

# LYNX Board Agenda

Meeting Date: 09/26/2024  
Meeting Time: 1:00 PM

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

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

## 1. Call to Order

## 2. Approval of Minutes

-  Board of Directors Meeting Minutes 8.22.24 Pg 4

## 3. Public Comments

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

## 4. Chief Executive Officer's Report



## 5. Oversight Committee Report

## 6. Consent Agenda







### A. Invitation for Bid (IFB)

-  Authorization to Release an Invitation for Bid (IFB) for a Transit Safety and Security Mobile Application Pg 11








### B. Award Contracts

-  Authorization to Negotiate and Award Contract 25-C17 to Palmdale Oil Company, LLC for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2025 Pg 13
-  Authorization to Negotiate and Award Contract 25-C18 to Palmdale Oil Company, LLC for Fuel Delivery of Ultra Low Sulfur Diesel Through FY2025 Pg 15
















### C. Extension of Contracts

-  Authorization to Exercise the First Option Year of Contract 22-C08 with Faithworks Total Ground Maintenance, LLC and Increase the Not to Exceed (NTE) to \$490,546 Pg 17
-  Authorization to Exercise the Second Option Year of Contract 20-C74 with Vestis Services, LLC Previously Named Aramark Uniform & Career Apparel, LLC Pg 19
-  Authorization to Exercise Option Year Two on Contract 20-C72 with ADAride.com, LLC for ACCESS LYNX Eligibility Functional Assessments and Travel Training Services Pg 21
-  Authorization to Exercise the First Option Year of Contract 22-C33 with Adventist Health System/ Sunbelt, Inc. dba Advent Health Centra Care for Occupational Health Services Pg 23
-  Authorization to Exercise the First Option Year of Contract 21-C47 with Humana Insurance Company for Dental Insurance Pg 25
-  Authorization to Exercise the First Option Year of Contract 22-C82 with Humana Insurance Company for Vision Insurance Pg 27

## D. Miscellaneous

- i.  Authorization to Initiate Public Outreach for Fiscal Year 2025 Proposed Service Changes Pg 29
- ii.  Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials, and Cyber Liability Policies Pg 31
- iii.  Authorization to Execute Transportation Disadvantaged Coordination Contract Between Central Florida Regional Transportation Authority, d/b/a LYNX, and Human Service Agencies for FY2025 Pg 33
- iv.  Authorization to Negotiate a Contract with CDM Smith, Inc. for Construction Engineering and Inspection Services to Support Existing Contracts Pg 35
- v.  Authorization to Auction Surplus Capital Items Pg 37
- vi.  Authorization to Transfer Three (3) Retired Vehicles to the United Foundation of Central Florida, Inc. Pg 40
- vii.  Authorization to Purchase Vanpool Vehicles for a Not to Exceed Amount of \$3,270,000 Pg 42








## 7. Action Agenda

- A.  Approval of the FY2025 Proposed Operating and Capital Budgets and Adoption of Resolution 24-009 Pg 44  
-Attachments 
- B.  Authorization to Enter into the FY2025 Service Funding Agreements with the Regional Funding Partners Pg 50  
-Attachments   
- C.  Authorization to Enter into the FY2025 Service Funding Agreements with the Municipal Funding Partners Pg 137  
-Attachments   
- D.  Authorization to Enter into the FY2025 Bus Service Agreements Pg 198  
-Attachments    

## 8. Work Session

- A.  CEO Annual Evaluation Pg 261

## 9. Information Items

- A.  Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 262
- B.  Notification of Sole Source Procurements Pursuant to Administrative Rule 4 Pg 263  
-Attachments   
- C.  Notification of Utilization of Project Contingency for the Pine Hills Bus Transfer Center Pursuant to Admin. Rule 4.5.4.D. in the Amount of \$46,880 Pg 270
- D.  Quarterly Service Recognition Pg 273

## 10. Monthly Reports

- A.  Communications Report - August 2024 Pg 275
- B.  Monthly Financial Report - June 2024 Pg 280  
*-Attachments* 
- C.  Paratransit Monthly Report - August 2024 Pg 282  
*-Attachments* 
- D.  Ridership Report - July 2024 Pg 293  
*-Attachments* 

## 11. Other Business

## 12. 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**  
**Board of Directors' Meeting Minutes**

**PLACE:**     **LYNX Central Station**  
              **455 N. Garland Avenue**  
              **Virtual and Board Room, 2<sup>nd</sup> Floor**  
              **Orlando, FL 32801**

**DATE:**       **August 22, 2024**

**TIME:**       **1:00 p.m.**

---

---

**Members in Attendance:**

Viviana Janer, Commissioner, Osceola County BoCC, Chair  
Buddy Dyer, Mayor, City of Orlando, Vice-Chair  
John Tyler, Secretary, Florida Department of Transportation – District 5, Secretary  
Amy Lockhart, Commissioner, Seminole County BoCC

**1. Call to Order**

Chair Janer called the meeting to order at 1:00 p.m.

Chair Janer asked Commissioner Lockhart to lead the Pledge of Allegiance.

**2. Approval of Minutes**

Secretary Tyler moved to approve the Board of Directors meeting minutes of July 25, 2024. Seconded by Mayor Dyer. The minutes were unanimously approved as presented.

**3. Public Comments**

Jennifer Reseter – Orlando, FL

Ms. Reseter stated that Link 105 is full every Wednesday around 11:15 and she must stand with her walker, as there are no seats available.

