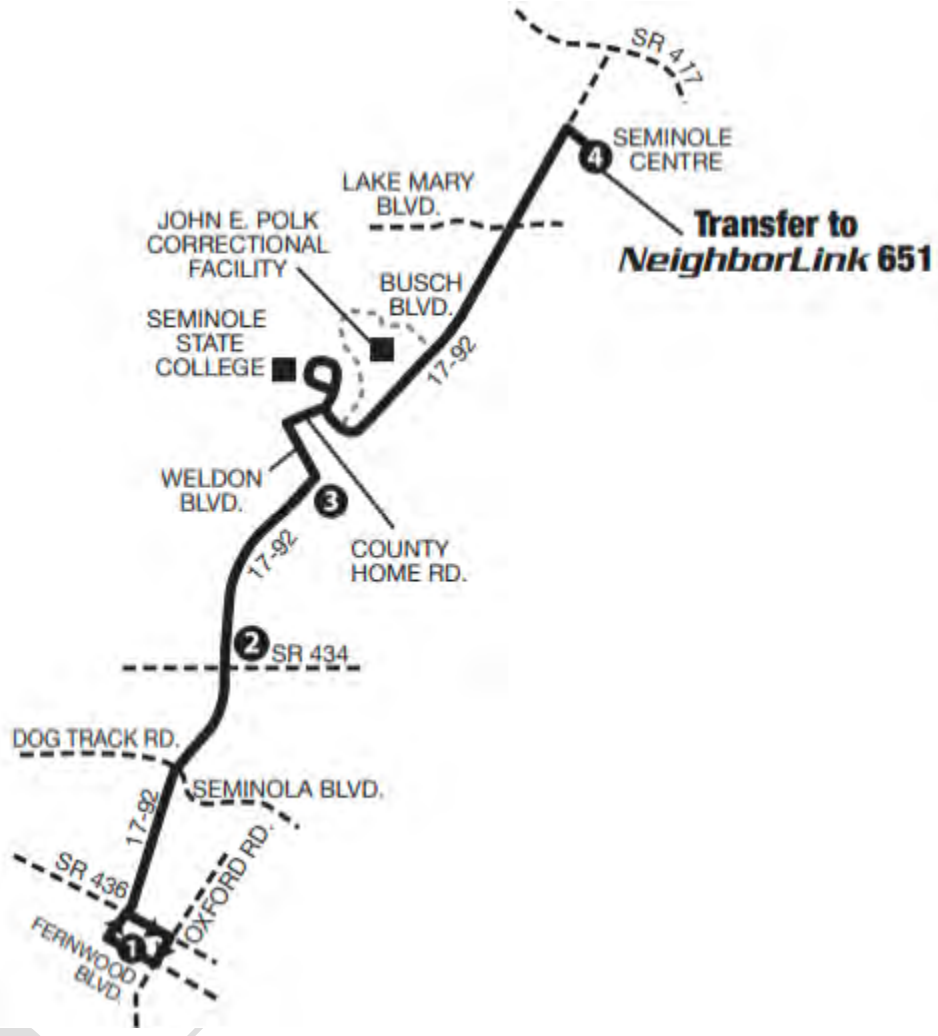
LINK 102 Orange Avenue/ South 17-92

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



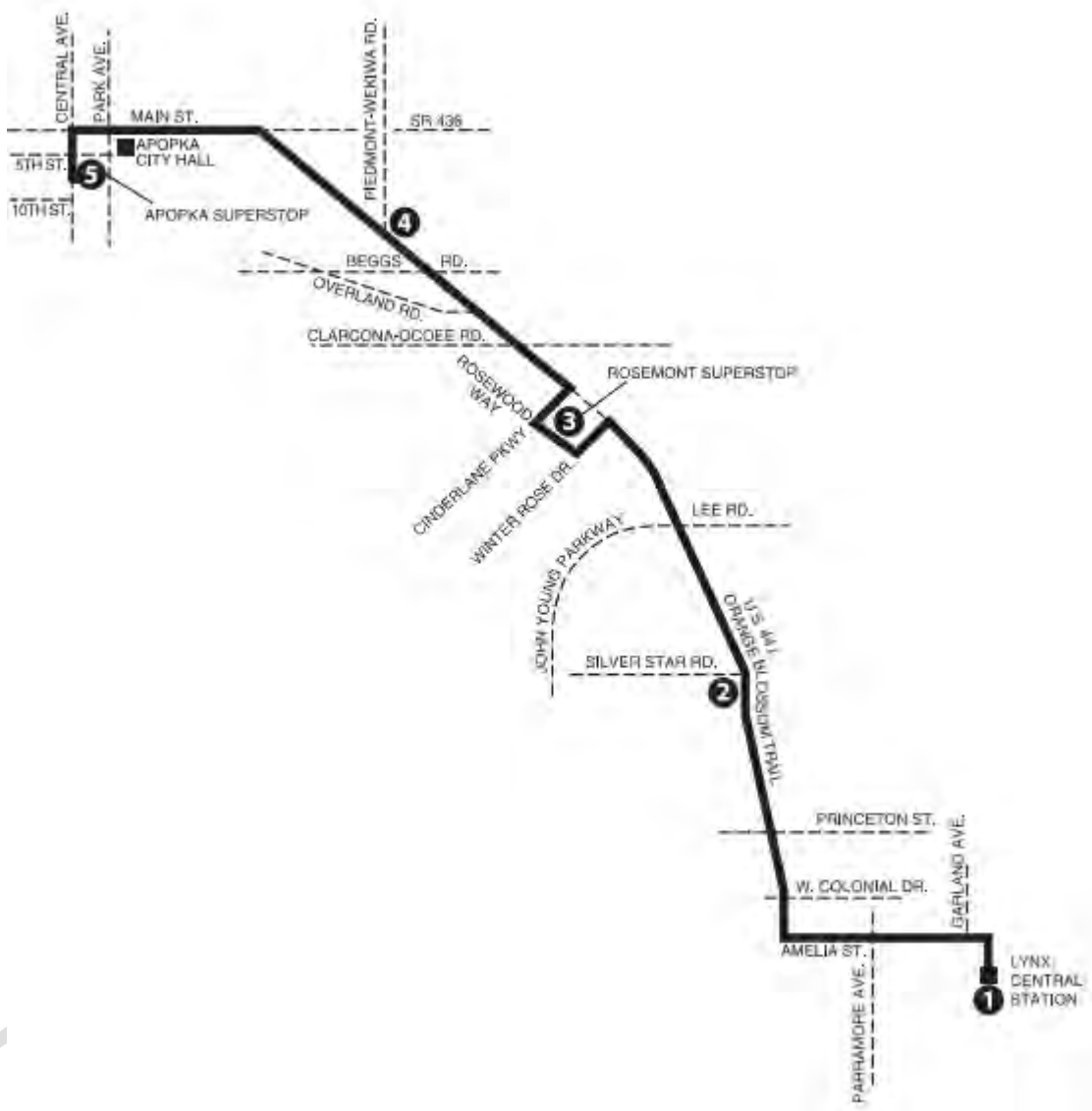
LINK 103 North U.S. 17-92/ Seminole Centre

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



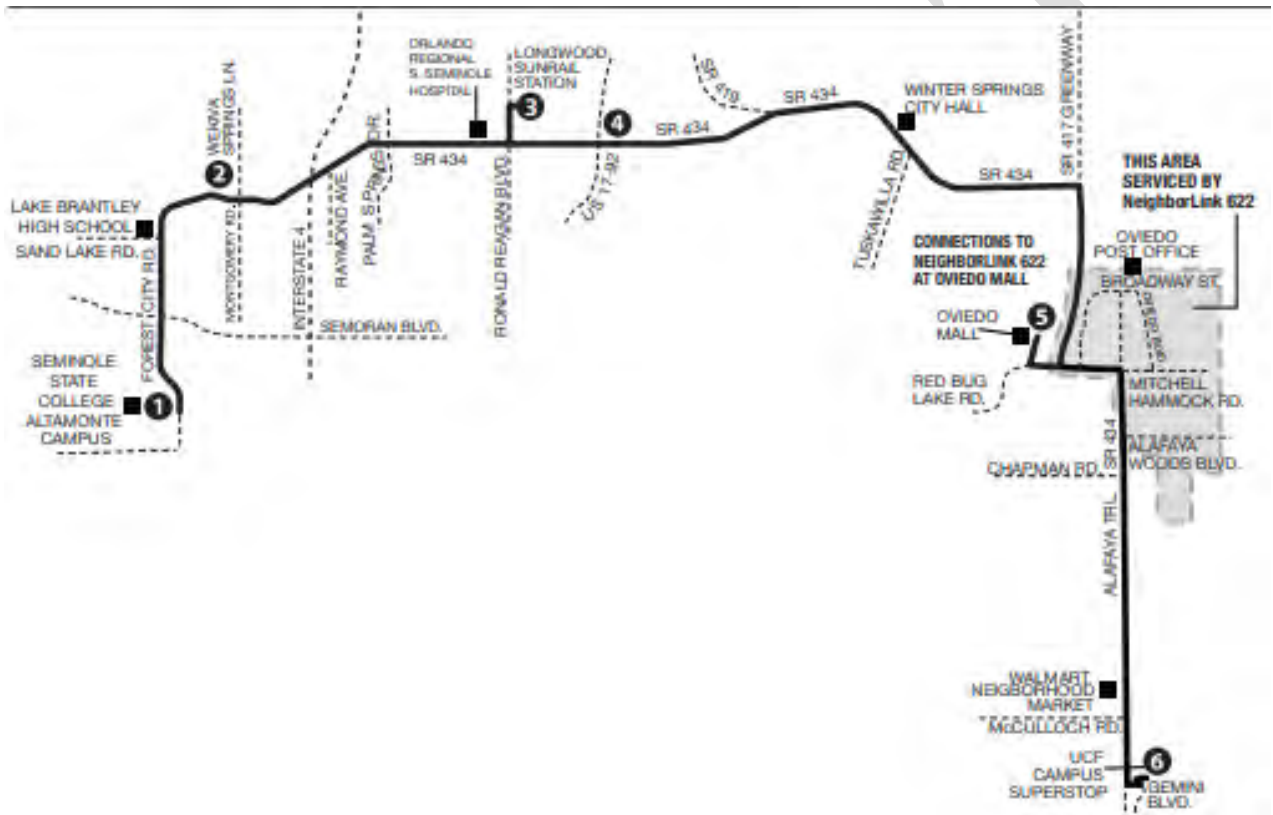
LINK 106 North U.S. 441/Apopka

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



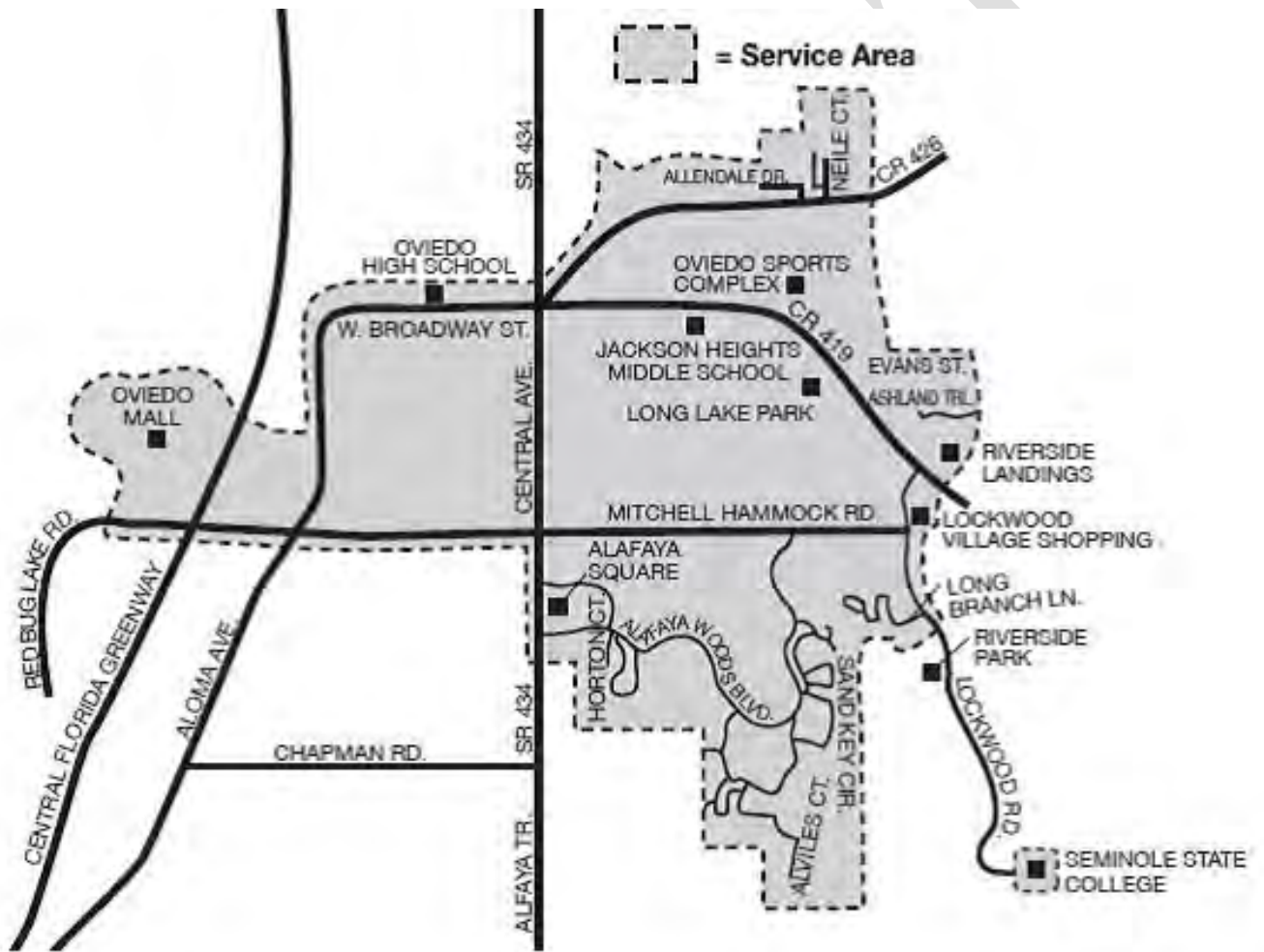
Link 436S SR 436 Fernwood/Orlando International Airport

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, Westwide 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

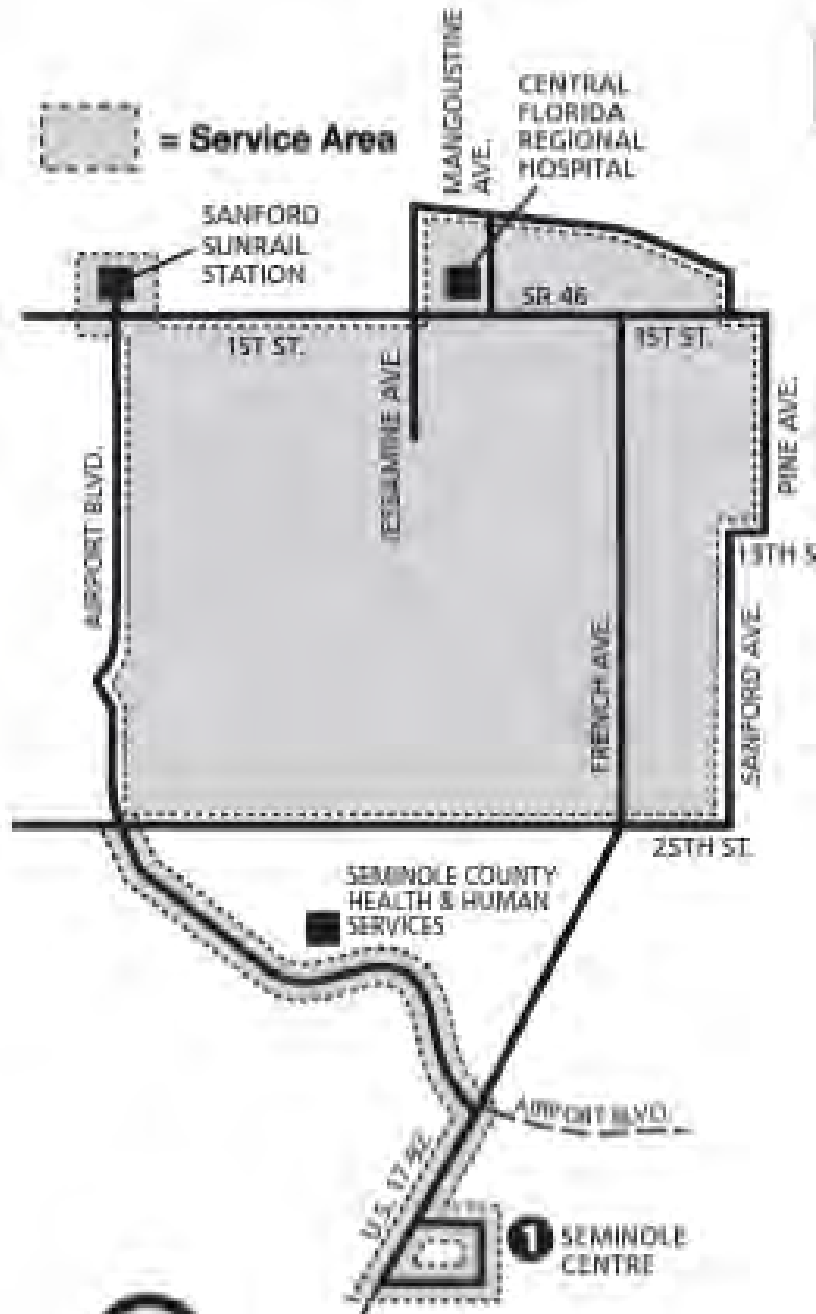


Exhibit "B"

Seminole County Transit Service Costs

Description of Appropriated Amount

October 1, 2023 through September 30, 2024

Fixed Route Operating Costs

Link Services	Amount
Link 1	\$280,892
Link 23	\$409,258
Link 34	\$1,125,330
Link 45	\$1,453,504
Link 102	\$728,618
Link 103	\$2,053,341
Link 106	\$71,856
Link 112	\$942,424
Link 113	\$2,214,577
Link 434	\$1,443,343
Link 461	\$784,817
Link 462	\$545,090
	\$12,053,050

Operating Cost Recoveries	Amount
Estimated Farebox Recovery	(\$1,584,277)
SunRail Feeder Service	(\$679,997)
City of Sanford	(\$93,000)
City of Altamonte Springs	(\$120,900)
Lynx Non-Operating Cost Recoveries	(\$143,718)
LYNX Stabilization Fund	(\$2,794,703)
	(\$5,416,595)

Net Fixed Route Cost **\$6,636,455**

<i>NeighborLink Operating Costs</i>	Amount
NL 622	\$203,028
NL 651	\$221,601
	\$424,629

<i>ParaTransit Operating Costs</i>		Amount
	Americans with Disabilities (ADA) Funding	\$3,956,329
	Transportation Disadvantaged (TD) Funding	\$1,331,578
	LYNX Stabilization Fund	(\$931,996)
		\$4,355,911

Total Operating Costs **\$11,416,995**

<i>Capital Funding Cost</i>		Amount
	\$3 per Hour Capital Funding	\$377,427
		\$377,427

Total County Transit Service Cost **\$11,794,422**

FY2024 Billing Schedule

	October-23	\$907,263
	November-23	\$907,263
	December-23	\$907,263
	January-24	\$907,263
	February-24	\$907,263
	March-24	\$907,263
	April 1-22/24	\$907,263
	April 23-30/24	\$907,263
	May-24	\$907,263
	June-24	\$907,263
	July-24	\$907,263
	August-24	\$907,263
	September-24	\$907,266
Annual Funding Request from County		\$11,794,422

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024 Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

LYNX Finance & Audit Committee Agenda

Action Agenda 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 FY2024 Service Funding Agreements with the Municipal Funding Partners

Date: 9/21/2023

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 2024 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 FY2024 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 2024 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Finance & Audit Committee Agenda

Exhibit "C"

Schedule Listing of LYNX Funding Partners

	<u>FY2024</u> <u>Funding Agreement</u>
<u>Operating Funding</u>	
Orange County	\$ 69,041,652
Osceola County	11,533,044
Seminole County	11,416,995
Subtotal	<u>\$ 91,991,691</u>
City of Orlando	\$ 4,003,006
City of Orlando - LYMMO	3,118,508
FDOT (SunRail Feeder Route)	2,157,842
Central Florida Tourism Oversight District	541,953
Altamonte Springs	120,900
City of Sanford	93,000
Subtotal	<u>\$ 10,035,209</u>
Subtotal Operating Funding	<u>\$ 102,026,900</u>
 <u>Capital Contributions</u>	
Orange County	\$ 2,849,631
Osceola County	464,019
Seminole County	377,427
Subtotal	<u>\$ 3,691,077</u>
Total Local Funds	<u><u>\$ 105,717,977</u></u>

**24-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 25, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 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, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**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, 2023 and ending on September 30, 2024.

“**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, 2023 and ending the following September 30, 2024.

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

“**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, 2023 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 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, 2023. 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. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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.

[Signatures appear on following page]

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

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

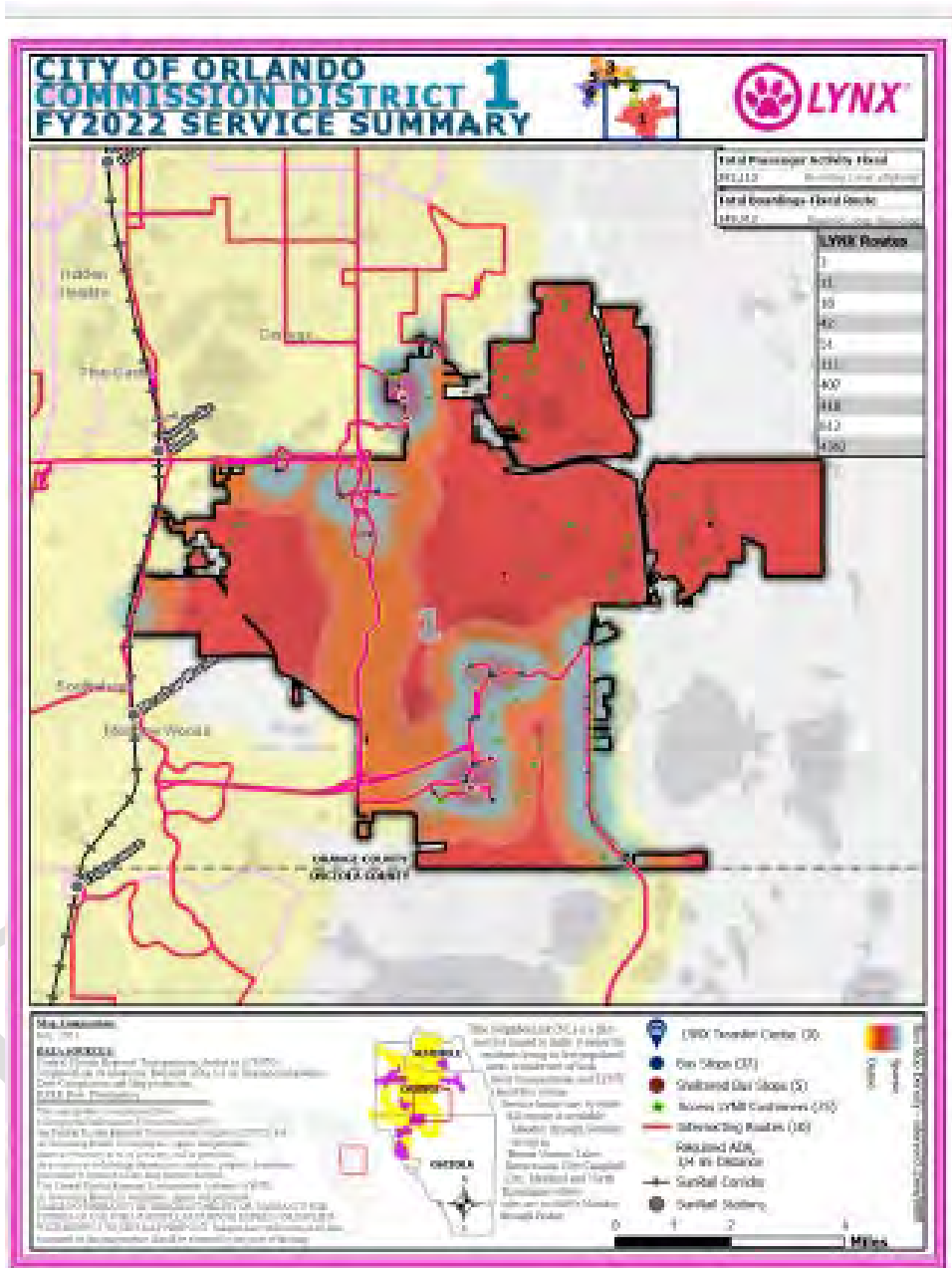
Title: Senior In-House Counsel

Date: _____

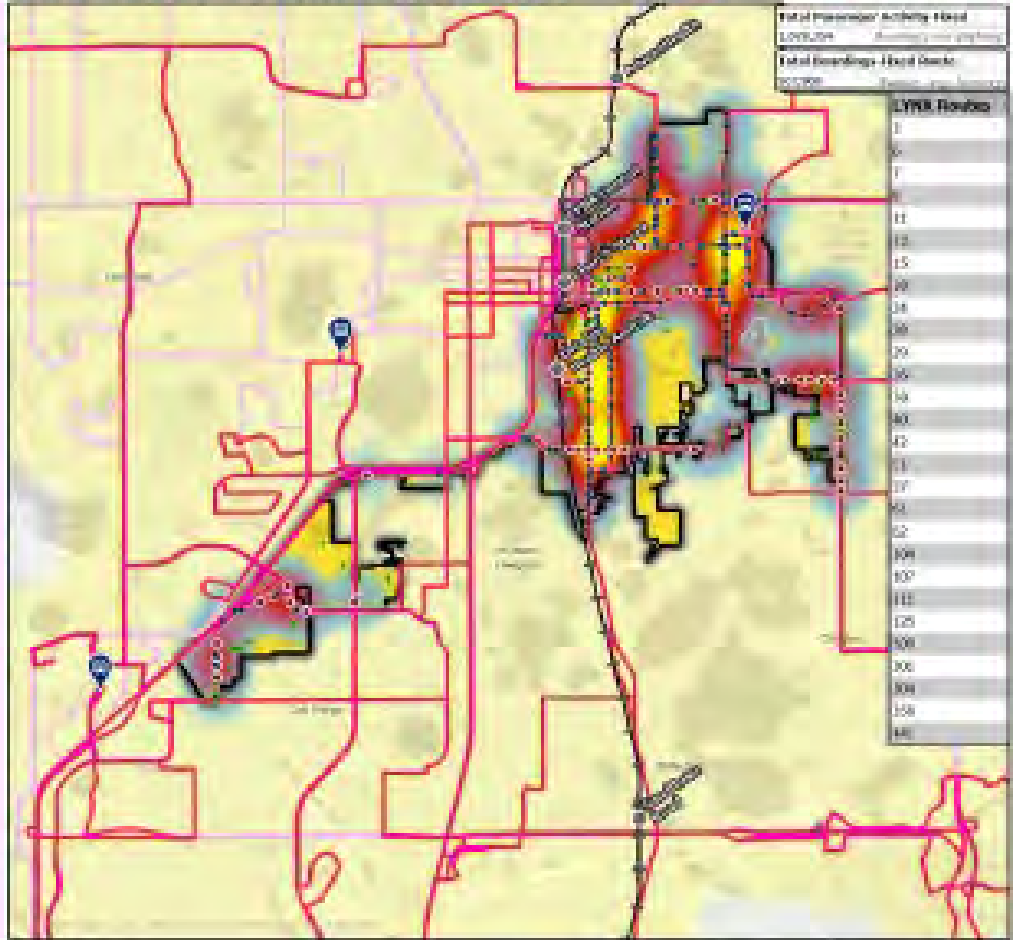
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Exhibit "A"