Joanne Counelis – Lake Mary, FL

Ms. Counelis would like to see ACCESS Plus available for the LYNX and SunRail. Also, buses running twenty-four hours a day on holidays, weekends, and evenings so that no one gets stranded. She would like a bus at Country Club Road and Lake Mary Prep School.

#### **4. Chief Executive Officer's Report**

Tiffany Homler Hawkins, Chief Executive Officer, reported that ridership is back over 60,000 trips per day, now that school is back in session.

The long-awaited guidance has come out for House Bill 1301, as it relates to advertising on LYNX buses. The FDOT report states that funds could be withheld, if an agency is found in violation of the prohibition of discrimination based on healthcare choices. Also, public transit agencies may not expend department funds for marketing or advertising on vehicles. Shelter ads and interior card ads are not impacted. If department funds are expended, it is limited to the LYNX logo, jurisdictional entities, or state agency public service announcements. Current contracts are allowed to complete their current contract. The report has raised concerns across the state from other transit agencies. A letter from FPTA consolidated some of the questions from other agencies. There will be further clarifications coming forward. The law went into effect on July 1, 2024, and there will be impact regardless of the interpretations, as the grant agreements will contain specific language. Currently, about seventy-seven percent of advertising revenues comes from outside bus wraps.

Commissioner Lockhart asked when FDOT will come forward with the rulemaking and if there is a window of time for questions to be gathered with FDOT answering the questions in a packet type form. When are the questions due to FDOT, so that they can be included in that response? Secretary Tyler introduced Brian Stanger, Modal Development Administrator. Mr. Stanger stated that there is no window for questions, and answers will be provided as soon as possible. Commissioner Lockhart asked if everyone will benefit from the answers to the questions, and Mr. Stanger confirmed that answers will be collated and provided to all of the transit agencies.

Mayor Dyer asked how buses are monitored if they become too full. Ms. Homler Hawkins stated that bus operators are required to call dispatch to send a "plug bus" to help alleviate overcrowding. Staff will look into Link 105. Edgewater High School has a regularly scheduled "plug bus" because of the students that ride LYNX down Edgewater.

Commissioner Janer asked if there are designated seats for the disabled. Ms. Homler Hawkins stated that there are specific seats with signage and a rider's code of conduct. That specific instance will be looked into, and there will be a mass communication to the bus operators.

#### **5. Oversight Committee Report**

Commissioner Janer, Chair of the Oversight Committee provided her report on the Oversight Committee meeting that met earlier. She stated that the committee approved the minutes from the July 25, 2024, Oversight meeting.

Amanda Clavijo, Chair of the Finance & Audit Committee, gave a report on the August 15, 2024, Finance & Audit Committee. The Finance Committee recommends approval of all Consent Agenda items.

The Oversight Committee recommends approval of all Consent Agenda and Action items.

There was discussion and questions on House Bill 1301. The Committee received presentations on the FY2025 Operating and Capital budgets, and a review of the third quarter operating results.

Items deviating from the current contracts and funding models should be brought to the Oversight Committee and/or Board prior to implementation. Review and comments by the Oversight Committee on any and all items with major changes and additions be brought forward as well before any major discussion with other governments or other groups.

## **6. Consent Agenda:**

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

### **A. Request for Proposal (RFP)**

- i. Authorization to Release a Request for Proposal (RFP) for Audit Services

### **B. Award Contracts**

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

### **C. Extension of Contracts**

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

### **D. Miscellaneous**

- i. Authorization to Increase the Not to Exceed (NTE) Amount for Contract 21-C48 with WSP USA, Inc. for Engineering and CEI Services for the Pine Hills Bus Transfer Center to \$850,000

Mayor Dyer made a motion to approve Consent Agenda items 6.A.i. through 6.D.i. Seconded by Commissioner Lockhart. Motion passed unanimously.

## 7. Action Agenda

- A. Authorization to Execute and Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2025 Block Grant Funding and Adoption of Resolution 24-008

Chair Janer recognized Tiffany Homler Hawkins, Chief Executive Officer. She stated that this is the annual block grant agreement.

Commissioner Lockhart made a motion for Authorization to Execute and Submit a Public Transit Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) for FY2025 Block Grant Funding and Adoption of Resolution 24-008. Second by Mayor Dyer. Motion passed unanimously with Secretary Tyler abstaining.

- B. Authorization to Release a Request for Proposal (RFP) for a Fare Study and Equity Analysis

Chair Janer recognized Myles O’Keefe, Manager of Strategic Planning. Mr. O’Keefe stated that the last fare increase was in 2009, which raised the price to \$2.00. The last fare analysis was completed in 2017, and no fare increase was recommended. The FTA has a limit for ADA services stating that the fare cannot be more than double than the fixed route fare.

The FTA requires transit providers to complete a fare equity analysis for all fare changes regardless of the amount of increase or decrease. Providers must evaluate the effects of fare changes on low-income populations in addition to Title VI protected populations.

LYNX fare analysis seeks input from the Finance & Audit Committee, Oversight Committee, and the Board of Directors for the scope and elements of the analysis. The System-Wide Origin Destination survey, completed last year, will provide the background of the analysis. Results will be presented at the Committee and Board meetings for guidance.

Paratransit fares are not included in FTA’s Fare Equity Analysis requirements. Changes to the single-ride fixed-route fares will have impacts on ACCESS LYNX customers, and it is proposed that those impacts should be evaluated as part of the process.