DESCRIPTION OF SERVICE AREA



CITY OF ORLANDO COMMISSION DISTRICT 4 FY2022 SERVICE SUMMARY



Est of Passenger Activity - Fiscal Year
LOWRIDER 2021-2022
Est of Boardings - Fiscal Year
LOWRIDER 2021-2022

LYNX Routes
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M.A. LYNX
 Fall 2021
BASIC SERVICES
 Local (City of Orlando, Orange County and Seminole County)
 Commuter (Orange County, Seminole County and Volusia County)
 Statewide (Florida Department of Transportation)
LYNX Basic Services
 Local (City of Orlando, Orange County and Seminole County)
 Commuter (Orange County, Seminole County and Volusia County)
 Statewide (Florida Department of Transportation)
 Local (City of Orlando, Orange County and Seminole County)
 Commuter (Orange County, Seminole County and Volusia County)
 Statewide (Florida Department of Transportation)
 Local (City of Orlando, Orange County and Seminole County)
 Commuter (Orange County, Seminole County and Volusia County)
 Statewide (Florida Department of Transportation)

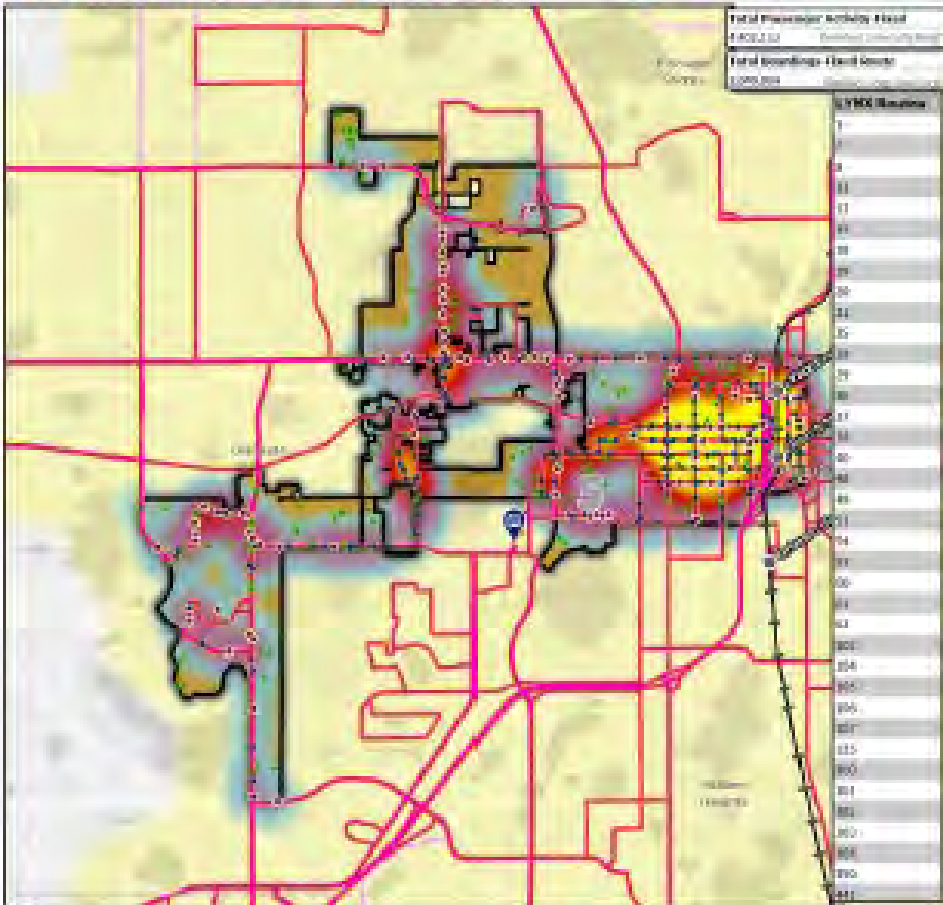


Map generated using GIS software. The map is for informational purposes only and does not constitute a contract. The City of Orlando is not responsible for any errors or omissions on this map. The City of Orlando is not responsible for any damages or losses resulting from the use of this map. The City of Orlando is not responsible for any claims or liabilities arising from the use of this map. The City of Orlando is not responsible for any claims or liabilities arising from the use of this map.

- LYNX Transfer Center (TC)
- Bus Stops (283)
- Orlando Bus Stops (28)
- Access to VMT Customers (164)
- Selected Bus Routes (28)
- Selected ADA 1/4 MI Distance
- Central Corridor
- Transfer Centers

Scale: 0.75 1.5 3 Miles

**CITY OF ORLANDO
COMMISSION DISTRICT 5
FY2022 SERVICE SUMMARY**



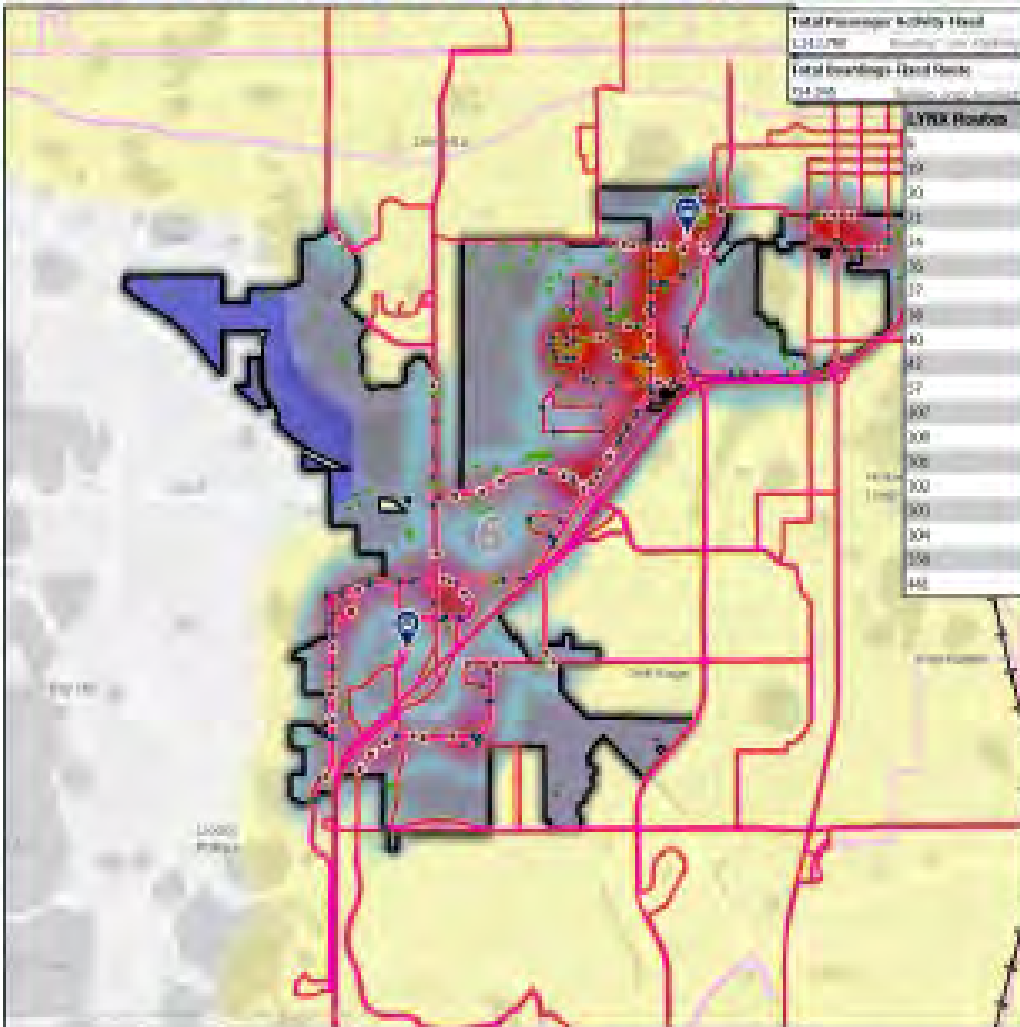
Map Legend:

- LYNX Transfer Center (1)**
- City Stop (257)**
- Orlando Bus Stops (114)**
- Active LYNX Customers (136)**
- Intercity Routes (38)**
- Required ADA 1/4 MI Distance**
- Corral Corridor**
- Corral Station**

Map Scale: 0 0.5 1 2 Miles

Map Data: City of Orlando, LYNX, and other relevant agencies.

CITY OF ORLANDO COMMISSION DISTRICT 6 FY2022 SERVICE SUMMARY



Total Passenger Activity Head	1,243,797
Total Boardings - Head Month	774,265

LYNX Routes	
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Map Legend:

BAAS SERVICES

LYNX is a public transit system operated by the City of Orlando. It is a public utility and is subject to the Florida Public Utility Code. The City of Orlando is the sole provider of the service. The service is provided to the public and is subject to the Florida Public Utility Code. The City of Orlando is the sole provider of the service. The service is provided to the public and is subject to the Florida Public Utility Code.

The map shows the location of the service area in the City of Orlando. The service area is located in the central part of the city. The map shows the location of the service area in the City of Orlando. The service area is located in the central part of the city.

LYNX Transfer Center (2)

Bus Stops (243)

Sheltered Bus Stops (71)

Buses (LYNX Coaches) (200)

Intersecting Routes (14)

Required ADA 1/4 mi Distance

Capital Corridor

Capital Station

0 0.5 1 2 Miles

Exhibit "B"
APPROPRIATED AMOUNT

October 2023 through September 2024

\$4,003,006

Exhibit B City of Orlando Transit Service Costs For FY2024	
Total City Transit Service Cost	\$ 4,003,006

FY2024 Billing Schedule:	
October 2023	\$ 1,000,751
January 2024	\$ 1,000,751
April 2024	\$ 1,000,751
July 2024	\$ 1,000,753
Annual Funding Request from City	\$ 4,003,006

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024 Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

ADDENDUM ONE

Both parties agree that in the future LYNX may be requested by the Funding Partner to participate in the Orlando Future - Ready Initiatives including strategies to provide safe, affordable transportation services, the scope and cost of which will be agreed upon by the parties at a future date. It is further agreed that the Funding Partner will reimburse LYNX for all project costs associated with such a request.

In support of this request, LYNX will enter into a contract(s) with Beep, Inc., which will include a defined scope of work, "Contract," who shall provide a "turn key" transportation service, as a pilot program, "Program," to demonstrate autonomous vehicle technologies in the City by deploying, operating, and managing two (2) Autonomous Vehicles within Creative Village. Each of the Autonomous Vehicles shall have a minimum seated capacity of eight (8) passengers and shall be wheelchair accessible with no less capacity than one (1) wheelchair securement position. The Contract will also contain other technical details of the Program, such as project cost, other vehicle specifications, routes, schedules, fees, etc., substantially similar to those technical details provided in **Exhibit "A,"** attached hereto. LYNX agrees to consult with the City prior to finalizing all technical details. The Program will involve a nine (9) month project duration including three (3) months of preparation and configuration and six (6) months of revenue service using two (2) autonomous shuttles. The cost of the Program, will be billed by LYNX to the City, and paid by the City to LYNX, on a monthly basis during the nine (9) month project duration, and will not exceed \$500,000. Except as specifically provided otherwise in this Addendum One, all terms of the Agreement will apply to City and LYNX relating to LYNX' provision of services described in this Addendum One. This Addendum One is subject to the City's review and approval of the form of the Contract, which authority to make said determination is hereby delegated to the City's Director of Transportation.