Mayor Dyer asked if Lymmo is included in this evaluation. Mr. O’Keefe stated that it can be included.

Commissioner Lockhart asked if NeighborLink is also included in the study, and if new modes of service include micro transit or is NeighborLink micro transit. Mr. O’Keefe stated that the on-demand service would be identified as a new service. Commissioner Lockhart asked what discounts are offered. Mr. O’Keefe stated that discounts are based

on age and ADA, and that there is no discount based on income. Commissioner Lockhart asked which options are on the table that can be targeted on a fixed-route scenario or if it's only available in a micro-transit environment. Mr. O'Keefe stated that geographic based targeting is not generally used. Transit agencies will piggy-back off of an existing program related to the individual's income like Snap benefits. If the individual qualifies for certain benefits, then the individual would qualify for a discounted fare during the stated timeframe. Commissioner Lockhart would like to see examples of those programs to see if they would benefit LYNX.

Ms. Homler Hawkins stated that LYNX staff will share the RFP and the scope to make sure that all funding partners comments have been captured prior to release.

Secretary Tyler made a motion for Authorization to Release a Request for Proposal (RFP) for a Fare Study and Equity Analysis, to include all services provided by LYNX. Second by Mayor Dyer. Motion passed unanimously.

## **8. Work Session**

### **A. Work Session on FY2025 Operating and Capital Budgets**

Chair Janer recognized Lenny Antmann, Chief Financial Officer. Mr. Antmann stated that the Key Budget assumptions are to maintain the FY2024 level of service, funding partner contributions based on the Regional Funding Model, no fare increases, ridership projected with current trends, preventative maintenance funding at approved Board level, advertising revenue consistent with contract guarantee, staffing increases based on changes in service and increased funds for medical expenses based on current trends. The fuel hedging program will be utilized, and in FY2025, the fleet will be eighty percent low/no emission vehicles with fleet replacement.

Interest income will decrease due to projected interest rate cuts. Federal revenue is increasing due to a grant from the FTA for a rural portion of the service area. State revenue is increasing due to a block grant from FDOT and additional billing on the Road Ranger program. Local revenue is increasing mostly due to the Orange County ATSP program.

Wages and benefits are increasing due to annual union contracts, additional labor required for the ATSP program for Orange County, and the increase in cost of medical benefits.

The Capital budget includes revenue vehicle acquisition to right size the fleet, passenger amenity improvements, technological improvements, security enhancements, facility improvements, and land acquisition for a Southern Operations base. Over half of the Capital budget is for new vehicles and vehicle maintenance.

Commissioner Lockhart mentioned that there was discussion at the Oversight Committee meeting about a modification with NeighborLink, and staff will be report



back if this will adjust funding partner contributions. She also mentioned that a presentation will be made on the Investment Policy. Mr. Antmann stated that the Investment Policy has already been distributed to the Finance Committee and will have discussions in September and October. The Finance Committee will recommend changes to the policy and then the Policy will be presented to the Oversight Committee.

## **8. Information Items**

There were two items for review purposes only, no action was requested.

- A. Notification of Settlement Agreements Pursuant to Administrative Rule 6
- B. Notification of Sole Source Procurements Pursuant to Administrative Rule 4

## **9. Monthly Reports**

There were four reports in the packets for review purposes only. No action was required.

- A. Communications Report
- B. Monthly Financial Report – May 2024
- C. Paratransit Report – July 2024
- D. Ridership Report – June 2024

## **10. Other Business**

Mayor Dyer asked if there will be a discussion on the banking relationship for SunRail at the next meeting. Ms. Homler Hawkins stated that last June, LYNX released an RFP for Banking Services. It was determined that LYNX spends \$22,000 - \$30,000 a year on those fees. The Admin Rule states that the release of an RFP over \$150,000 must be approved by the Board. With the advice of General Counsel and the current Chair of the Board Mayor Demings, it was determined to bring a notification to the Board, since the amount was within the CEO's signature authority. This notification was on the agenda for the February 2024 Board meeting. This transition has been successful. Commissioner Lockhart asked if this was done under a time constraint. Mr. Goldsmith stated that the current contract was near expiration. Commissioner Lockhart expressed concerns over SunRail piggybacking off of the LYNX contract, as Chase was not the lowest bidder. She believes that SunRail and the CFCRC should "shop around". Commissioner Janer stated that this was perfectly within the signature authority of the CEO, and discussions about the CFCRC should stay at the CFCRC. Mayor Dyer agrees.

Chair Janer would like General Counsel to look at the LYNX agenda before it is published. Mayor Dyer says that is in the prerogative of the Chair. Secretary Tyler stated that it would be a value-added contribution. Ms. Homler Hawkins agreed with the request.

## **11. Adjourned:**

The meeting adjourned at 1:17 p.m.

**Certification of Minutes:**

I certify that the foregoing minutes of the August 22, 2024, LYNX Board of Director's meeting are true and correct, approved by the Board of Directors.

X

---

Assistant

# LYNX Board Agenda

## Consent Agenda Item #6.A. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6167

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

# LYNX Board Agenda

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.B. i

**To:** LYNX Board of Directors

**From:** Elvis Dovaes  
Director Of Maintenance  
Christopher Plummer  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

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

# LYNX Board Agenda

The bid results were tabulated as follows:

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

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

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

LYNX recommends awarding the contract for 87 octane Unleaded gasoline fuel delivery services to Palmdale Oil Company, LLC for the period of October 1, 2024 – September 30, 2025.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.B. ii

**To:** LYNX Board of Directors

**From:** Elvis Dovalles  
Director Of Maintenance  
Christopher Plummer  
Technical Contact

**Phone:** 407.841.2279 ext: 6239

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

On July 3, 2024, LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded. The bids were due back on August 15, 2024, with eight (8) supplier bids received.

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

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

# LYNX Board Agenda

The bid results were tabulated as follows:

Ultra Low Sulfur Diesel (ULSD)	
Bid Proposer	USLD Transportation Adder
Palmdale Oil Company, LLC	\$ 0.1824
Colonial Oil Industries, Inc	\$ 0.1951
Mansfield Oil Company of Gainesville, Inc.	\$ 0.2177
Tartan Oil, LLC	\$ 0.2213
Petroleum Traders Corporation	\$ 0.2259
World Fuel Service, Inc.	\$ 0.2678
TACEnergy, LLC	\$ 0.2690
Campbell Oil Company	\$ 0.2737

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

Ultra Low Sulfur Diesel (ULSD)	
Bid Proposer	Ordinal Ranking
Palmdale Oil Company, LLC	1
Colonial Oil Industries, Inc.	2
Mansfield Oil Company of Gainesville, Inc.	3
Tartan Oil, LLC	4
Petroleum Traders Corporation	5
World Fuel Service, Inc.	6
TACEnergy, LLC	7
Campbell Oil Company	8

LYNX recommends awarding the contract for Ultra Low Sulfur Diesel (ULSD) fuel delivery services to Palmdale Oil Company, LLC. for the period of October 1, 2024 – September 30, 2025.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

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



# LYNX Board Agenda

## Consent Agenda Item #6.C. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6239

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 22-C08 for bus stop and shelter pressure washing services with Faithworks Total Ground Maintenance, LLC and increase the not to exceed (NTE) to \$490,546.

### **BACKGROUND:**

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

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

# LYNX Board Agenda

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE Goal has been established for this contract.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.C. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6239

**Item Name:** Authorization to Exercise the Second Option Year of Contract 20-C74 with Vestis Services, LLC Previously Named Aramark Uniform & Career Apparel, LLC

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the second option year of contract 20-C74 for maintenance employee uniform rental and laundering services with Vestis Services, LLC previously named Aramark Uniform & Career Apparel, LLC.

### **BACKGROUND:**

On September 24, 2020, the LYNX Board of Directors approved the award of Contract 20-C74 for the uniform rental and laundering services to Aramark Uniform & Career Apparel, LLC for three (3) years with two (2) one (1) year options with a not to exceed of \$111,543. The initial term of Contract 20-C74 expires on September 30, 2024.

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

### **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.

# LYNX Board Agenda

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.C. iii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6169

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

# LYNX Board Agenda

By providing travel training, LYNX can deliver additional mobility options to all members of the community wanting to have access to the public transportation system. This includes paratransit eligible customers who want to utilize the ACCESS Plus+ program for other modes of our services.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.C. iv

**To:** LYNX Board of Directors

**From:** Terri Settingington  
Director Of Human Resources  
Terri Settingington  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

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

# LYNX Board Agenda

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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



# LYNX Board Agenda

## Consent Agenda Item #6.C. v

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6106

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to exercise the first option year of contract 21-C47 with Humana Insurance Company for Dental Insurance.

### **BACKGROUND:**

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

# LYNX Board Agenda

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.C. vi

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6106

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

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

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

# LYNX Board Agenda

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.D. i

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6036

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

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

# LYNX Board Agenda

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

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.D. ii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6167

**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:** 09/26/2024

---

### **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 \$1,232,278.

### **BACKGROUND:**

At the Board of Director's meeting on September 28, 2023, 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, 2023 to October 1, 2024.

# LYNX Board Agenda

Coverages	2023	2024	Change	% Change
General Liability	\$102,359	\$133,921	\$31,562	31%
Crime	\$1,844	\$2,231	\$387	21%
Cyber	\$28,797	\$31,278	\$2,481	9%
Public Officials with Employment Practices Liability	\$71,270	\$76,845	\$5,575	8%
Auto Physical Damage	\$630,009	\$888,500	\$258,491	41%
Road Ranger Auto Liability	\$89,666	\$93,899	\$4,233	5%
Road Ranger Auto Physical Damage	\$6,197	\$5,604	(\$593)	-10%
<b>TOTAL</b>	<b>\$930,142</b>	<b>\$1,232,278</b>	<b>\$302,136</b>	<b>32%</b>

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

A DBE participation goal is not applicable for this activity.

## **FISCAL IMPACT:**

The FY2025 Proposed Operating Budget includes \$1,428,301 for insurance expense. There are several policies that renew in April and the remaining budget will cover those anticipated premiums.



# LYNX Board Agenda

## Consent Agenda Item #6.D. iii

**To:** LYNX Board of Directors

**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 FY2025**

**Date:** 09/26/2024

---

### **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 execute 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.