**24-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 18, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2022 to September 30, 2023 and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**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, 2023 and ending on September 30, 2024.

“**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, 2023 and ending the following September 30, 2024.

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

“**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, 2023 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; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

City of Altamonte Springs
City Clerk's Office
225 Newburyport Avenue
Altamonte Springs, Florida 32701
407-571-8000
cityclerk@altamonte.org

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

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

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

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

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

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

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

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

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

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

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

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

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

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

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

As to Funding Partner:	City of Altamonte Springs 225 Newburyport Avenue Altamonte Springs, Florida 32701 Attn: Franklin W. Martz, II, City Manager
------------------------	--

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Public Works and Utilities

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. 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. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

25. **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.

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.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
City Clerk

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

City Attorney

FUNDING PARTNER:

**CITY OF ALTAMONTE SPRINGS,
FLORIDA**

By: _____
Pat Bates, Mayor

Date: _____

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

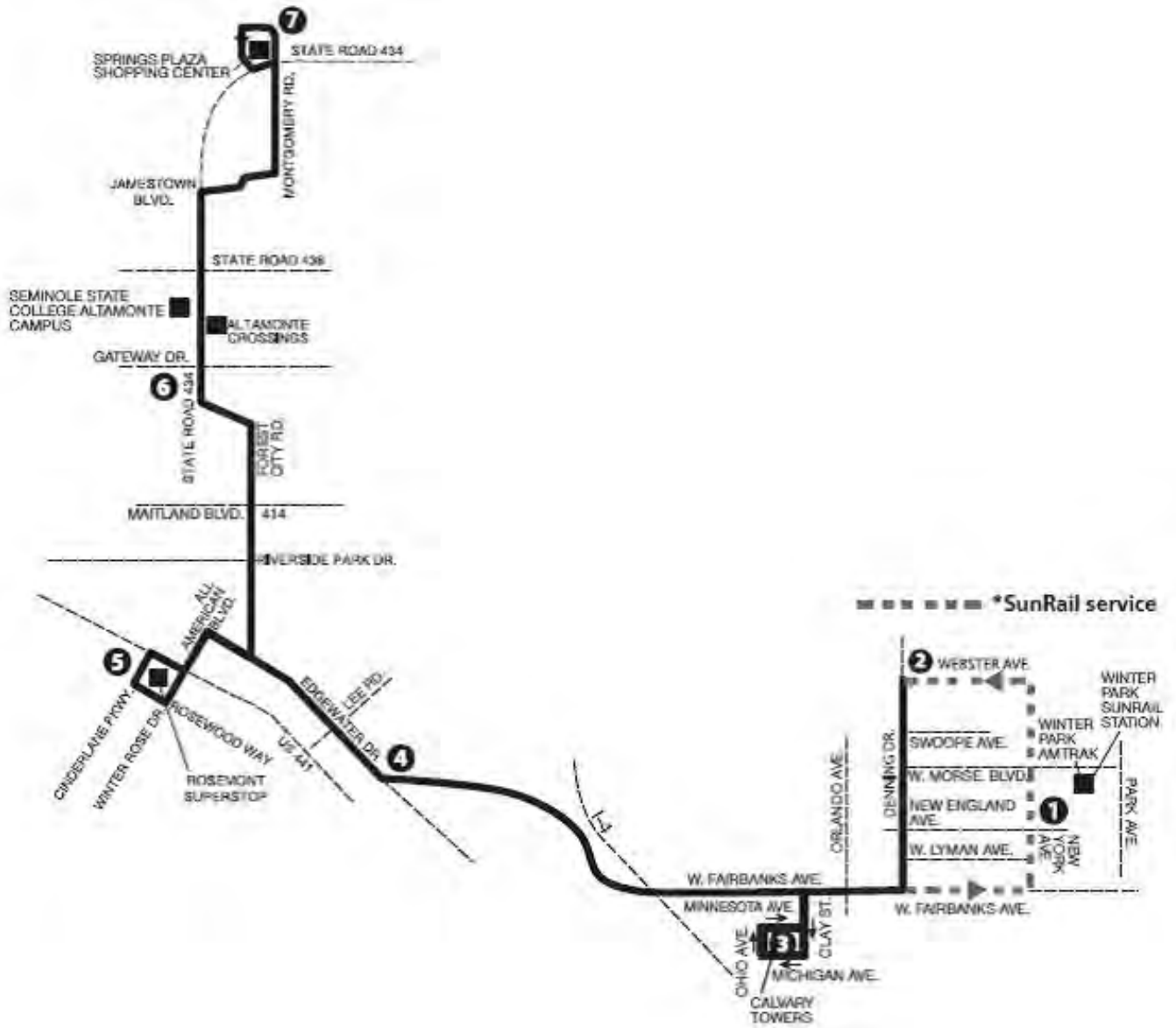
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

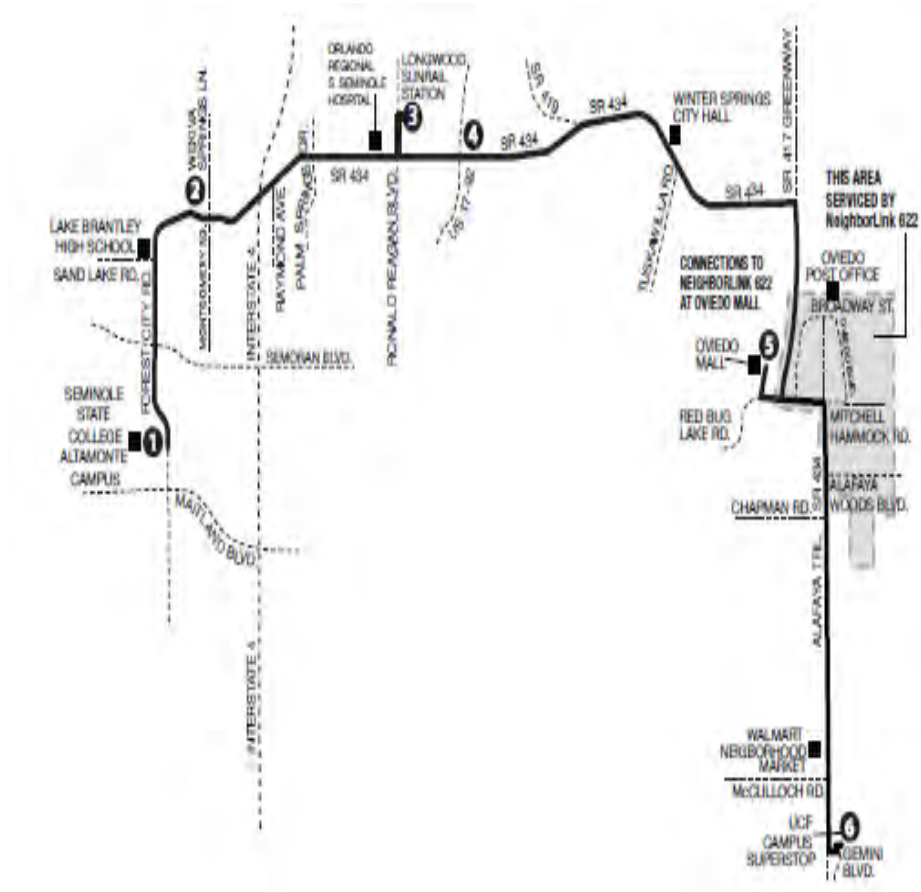
LINK 23 Winter Park/Springs Plaza

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



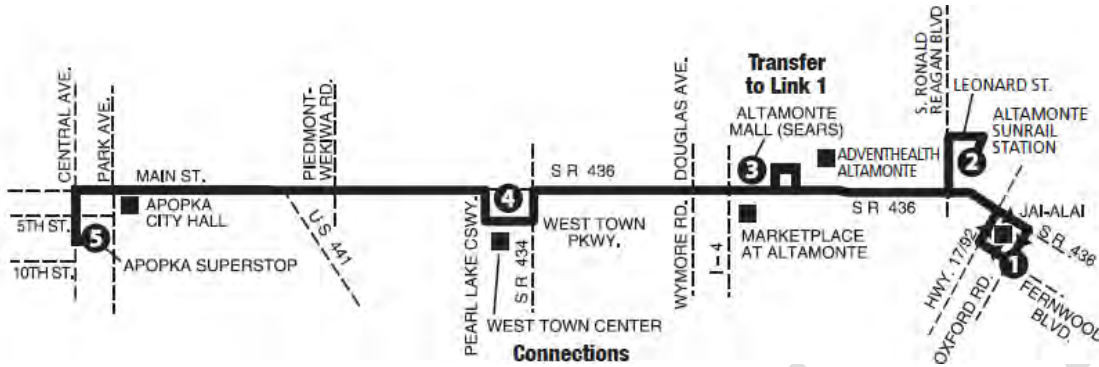
Link 434 SR 434

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



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

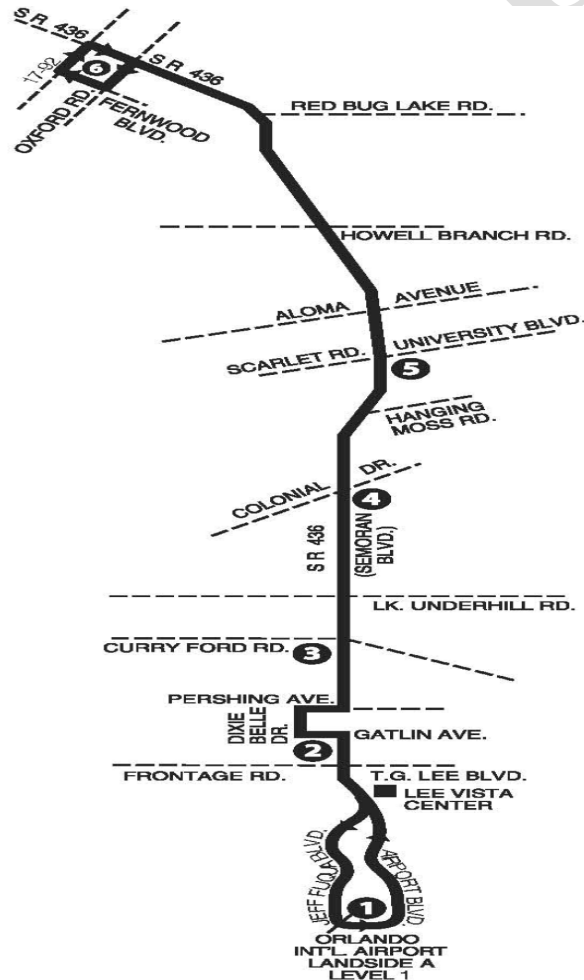


Exhibit "B"

APPROPRIATED AMOUNT

October 2023 through September 2024 \$ 120,900

FY2024 Billing Schedule:	
October 2023	\$ 30,225
January 2024	\$ 30,225
April 2024	\$ 30,225
July 2024	\$ 30,225
Annual Funding Request from City	\$ 120,900

DRAFT

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024 Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

**24-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 charter county and political subdivision 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 18, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 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, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 ("**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, 2023 and ending on September 30, 2024

"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, 2023 and ending the following September 30, 2024.

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

“**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, 2023 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 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; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

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

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

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

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents,

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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 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 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, 2023. 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. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

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.

[Signatures appear on following page]