# LYNX Board Agenda

## Coordinated Agencies:

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

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

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is 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 Board Agenda

## Consent Agenda Item #6.D. iv

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6125

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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

The RFP was released on April 10, 2024. All bids were due on June 5, 2024. A Source Evaluation Committee (SEC) was held on August 21, 2024, to rank the firms. The SEC was

# LYNX Board Agenda

instructed to choose three (3) firms, with the top ranked firm being selected to negotiate a contract with. The following four (4) submissions were returned:

<b>Vendors</b>
CDM Smith, Inc
Metric Engineering, Inc.
Ritacco and Chan Architecture, LLC.
SAI consulting Engineering, Inc

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

<b>Vendors</b>
CDM Smith, Inc
Metric Engineering, Inc.
SAI consulting Engineering, Inc

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

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

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

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.D. v

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6014

**Item Name:** Authorization to Auction Surplus Capital Items

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

#### **Other Vehicles:**

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

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

# LYNX ard Agenda

## Vehicle Listing

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

# LYNX Board Agenda

17276	38777	03/31/2014	OV	2014 FORD E350 EXT	4	\$33,468	\$0
17279	38780	03/31/2014	OV	2014 FORD E350 EXT	4	\$33,468	\$0
17863	41580	08/31/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17866	41581	08/31/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17868	41577	08/31/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17942	41586	09/29/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
17946	41585	09/29/2014	OV	CHEVY TRAVERSE 7 PASSENGER 2015	4	\$27,480	\$0
18289	45204	11/30/2014	OV	2015 Chevy Traverse	5	\$27,480	\$0
18290	45205	11/30/2014	OV	2015 Chevy Traverse	5	\$27,480	\$0
18295	45210	11/30/2014	OV	2015 Chevy Traverse	5	\$27,480	\$0
18618	219-115	07/15/2015	OV	2015 Ford Taurus Sedan Police Interceptor	4	\$27,175	\$0
19251	230-116	02/01/2016	OV	2015 Dodge Charger 4DR Sedan	4	\$31,778	\$0
19372	236-116	06/01/2016	OV	Dodge Promaster Van	4	\$38,899	\$0
19682	47991	10/13/2016	OV	2017 Chevy Traverse	4	\$27,317	\$0
19689	47775	10/04/2016	OV	2017 Chevy Traverse	4	\$27,317	\$0
19712	48271	11/10/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
19716	48400	11/10/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
19717	48401	11/10/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
19718	48268	11/04/2016	OV	2017 Ford T150 Transit	4	\$24,708	\$0
19719	48589	11/04/2016	OV	2017 Ford T350 Transit	4	\$27,570	\$0
<b>Total</b>						<b>\$1,305,864</b>	<b>\$0</b>

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.D. vi

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6014

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

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

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

### **BACKGROUND:**

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

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



# LYNX Board Agenda

## Vehicle Listing

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

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

### **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Consent Agenda Item #6.D. vii

**To:** LYNX Board of Directors

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

**Phone:** 407.841.2279 ext: 6206

**Item Name:** Authorization to Purchase Vanpool Vehicles for a Not to Exceed Amount of \$3,270,000

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to purchase up to thirty-two (32) Ford Transit Passenger Vans XLT for replacement and up to twenty-five (25) Ford Explorer RWD XLT (or equivalent) vehicles for expansion of the Vanpool program, in the not to exceed amount of \$3,270,000.

### **BACKGROUND:**

The LYNX Vanpool Program was developed more than 30 years ago to provide additional commuter options for the Central Florida community to get to work. The Program offers individuals who live and work in the same area reliable and affordable rideshare transportation.

The current fleet has one hundred twenty-one vehicles in the program. Currently there are seventy (70) new vehicles purchased during FY2024. This order request will nearly complete the replacement of vehicles due for retirement based on age and/or mileage. It will also allow for the program to begin expanding the number of vehicles and participants in the Vanpool program if funding allows.

A Buy America waiver expired in 2019 which caused agencies around the country to stop purchasing new vehicles. A new waiver was instituted in late 2022 and expires October 24, 2024. The current waiver is not expected to be extended. The requested vehicles will be purchased through the State of Florida Department of Management Services (DMS) Cooperative Agreement.

# LYNX Board Agenda

LYNX currently has a procurement in progress to select a vendor for Vanpool management services. The new contract is anticipated to be presented at the October Board meeting as the current contract expires December 31, 2024.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE Goal has been established for this contract.

## **FISCAL IMPACT:**

The FY2025 Proposed Capital budget includes \$3,270,000 for Vanpool Vehicles. This project is 100% Federally funded.

# LYNX Board Agenda

## Action Item #7.A

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact  
David Vance  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Approval of the FY2025 Proposed Operating and Capital Budgets and Adoption of Resolution 24-009

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Director's adoption of Resolution #24-009 approving the FY2025 Operating and Capital Budgets as presented.

### **BACKGROUND:**

On March 25, 2024, staff presented a Preliminary FY2025 Operating budget to LYNX Finance and Audit Committee for discussion and input. On April 18, 2024, LYNX staff presented a revised FY2025 Preliminary Operating Budget to the Finance and Audit Committee for approval to present to the Oversight Committee in April. LYNX staff presented the Preliminary Operating budget to the LYNX Oversight Committee on April 25, 2024.

The following are the overall key assumptions in developing the operating budget:

- Maintain 2024 level of service, no fare increases.
- Preventative Maintenance funding at board approved level, \$6.8 million.
- Wage increases consistent with funding partners and board approved labor agreements.
- Funding Partners contributions based on the approved Regional Funding Model.