DRAFT

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

CITY OF SANFORD, FLORIDA

By: _____
City Clerk

By: _____
Art Woodruff, Mayor

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

Date: _____

City Attorney

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

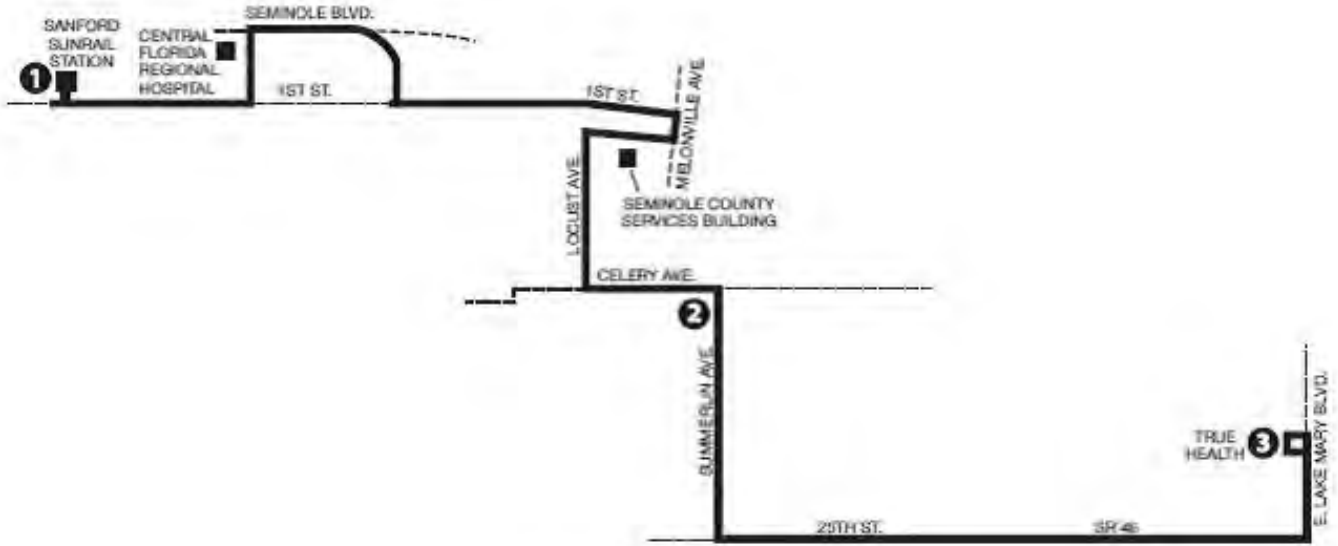
DRAFT

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

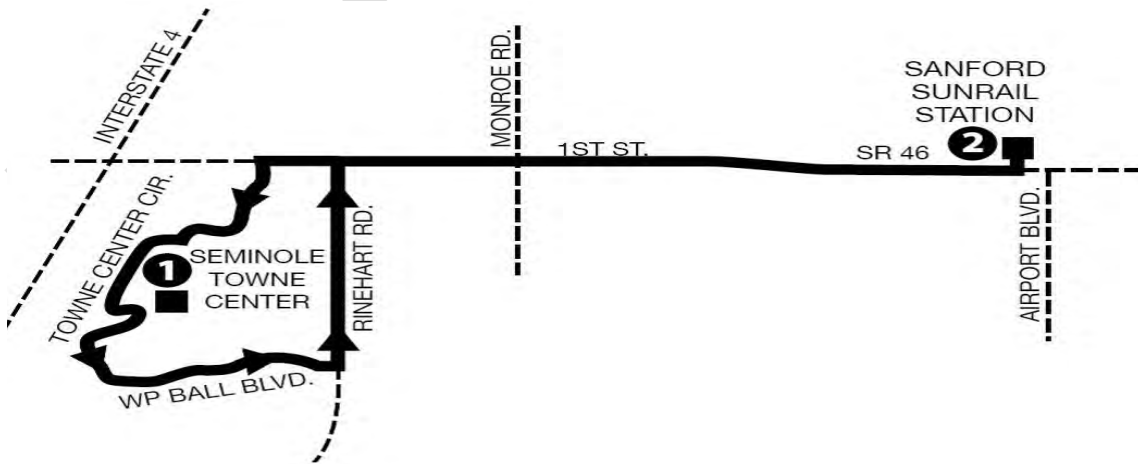


Exhibit "B"

APPROPRIATED AMOUNT

October 2023 through September 2024 \$ 93,000

FY2024 Billing Schedule:	
October 2023	\$ 7,750
November 2023	\$ 7,750
December 2023	\$ 7,750
January 2024	\$ 7,750
February 2024	\$ 7,750
March 2024	\$ 7,750
April 2024	\$ 7,750
May 2024	\$ 7,750
June 2024	\$ 7,750
July 2024	\$ 7,750
August 2024	\$ 7,750
September 2024	\$ 7,750
Annual Funding Request from City	\$ 93,000

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<u>Operating Funding</u>		
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LYNX Finance & Audit Committee Agenda

Action Agenda 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 FY2024 Bus Service Agreements

Date: 9/21/2023

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 \$541,953 for a period of one (1) year;
- Lake County in the amount of \$160,588 for a period of one (1) year;
- Osceola County Link 612 in the amount of \$1,274,334 for a period of one (1) year;
- I-Drive Community Redevelopment Area in the amount of \$2,087,717 for a 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, and Link 306: Disney Direct/Poinciana per an agreement with the Reedy Creek Improvement District (RCID). The Agreement provides for the daily operation of four (4) evening trips on the Link 350 and Link 56 and all service (two trips) on the Link 306.

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

LYNX Finance & Audit Committee Agenda

County, with service operating along U.S. 192, U.S. 27, and terminating at the Four Corners Walmart.

Osceola County Link #612: The name for the route is Link 612 Narcoossee Road. The proposed 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.

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.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the entities for Fiscal Year 2024 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$4,064,592 for the agreements with Central Florida Tourism Oversight District, Lake County, Osceola County Link #612, and International Drive (I-Drive).

**BUS SERVICE AGREEMENT
24-C01**

by and between

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

and

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

relating to the
providing of bus service in the Central Florida Tourism Oversight District Service Area
formerly known as the Reedy Creek Improvement District

October 1, 2023

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(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

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BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2023, 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 Exhibit "C."
<u>Contributions</u>	shall mean, the CFTOD Contributions.
<u>CFTOD</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>CFTOD Contributions</u>	shall mean the contributions to be made by CFTOD to LYNX for the Bus Service to be paid in the amounts and on the dates set forth in Exhibit "B" attached hereto.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "C" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

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

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- (b) All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, etc.
- (c) The changing transportation needs of CFTOD to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2024 (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 Five Hundred Forty-One Thousand Nine Hundred Fifty-Three Dollars (\$541,953) payable in two payments of Two Hundred Seventy Thousand Nine Hundred Seventy-Six Dollars (\$270,976) upon the effective date of Agreement and Two Hundred Seventy Thousand Nine Hundred Seventy-Seven Dollars (\$270,977) on or before September 1, 2024, as set forth in **Exhibit "B"**. No additional fees shall be due from CFTOD for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc.) the same may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of CFTOD under this Agreement.

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

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

- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Central Florida Tourism Oversight District ; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.
- (b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

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

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

10. **INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

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

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

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

14. **NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS.** This Agreement is

solely between the parties hereto and no entity, person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

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

As to LYNX: Tiffany Homler Hawkins
Chief Executive Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6064

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

As to CFTOD: Glenton Gilzean, Jr, District Administrator
Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830
Telephone: (407) 934-7480

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

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL

CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

In the event either party employs an attorney or brings an action against the other party arising out of the terms of this Agreement, the prevailing party (whether such prevailing party has been awarded a money judgment or not) shall receive from the non-prevailing party (and the non-prevailing party shall be obligated to pay) the prevailing party's reasonable legal fees and expenses (including, without limitation, the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this provision. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcription fees, depositions or proceedings, costs of discovery and travel costs. The term "prevailing party" as used in this provision shall mean that party whose positions substantially prevail in such action or proceeding, and any action or proceeding brought by any other party against the other as contemplated in this provision may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. In the event no party substantially prevails in its positions, the court may rule that no party has so substantially prevailed, in which event each party shall be responsible for their own fees and expenses in connection therewith.

17. **MISCELLANEOUS CLAUSES.**

- (a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either LYNX and/or CFTOD of their rights to invoke sovereign immunity as a governmental entity.
- (b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder (other than the payment of money) shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and government regulations and directives as applicable.

- (c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- (e) **Public Records; E-Verification.** The Parties hereto warrant compliance with the provisions of (i) Chapter 119, F.S. (with regard to its/their respective duty(ies) to provide public records relating to this Agreement), and (ii) all federal immigration laws and regulations that relate to their employees. The Parties acknowledge and agree that LYNX and CFTOD are public employers that are subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding anything to the contrary contained herein, if either CFTOD or LYNX has a good faith belief that the other has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the party with such good faith belief shall terminate this Agreement. The party violating this paragraph shall be liable for any additional costs incurred by the other party as a result of the termination of this Agreement based on said party's failure to comply with the E-Verify requirements referenced herein.
- (f) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (g) **Benefits of Service.** The CFTOD monies to be paid by CFTOD to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (h) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (i) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable present or future laws by a court of competent jurisdiction, the remaining provisions shall

remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable. In lieu of each clause or provision of this Agreement which is invalid, illegal or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

- (j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- (k) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (l) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, CFTOD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if CFTOD should fail to pay the requisite CFTOD Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- (m) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit "C."** Thus, the Contributions may be used for all of said Bus Service.

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

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

[Signatures on Following Pages]

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: _____
Name: Tiffany Homler Hawkins
Title: 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: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

[Signatures Continue on Following Page]

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

**CFTOD:
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

By: _____

Name: Glenton Gilzean, Jr.

Title: District Administrator

Date: _____

ATTEST:

By: _____

Clerk, Board of Supervisors

DRAFT

EXHIBIT "A"

Sketch of Central Florida Tourism Oversight District Service Area

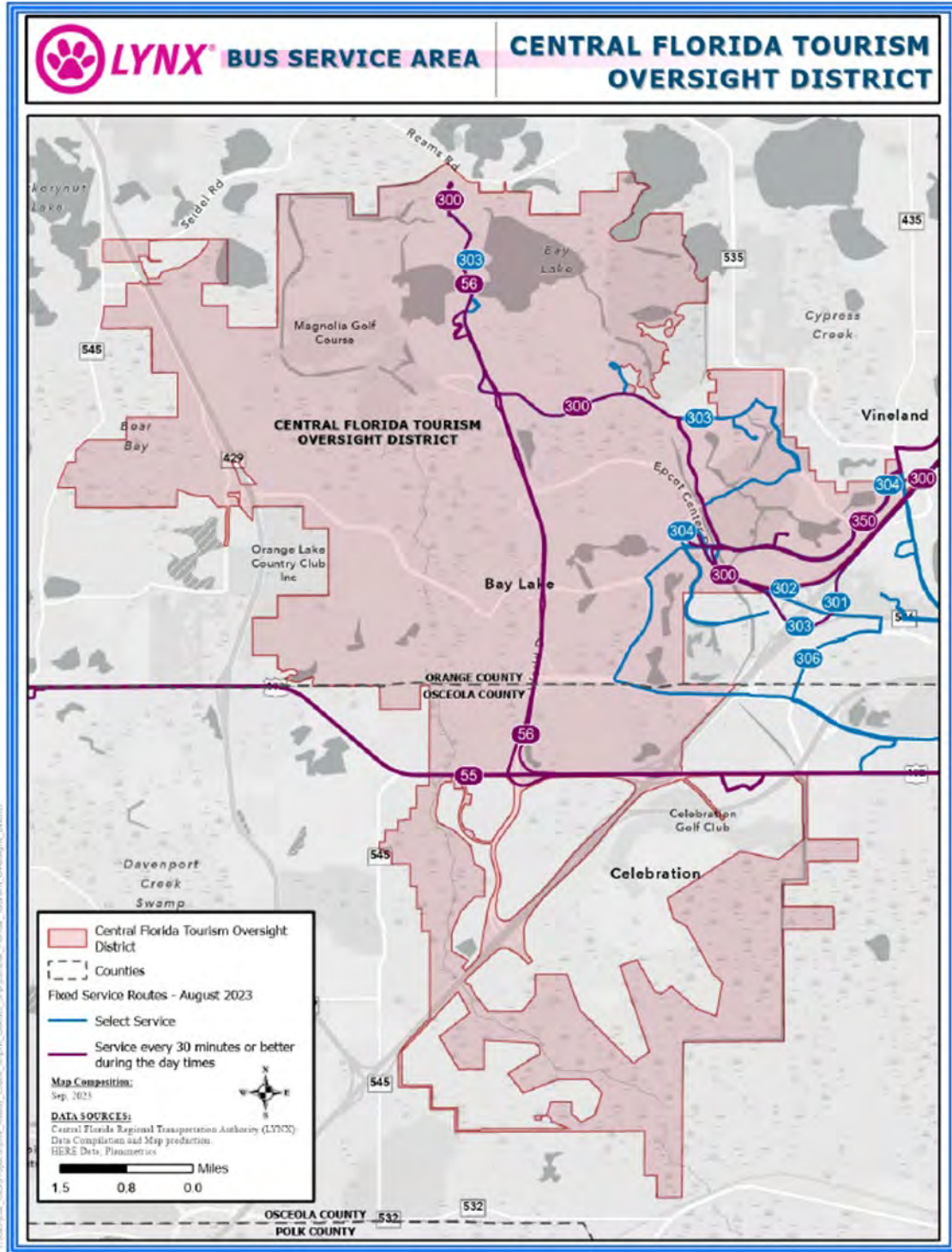


Exhibit "B"

Central Florida Tourism Oversight District Transit Service Costs

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 56	\$166,298
Link 306	\$170,184
Link 350	\$205,471
	\$541,953

Net Funding Request from County \$541,953

FY2024 Billing Schedule

On or before 10/1/2023	\$270,976
On or before 9/1/2024	\$270,977
Annual Funding Request from County	<u><u>\$541,953</u></u>

EXHIBIT "C"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective August 20, 2023

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

Route	Days of Service	Times of Service	Stops
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 5:30 AM – 11:00 PM approximately every half hour daily from Disney University (6:24 AM – 11:54 PM Saturdays and 6:30 AM – 11:10 PM Sundays)	Plaza del Sol, Old Town, Celebration, WDW Transportation and Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail, and Osceola Regional Medical Center
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 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 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:15 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Orange County Convention Center, SeaWorld, Destination Parkway Superstop, Downtown Orlando, and LYNX Central Station