### **OPERATING BUDGET OVERVIEW:**

The FY2025 Proposed Operating Budget totals \$208,132,943 in revenues and \$208,132,943 in expenses. The Proposed Operating Budget is funded by a combination of LYNX generated

# LYNX Board Agenda

revenue, federal, state and local dollars. These funds are used to fund personnel expenses, services, materials, supplies, taxes, utilities, casualty and liability expenses, purchased transportation expenses, leases and miscellaneous expenses. Specifically, this budget includes funds from the following sources:

	<b>FY2025 Proposed Budget</b>
<b>REVENUES</b>	
Customer fares	\$ 20,222,670
Contract services	3,878,350
Advertising	2,705,000
Interest & Other income	1,280,000
Federal Revenue	14,618,873
State Revenue	15,475,742
Local Revenue	19,612,355
Local Revenue Funding Partner	106,250,401
Use of Budget Stabilization Funds	<u>24,089,552</u>
<b>TOTAL REVENUE</b>	<b>\$ <u>208,132,943</u></b>

# LYNX Board Agenda

The funds are programmed to fund the following types of expenses:

	<b>FY2025 Proposed Budget</b>
<b>EXPENSE</b>	
Salaries, Wages & Fringe Benefits	\$ 123,294,100
Other services	15,090,016
Fuel	14,087,408
Materials and supplies	10,535,051
Utilities	2,229,634
Casualty & Liability	4,927,301
Taxes and licenses	642,086
Purchased transportation services	34,166,500
Leases & Miscellaneous	2,706,857
GASB 87 Lease Expense	378,638
Interest	75,352
<b>TOTAL EXPENSE</b>	<b>\$ 208,132,943</b>

LYNX will utilize the regional funding model to allocate each jurisdiction's share of the costs of operations in FY2025.

The following chart shows the local funding breakdown:

	Orange County	Osceola County	Seminole County	TOTAL
Operating	\$ 79,424,572	\$ 13,708,082	\$ 13,117,747	\$ 106,250,401
Capital	3,030,684	429,706	376,308	3,836,698
Total Partner Funding	82,455,256	14,137,788	13,494,055	110,087,099
SunRail Feeder Svc (Jan-Sept)	505,495	108,675	542,911	1,157,081
<b>Total Partner Contribution</b>	<b>\$ 82,960,751</b>	<b>\$ 14,246,463</b>	<b>\$ 14,036,966</b>	<b>\$ 111,244,180</b>

# LYNX Board Agenda

## CAPITAL BUDGET OVERVIEW:

At the May 16, 2024, Finance and Audit Committee meeting, staff presented the FY2025 Preliminary Capital Budget in the total amount of \$145,174,812. On May 25, 2024, staff presented the Preliminary Capital Budget to the Oversight Committee.

The Proposed Capital Budget for FY2025 is \$145,174,812

The capital budget is funded from a combination of Federal, State and Local sources, and includes items such as the purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements.

The table below identifies capital expenditures by major category:

	<b>FY2025</b>
	<b>PROPOSED</b>
Vehicles	\$ 67,020,371
Facilities	40,383,034
Passenger Amenities	32,007,252
LYMMO SGR	2,897,345
Support	1,402,770
Security	818,040
Technology	646,000
<b>TOTAL</b>	<b>\$ 145,174,812</b>

The following are the details of each category:

- 1) Vehicles: includes replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
  - 1) (50) 40 Ft CNG Buses (25 - Carryover from FY24)
  - 2) (1) 35 Ft Electric Buses (Carryover from FY24)
  - 3) (130) Paratransit Vehicles (70 - Carryover from FY24)
  - 4) (7) NeighborLink Vehicles (4 - Carryover from FY24)
  - 5) (66) Vanpool Vehicles
  - 6) Sub-recipient 5310 Vehicles
  - 7) Road Ranger and Support vehicles
  
- 2) Facilities: includes funds to complete the LOC/LCS improvements including upgrade of the HVAC systems, Window replacement at the LCS, LCS Bus Bays Improvements and site selection and land acquisition for the southern operations facility.

# LYNX Board Agenda

- 3) Passenger amenities: includes shelter installations, and Transfer Center construction.
  - 1) Pine Hills Transfer Center Construction completion
  - 2) Orange County ATSP Shelter program
  - 3) Traditional partner New and Rehab Shelters within the system
- 4) Support equipment: includes maintenance, technology, road ranger, and other support equipment.
- 5) Security: includes access control and cameras to enhance security at all LYNX facilities.
- 6) Technology: includes items to improve communication and information delivery including software enhancements/upgrades and lifecycle replacements.

## **CONCLUSION:**

In accordance with the FY2025 budget calendar, the proposed FY2025 budget has been presented to the funding partners during June and July.

LYNX staff presented both the Proposed Operating and Capital budgets to the Oversight committee on August 22, 2024. LYNX staff also presented the Proposed Operating and Capital Budgets to the Board of Directors during a work session on August 22, 2024.



**CFRTA RESOLUTION NO. 24-009**

**A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE ADOPTION OF THE FY2025 OPERATING AND CAPITAL BUDGETS.**

**WHEREAS**, on March 25, 2024, LYNX staff presented the FY2025 Preliminary Operating Budget to the LYNX Finance and Audit Committee for discussion and input; and

**WHEREAS**, on April 18, 2024, LYNX staff presented a revised FY2025 Preliminary Operating Budget to the LYNX Finance and Audit Committee for approval; and

**WHEREAS**, on April 25, 2024, LYNX staff presented the FY2025 Preliminary Operating Budget to the LYNX Oversight Committee; and

**WHEREAS**, on May 16, 2024, LYNX staff presented the FY 2024 Preliminary Capital Budget to the LYNX Finance Committee; and

**WHEREAS**, on May 23, 2024, LYNX staff presented the FY 2024 Preliminary Capital Budget to the LYNX Oversight Committee; and

**WHEREAS**, LYNX staff has held a capital meeting with all departments to review the status of projects programmed for the current and upcoming fiscal year; and

**WHEREAS**, the LYNX Board of Directors has the authority and believes it is in the best interest of LYNX to adopt the FY2025 Operating and Capital Budgets;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The LYNX Board of Directors has the authority and hereby adopts the FY2025 Operating and Capital Budgets.