APPENDIX 1

Graphical Depictions of LYNX Bus Service Routes

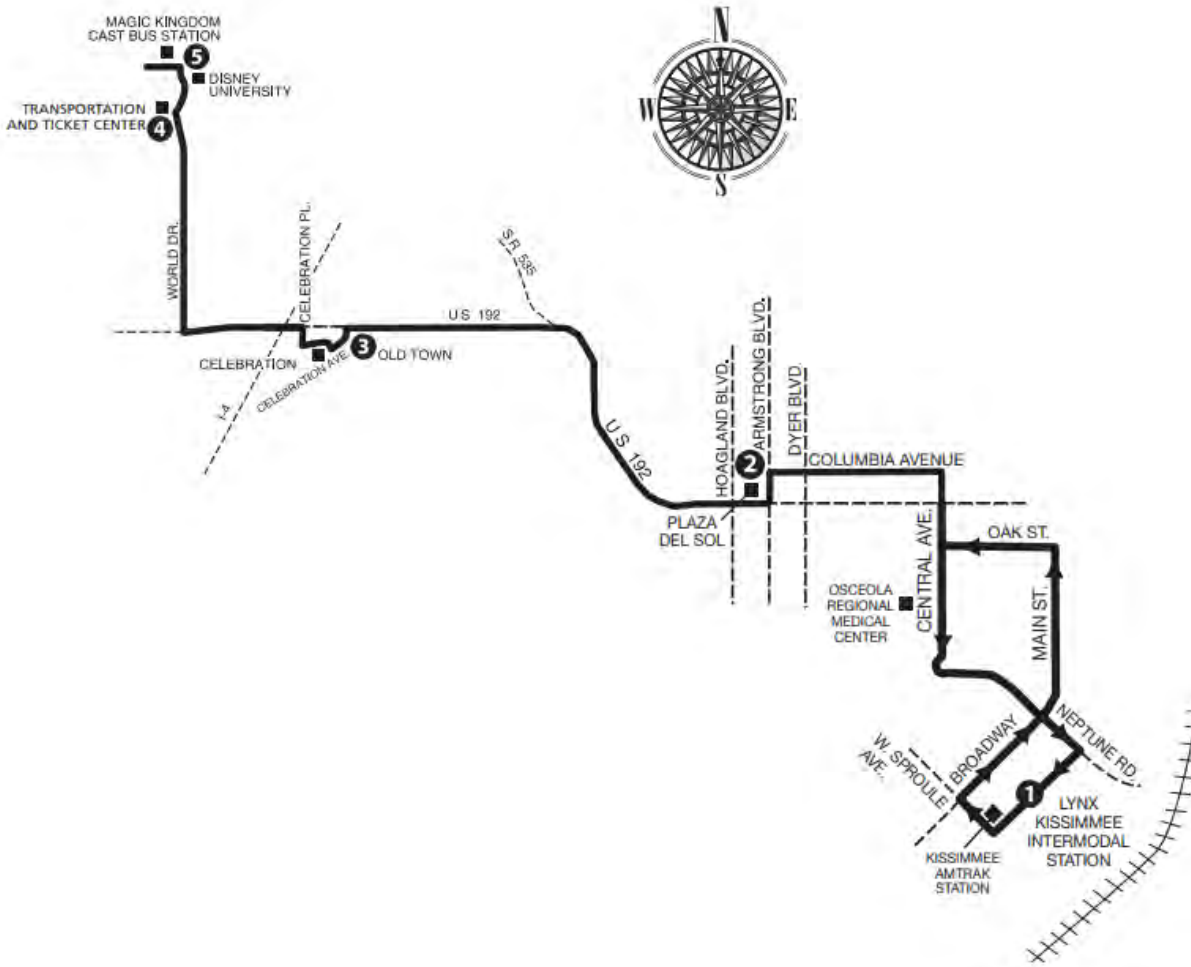
Link 56

W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

- Magic Kingdom Cast Bus Station
- Disney University
- LYNX Kissimmee Intermodal Station/SunRail
- Osceola Regional Medical Center



Service: Monday-Sunday & Holidays
5:30 AM to 12:08 AM

Frequency: 30 minutes

Link 306

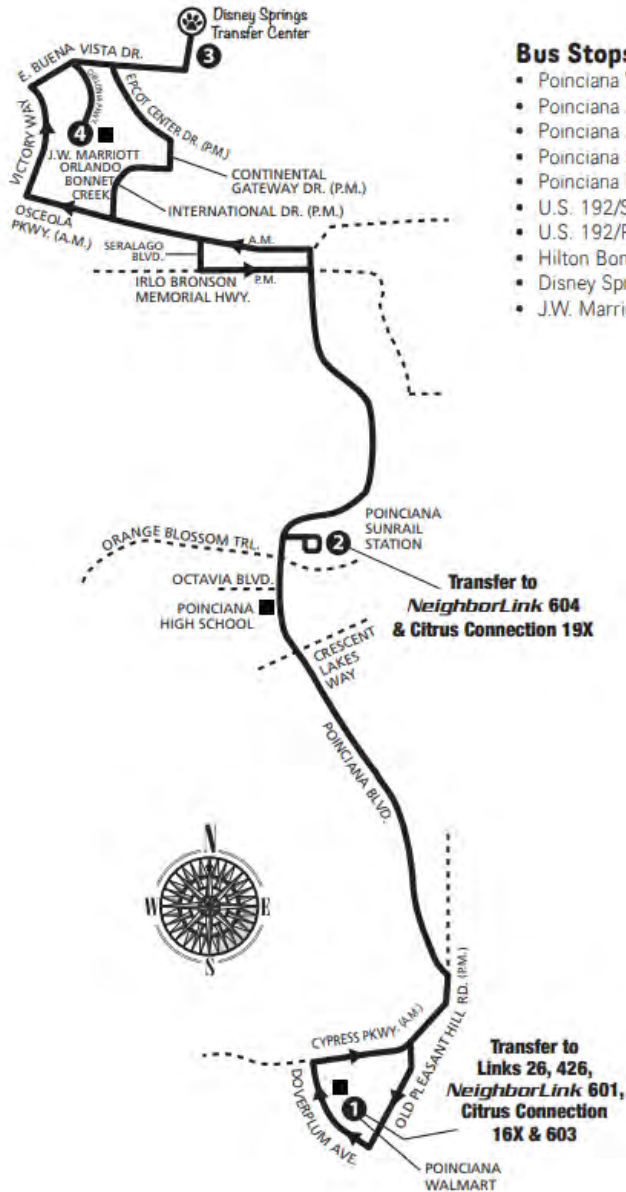
Disney Direct

Monday–Sunday & Holiday service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

- Citrus Connection 16X, 19X, 603
- NeighborLink 604
- Poinciana Walmart
- Poinciana SunRail Station
- J.W. Marriott Orlando
- Bonnet Creek



Bus Stops:

- Poinciana Walmart
- Poinciana Blvd./Crescent Lakes Way
- Poinciana Blvd./Trafalgar Blvd.
- Poinciana SunRail Station
- Poinciana Blvd./Irlo Bronson (a.m.)
- U.S. 192/Seralago Blvd. (p.m.)
- U.S. 192/Poinciana Blvd. (p.m.)
- Hilton Bonnet Creek
- Disney Springs Transfer Center
- J.W. Marriott Orlando Bonnet Creek

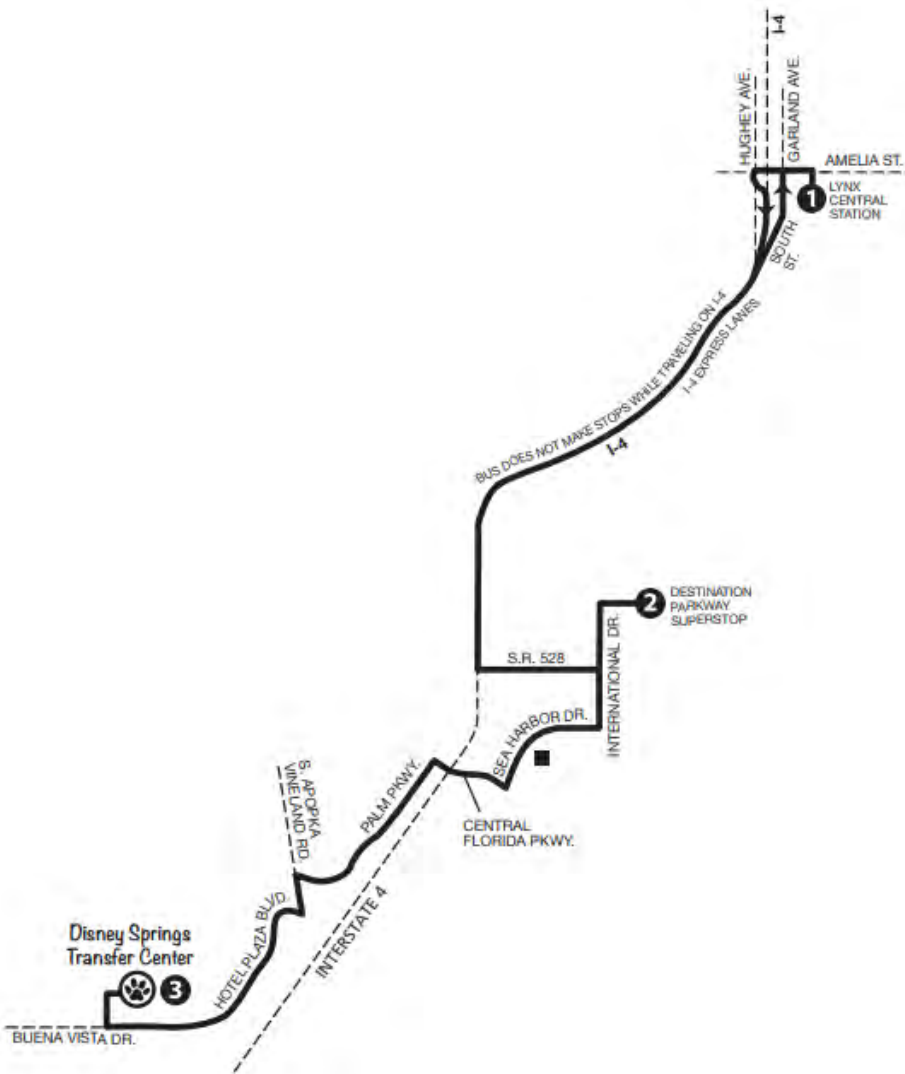
Service: Monday-Sunday & Holidays

Frequency: One northbound trip to Disney Springs at 6:09 a.m.
One PM southbound trip to Poinciana at 5:15 p.m.

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
24-C02**

by and between

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

and

LAKE COUNTY

October 1, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2023, by and between:

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

and

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as “**LAKE COUNTY**”) whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778. **LAKE COUNTY** and **LYNX** shall sometimes each be referred to as a “party” and collectively as the “**parties.**”

WITNESSETH:

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

WHEREAS, LAKE COUNTY has expressed a need for additional or new public transportation service in and to certain portions of Lake County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

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

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

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

- | | |
|-----------------------------------|--|
| <u>Agreement</u> | Shall mean this Bus Service Agreement, as the same may be amended from time to time. |
| <u>Bus Service</u> | Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement. |
| <u>Cost of Bus Service</u> | Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2024, will be based on an estimated hourly rate of \$103.69 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 24-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.; and
- c. The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and which are either consistent with the terms of the Agreement or, if

**Bus Service Agreement 24-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, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2024 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of 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 24-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.

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.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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, B.C.S., Senior In-House Counsel 455 North Garland Avenue Orlando, Florida 32801
LAKE COUNTY:	Lake County Manager Jennifer Barker PO Box 7800 Tavares, Florida 32778
Copy:	Lake County Attorney PO Box 7800 Tavares, Florida 32778

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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.

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.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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 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.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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:

- 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

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

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.

LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins, Chief Executive Officer

This _____ day of _____ 2023.

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 _____ 2023.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Kirby Smith, Chairman

This _____ day of _____ 2023.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to Form and Legality:

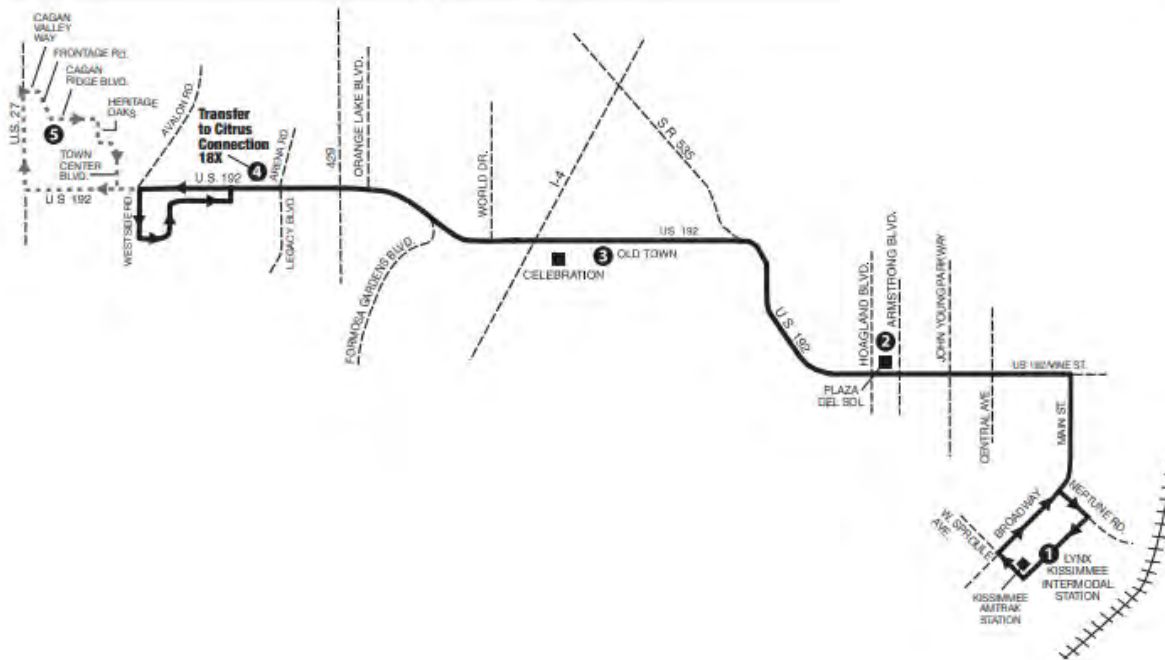
Melanie Marsh, County Attorney

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, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 55	\$160,588