**APPROVED AND ADOPTED** this 26th day of September 2024 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

By: Governing Board

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Assistant Secretary

# LYNX Board Agenda

## Action Item #7.B

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Enter into the FY2025 Service Funding Agreements with the Regional Funding Partners

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2025 Budget.

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

### **BACKGROUND:**

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

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

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

# LYNX Board Agenda

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

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

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

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

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

The funding partner agreement for FY2025 contains the following:

- a) A uniform funding agreement for all funding partners.
- b) A provision that allows for continued monthly or quarterly payments by the funding partners subsequent to the end of each fiscal year.

To the extent that any Funding Partner requires changes to the agreement, an “addendum” will be added to the contract that will provide for particular or unique requirements by the various funding partners.

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Regional Funding Partners for Fiscal Year 2025 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding

# LYNX Board Agenda

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:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Exhibit C

### Schedule Listing of LYNX Funding Partners

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

**25-C07 Service Funding Agreement  
by and between  
Orange County, Florida  
and  
Central Florida Regional Transportation Authority**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 24, 2023 (the “**Prior Fiscal Year Funding**”

**Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2023 to September 30, 2024 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2024 and ending on September 30, 2025.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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



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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

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

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

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

#### 4. **LYNX Obligations.**

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

- (i) Addition of route(s).
- (ii) Elimination of route(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the



benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

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

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

**[Signatures appear on following page]**

DRAFT COPY

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

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

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

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Print Name

**FUNDING PARTNER:**

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor

Date: \_\_\_\_\_

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

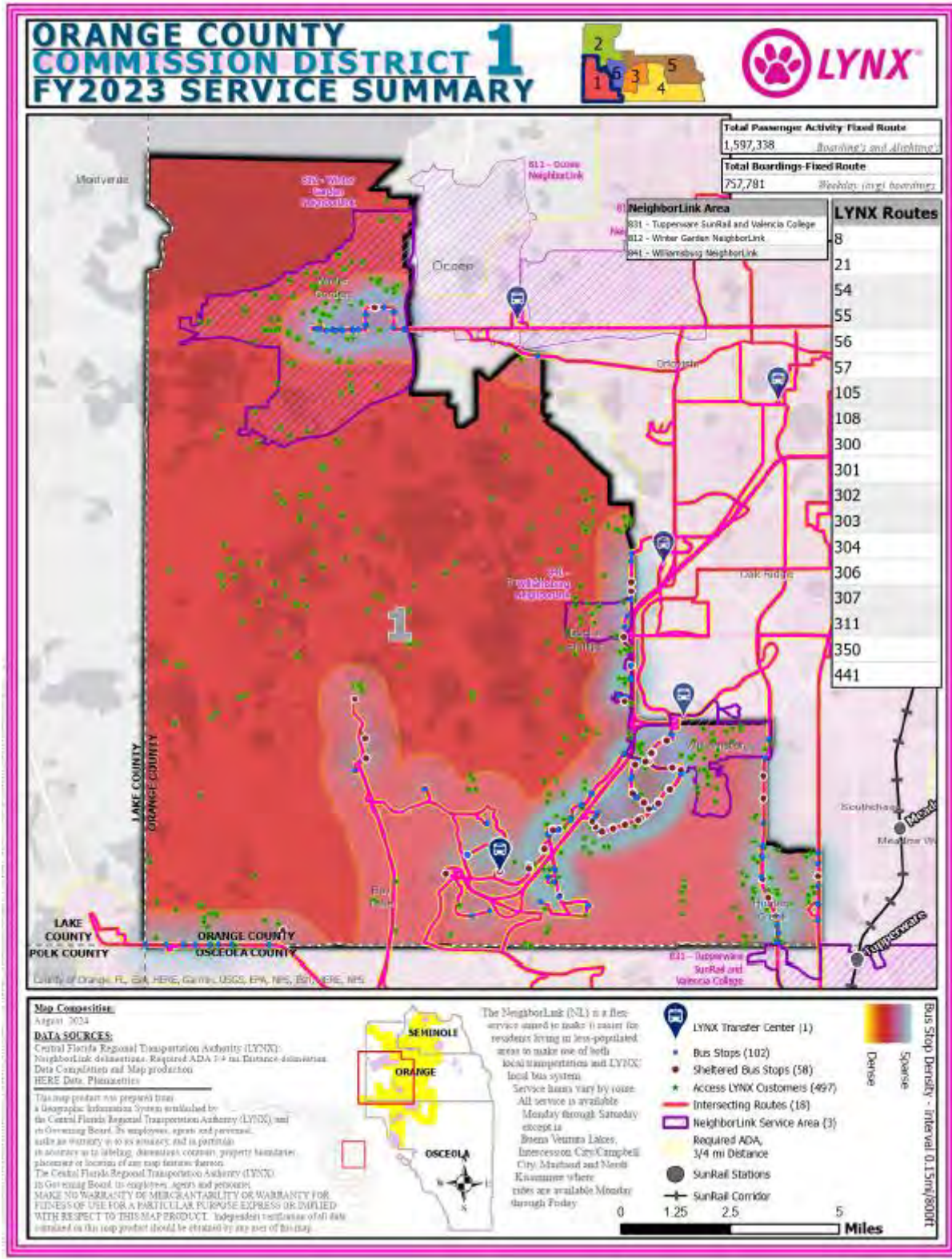
By: \_\_\_\_\_  
Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