Net Funding Request from County **\$160,588**

FY2024 Billing Schedule

October-23	13,019
November-23	13,019
December-23	15,913
January-24	13,019
February-24	11,576
March-24	14,470
April-24	11,576
May-24	13,019
June-24	14,470
July-24	13,019
August-24	13,026
September-24	14,462

Annual Funding Request from County **160,588**

**BUS SERVICE AGREEMENT
24-C11**

by and between

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

and

Osceola County, Florida

relating to the providing of bus service in Osceola County, Florida

October 1, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October 2023, 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

OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is, 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741. **OSCEOLA COUNTY** and Link 612 shall sometimes each be referred to collectively as the “**parties.**”

WITNESSETH:

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

WHEREAS, OSCEOLA COUNTY has expressed a need for additional or new public transportation service in and to certain portions of OSCEOLA COUNTY, identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed for 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 incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2024, will be based on an estimated hourly rate of \$103.69 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

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

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by the OSCEOLA COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Description & Schedule of Bus Route(s) Shall mean the area indicated in **Exhibit “A”** attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 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.; and

c. The changing transportation needs of OSCEOLA 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 the date hereof October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2024 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

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, OSCEOLA COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to OSCEOLA COUNTY Board County Commissioners. 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 OSCEOLA COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and OSCEOLA COUNTY Board County Commissioners 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 OSCEOLA 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 OSCEOLA 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 OSCEOLA COUNTY, could move that Bus Stop to a safer location.

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

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

OSCEOLA COUNTY
c/o Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, FL34741

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 OSCEOLA 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.** OSCEOLA 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 OSCEOLA 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 OSCEOLA 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

OSCEOLA COUNTY: Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: Transportation Planning
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

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 OSCEOLA 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 OSCEOLA 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 OSCEOLA 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.

1. **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, OSCEOLA 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 OSCEOLA COUNTY. Thus, for example, if OSCEOLA 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."** 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 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.** This Agreement is subject to the 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 Executive Director and the approval of OSCEOLA COUNTY City Manager.
- (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 OSCEOLA COUNTY Board 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.

Attest:

OSCEOLA COUNTY

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

By: _____
Chair / Vice Chair

(Print Name and Title of Person Signing)

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: Tiffany Homler Hawkins
Title: 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: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

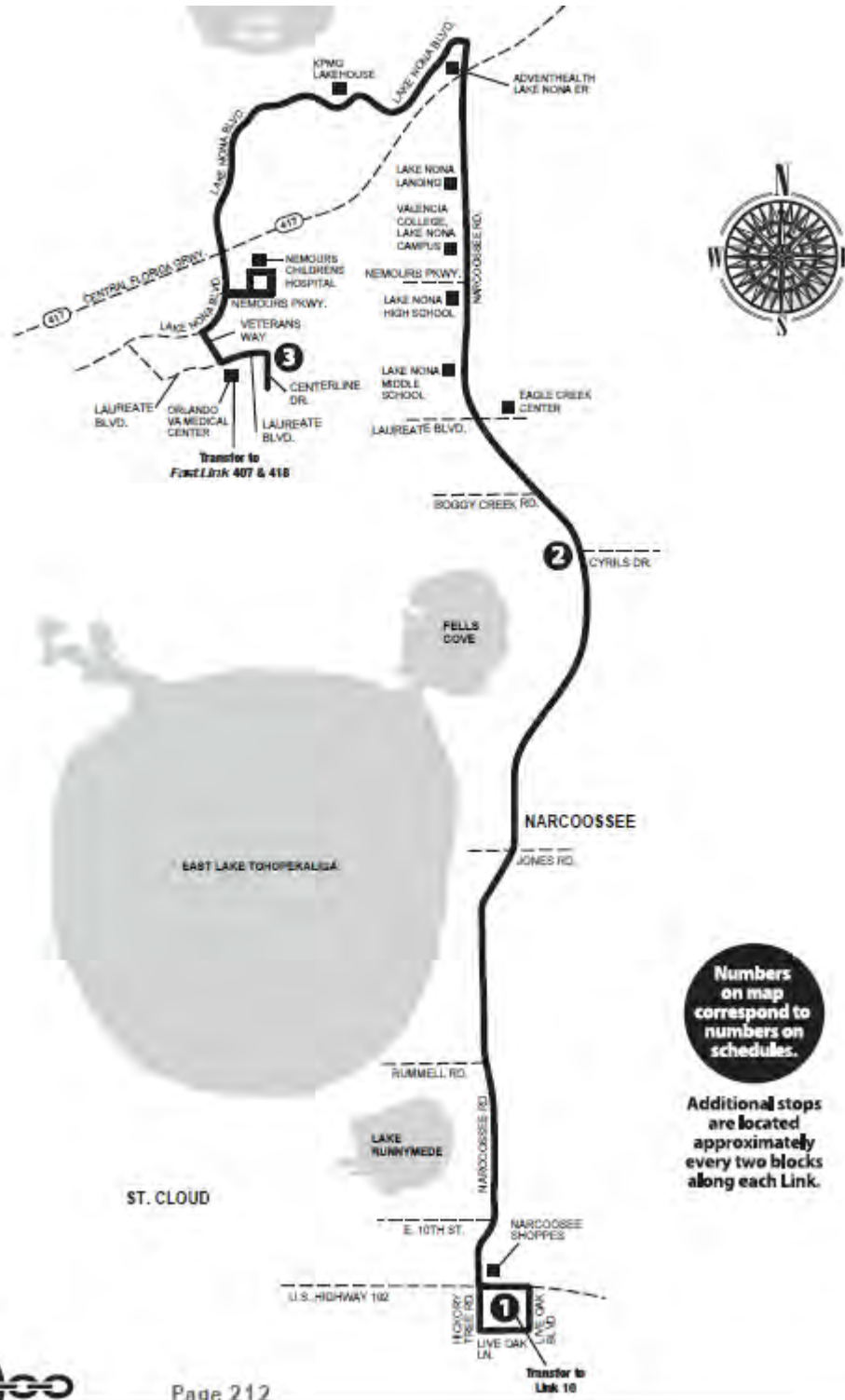
EXHIBIT “A”

Description and Schedule of Bus Route(s)

The name for the route is Link 612 Narcoossee Road. The proposed 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.

EXHIBIT "B"

Schedule of Bus Service



Link 612

Monday - Friday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
NARCOOSSEE RD. & U.S. HWY. 192	NARCOOSSEE RD. & CYRILS DR.	HARTWELL CT. & LAUREATE BLVD.	HARTWELL CT. & LAUREATE BLVD.	NARCOOSSEE RD. & CYRILS DR.	NARCOOSSEE RD. & U.S. HWY. 192
1	2	3	3	2	1
6:06	6:20	6:48	6:06	6:33	6:48
6:06	6:21	6:60	6:00	6:29	6:46
7:06	7:22	7:51	7:00	7:31	7:47
8:06	8:22	8:51	8:00	8:31	8:47
9:06	9:21	9:49	9:00	9:30	9:47
10:06	10:21	10:49	10:00	10:30	10:47
11:06	11:21	11:49	11:00	11:30	11:47
12:05	12:21	12:49	12:00	12:30	12:47
1:05	1:21	1:49	1:00	1:30	1:47
2:05	2:21	2:49	2:00	2:30	2:47
3:05	3:22	3:52	3:00	3:31	3:48
4:05	4:22	4:52	4:00	4:31	4:48
5:05	5:22	5:52	5:00	5:31	5:48
6:05	6:20	6:47	6:00	6:30	6:46
7:05	7:20	7:47	7:00	7:28	7:43
8:05	8:20	8:47	8:00	8:28	8:43
9:05	9:20	9:47	9:00	9:28	9:43

P.M. Times are shown in bold

Saturday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
NARCOOSSEE RD. & U.S. HWY. 192	NARCOOSSEE RD. & CYRILS DR.	HARTWELL CT. & LAUREATE BLVD.	HARTWELL CT. & LAUREATE BLVD.	NARCOOSSEE RD. & CYRILS DR.	NARCOOSSEE RD. & U.S. HWY. 192
1	2	3	3	2	1
6:06	6:16	6:46	6:06	6:36	6:46
6:06	6:16	6:46	6:00	6:30	6:41
7:06	7:16	7:46	7:00	7:30	7:41
8:06	8:16	8:46	8:00	8:30	8:41
9:06	9:16	9:46	9:00	9:30	9:41
10:06	10:16	10:46	10:00	10:30	10:41
11:06	11:16	11:46	11:00	11:30	11:41
12:05	12:15	12:46	12:00	12:30	12:41
1:05	1:15	1:46	1:00	1:30	1:41
2:05	2:15	2:46	2:00	2:30	2:41
3:05	3:15	3:46	3:00	3:30	3:41
4:05	4:15	4:46	4:00	4:30	4:41
5:05	5:15	5:46	5:00	5:30	5:41
6:05	6:15	6:46	6:00	6:30	6:41
7:05	7:15	7:46	7:00	7:30	7:41
8:05	8:15	8:46	8:00	8:30	8:41
9:05	9:15	9:46	9:00	9:30	9:41

Sunday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
NARCOOSSEE RD. & U.S. HWY. 192	NARCOOSSEE RD. & CYRILS DR.	HARTWELL CT. & LAUREATE BLVD.	HARTWELL CT. & LAUREATE BLVD.	NARCOOSSEE RD. & CYRILS DR.	NARCOOSSEE RD. & U.S. HWY. 192
1	2	3	3	2	1
6:06	6:16	6:46	6:06	6:36	6:46
7:06	7:16	7:46	6:00	6:30	6:41
8:06	8:16	8:46	7:00	7:30	7:41
9:06	9:16	9:46	8:00	8:30	8:41
10:06	10:16	10:46	9:00	9:30	9:41
11:06	11:16	11:46	10:00	10:30	10:41
12:05	12:15	12:46	11:00	11:30	11:41
1:05	1:15	1:46	12:00	12:30	12:41
2:05	2:15	2:46	1:00	1:30	1:41
3:05	3:15	3:46	2:00	2:30	2:41
4:05	4:15	4:46	3:00	3:30	3:41
5:05	5:15	5:46	4:00	4:30	4:41
6:05	6:15	6:46	5:00	5:30	5:41
7:05	7:15	7:46	6:00	6:30	6:41
8:05	8:15	8:46	7:00	7:30	7:41
9:05	9:15	9:46	8:00	8:30	8:41
			9:00	9:30	9:41

P.M. Times are shown in bold

Exhibit “C”

**Osceola County Link 612
Cost of Bus Service**

October 1,2023 through September 30, 2024

Month	Days of Service	Total Hours	Total Service Cost	FDOT SHARE	Osceola County Share
Oct-23	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Nov-23	30	1,007.45	\$ 104,460.88	\$ 42,107.45	\$ 62,353.42
Dec-23	31	1,038.97	\$ 107,729.14	\$ 43,424.87	\$ 64,304.27
Jan-24	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Feb-24	28	974.83	\$ 101,078.56	\$ 40,744.07	\$ 60,334.50
Mar-24	31	1,040.30	\$ 107,867.04	\$ 43,480.45	\$ 64,386.59
Apr-24	30	1,008.78	\$ 104,598.78	\$ 42,163.04	\$ 62,435.74
May-24	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Jun-24	30	1,006.35	\$ 104,346.82	\$ 42,061.48	\$ 62,285.34
Jul-24	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Aug-24	31	1,041.63	\$ 108,004.95	\$ 43,536.04	\$ 64,468.90
Sep-24	30	1,006.12	\$ 104,322.97	\$ 42,051.86	\$ 62,271.11
TOTALS FOR FY-24		12,290.03	\$ 1,274,333.55	\$ 513,674.99	\$ 760,658.56

**BUS SERVICE AGREEMENT
24-C04**

by and between

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

and

ORANGE COUNTY, FLORIDA

relating to the providing of bus service in the International Drive Community Redevelopment Area of
Orange County, Florida

October 1, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “Agreement”) made and entered as of this 1st day of October, 2023 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, 2024, will be based on an estimated hourly rate of \$103.69 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

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

<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.; and
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2024 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **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 2023-2024 amount of \$2,089,717. In that regard, the parties do hereby agree as follows:

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

ORANGE COUNTY
c/o Renzo Nastasi, Transportation Planning Manager
Renzo.nastasi@ocfl.net
4200 S John Young Parkway
Orlando, FL 32839

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

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

Name: Tiffany Homler Hawkins

Title: 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: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: 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)

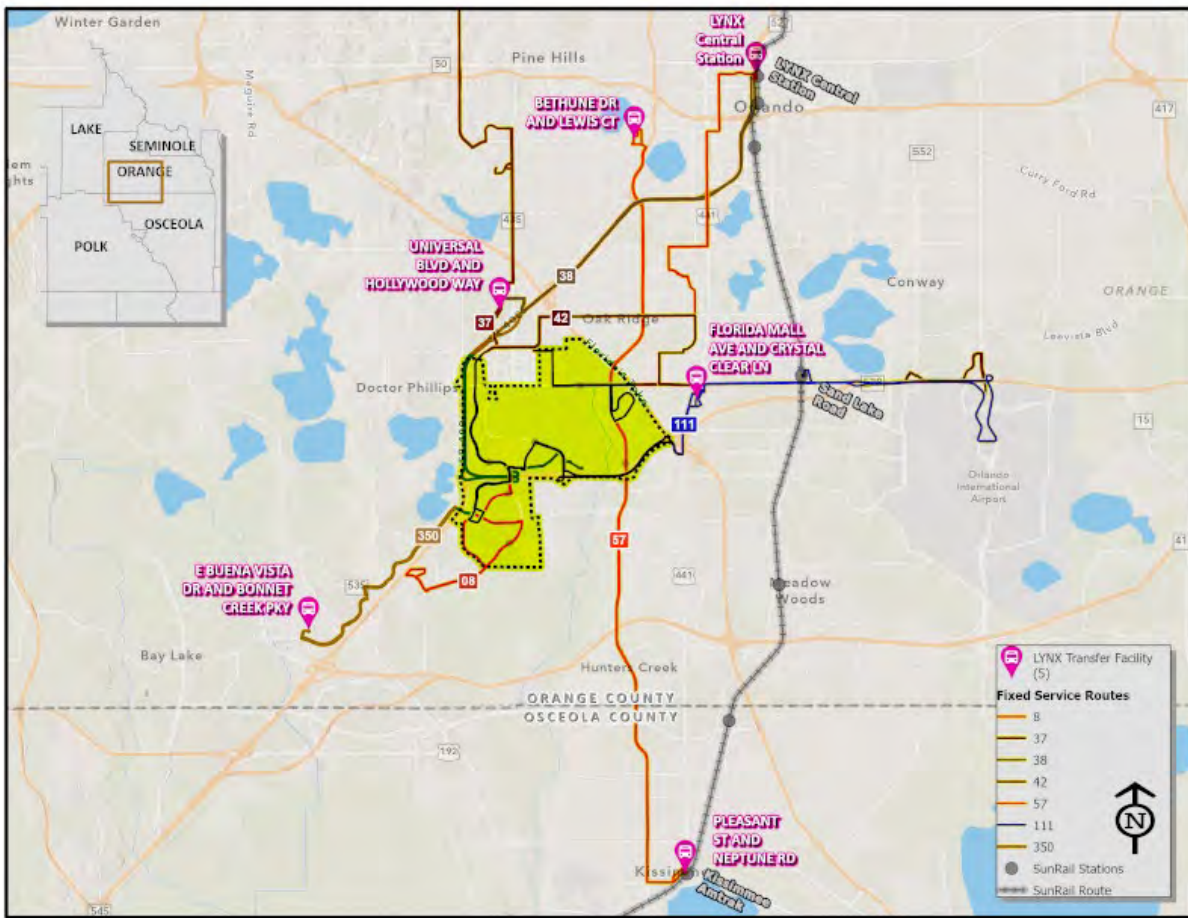


EXHIBIT "B"

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.

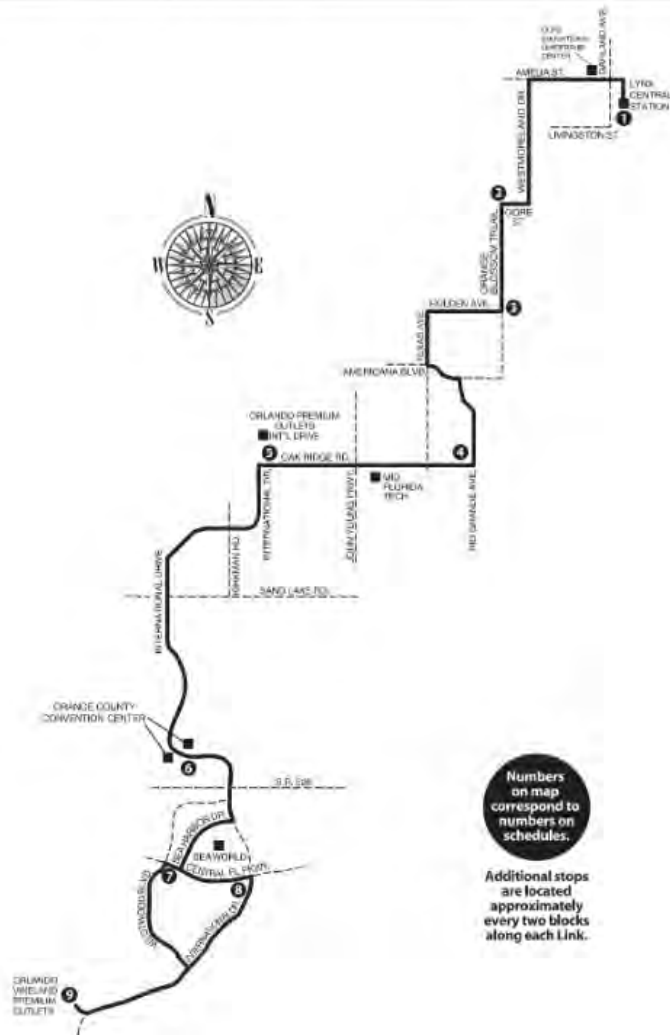
Link 8

**W. Oak Ridge Road/
International Drive**
Monday–Sunday & Holiday
service

SERVING:

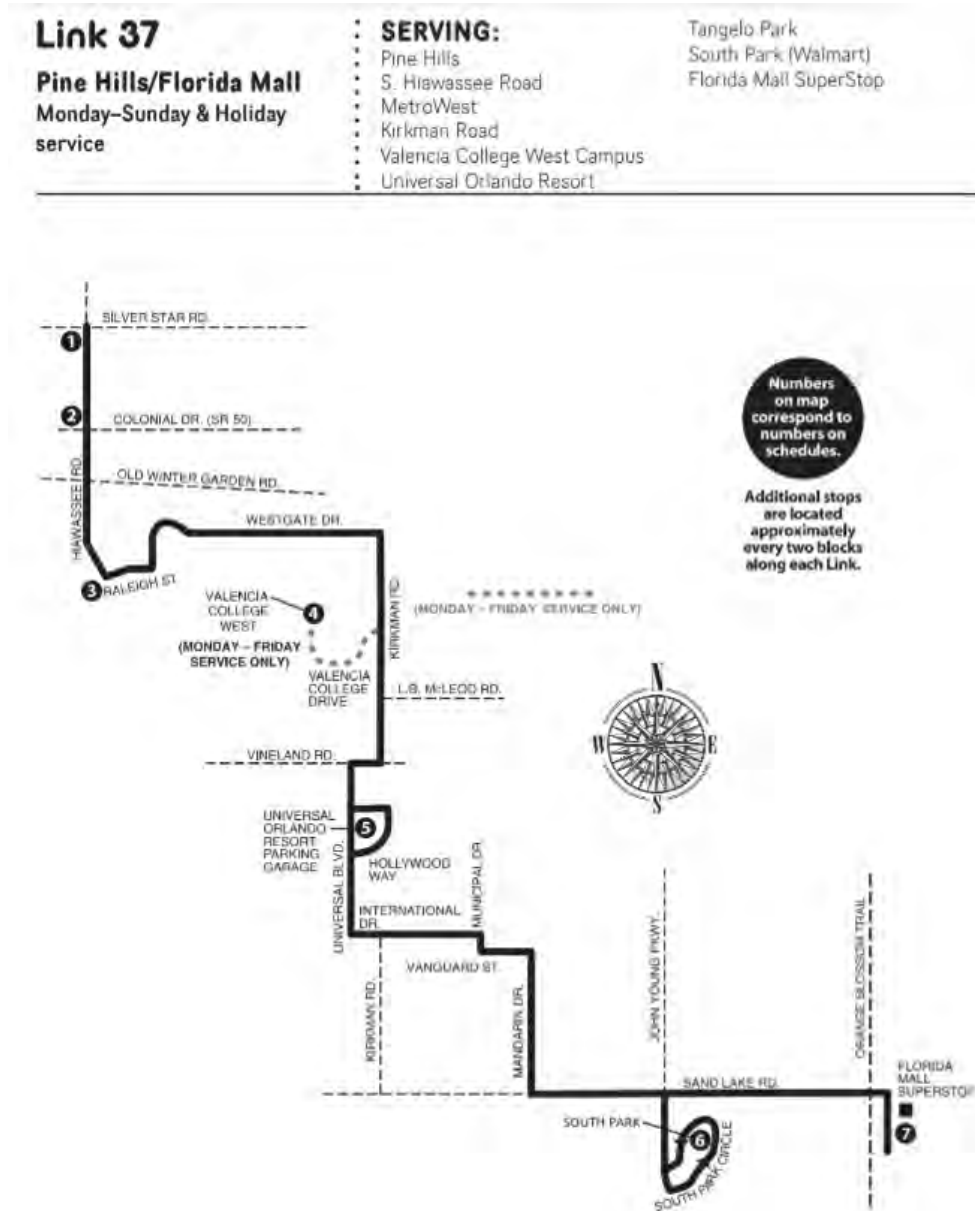
- LYNX Central Station
- OCPS Educational Leadership Center
- Callanan
- Westmoreland Drive
- Holden Heights
- Mid Florida Tech

- Orlando Premium Outlets International Drive
- Orange County Convention Center
- SeaWorld
- Westwood Blvd.
- Orlando Vineland Premium Outlets



Link 37 – Pine Hills/Florida Mall

Operates between Silver Star Road/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



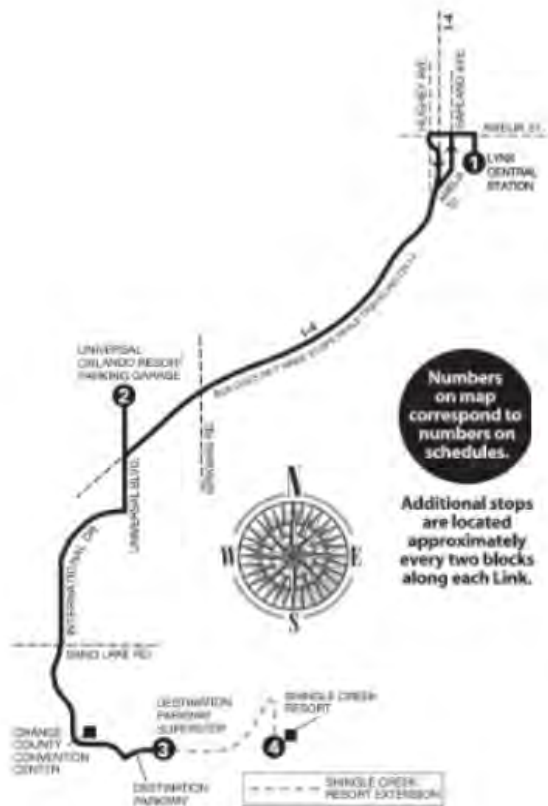
Link 38 – Universal Orlando/I-Drive Express

Operates between LYNX Central Station (LCS) and Destination Parkway Superstop via Amelia Street, Interstate 4, Hollywood Way, Universal Blvd., International Drive, and Destination Parkway.

Link 38
**Universal Orlando/
 I-Drive Express**
 Monday–Sunday & Holiday
 service

- SERVING:**
- LYNX Central Station (Downtown Orlando)
 - International Drive
 - Orange County Convention Center

Universal Orlando Resort
 Destination Parkway SuperStop
 Rosen Shingle Creek Resort



Link 42 – International Drive/Orlando International Airport

Operates between Orlando International Airport (OIA) and Destination Parkway Superstop via Destination Parkway, International Drive, Oak Ridge Road, Lake Ellenor Drive, Premier Row, Chancellor Drive, Sand Lake Road, Orange Ave., Office Court, Jetport Drive, McCoy Road, Via Flora, Tradeport Drive, Frontage Road, and Jeff Fuqua Blvd.

Link 42

International Drive/Orlando International Airport
Monday–Sunday & Holiday service

SERVING:

- Destination Parkway SuperStop
- Orange County Convention Center
- Orlando Premium Outlets
- International Dr.
- W Oak Ridge Road

- Mid Florida Tech
- Orlando Central Park
- Florida Mall
- Orlando International Airport
- NeighborLink 641
- Sand Lake SunRail Station



Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.

Exhibit “C”
International Drive

Description of Appropriated Amount
October 1, 2023 through September 30, 2024

Fixed Route Operating Costs

Link Services	Amount
Link 8	\$126,585
Link 37	\$266,998
Link 38	\$1,526,708
Link 42	\$169,427
Net Funding Request from City	\$2,089,717
<i>FY2024 Billing Schedule</i>	
October-23	\$174,143
November-23	\$174,143
December-23	\$174,143
January-24	\$174,143
February-24	\$174,143
March-24	\$174,143
April-24	\$174,143
May-24	\$174,143
June-24	\$174,143
July-24	\$174,143
August-24	\$174,143
September-24	\$174,144
Annual Funding Request from County	\$2,089,717