Date: \_\_\_\_\_

DRAFT COPY

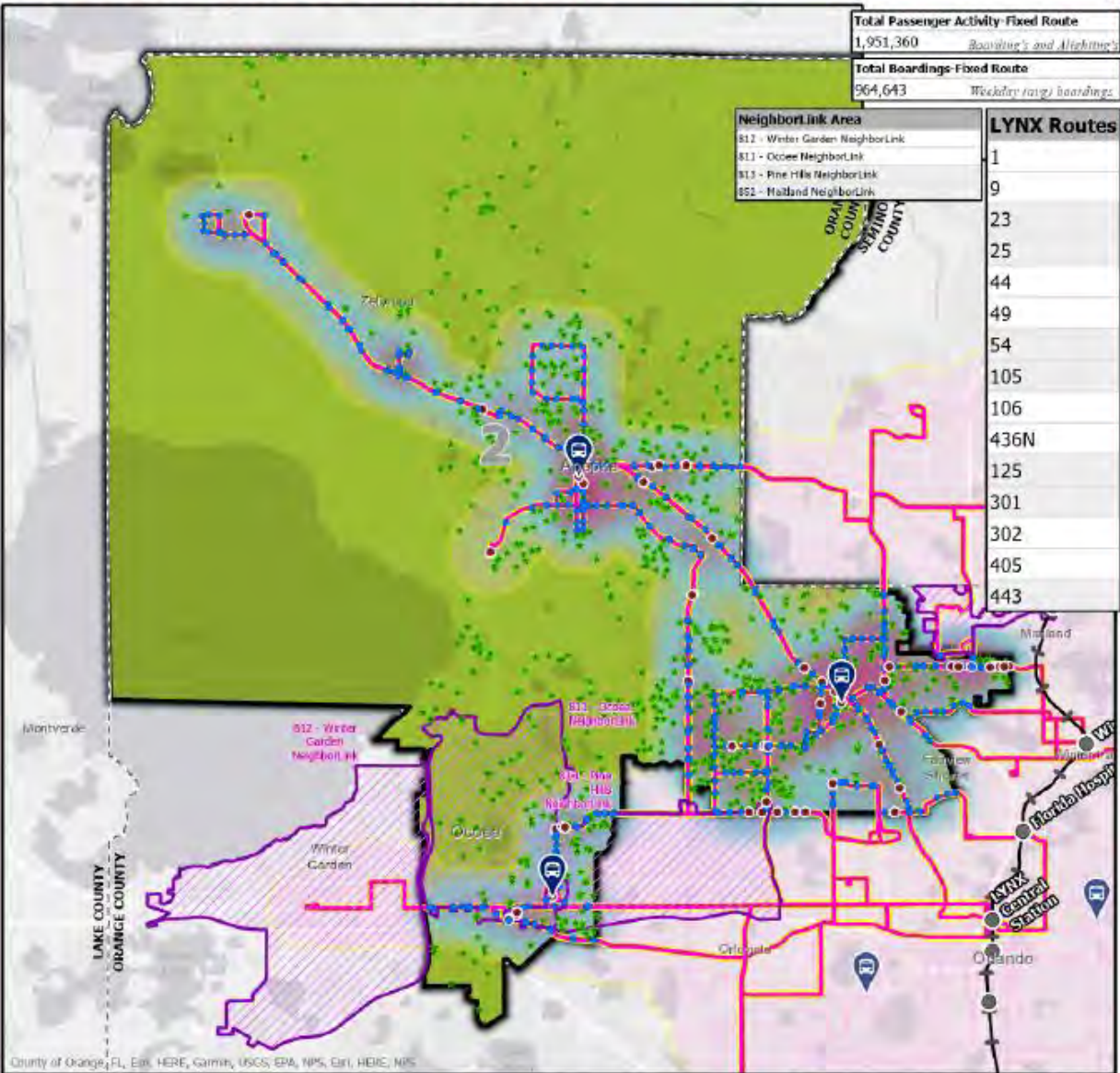
**Exhibit "A"**

**DESCRIPTION OF SERVICE AREA**





# ORANGE COUNTY COMMISSION DISTRICT 2 FY2023 SERVICE SUMMARY



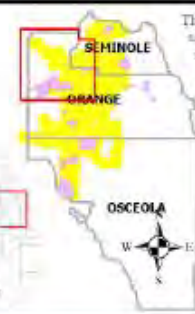
**Map Composition:**

August, 2024

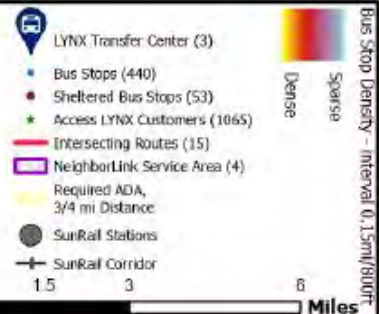
**DATA SOURCES:**

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

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

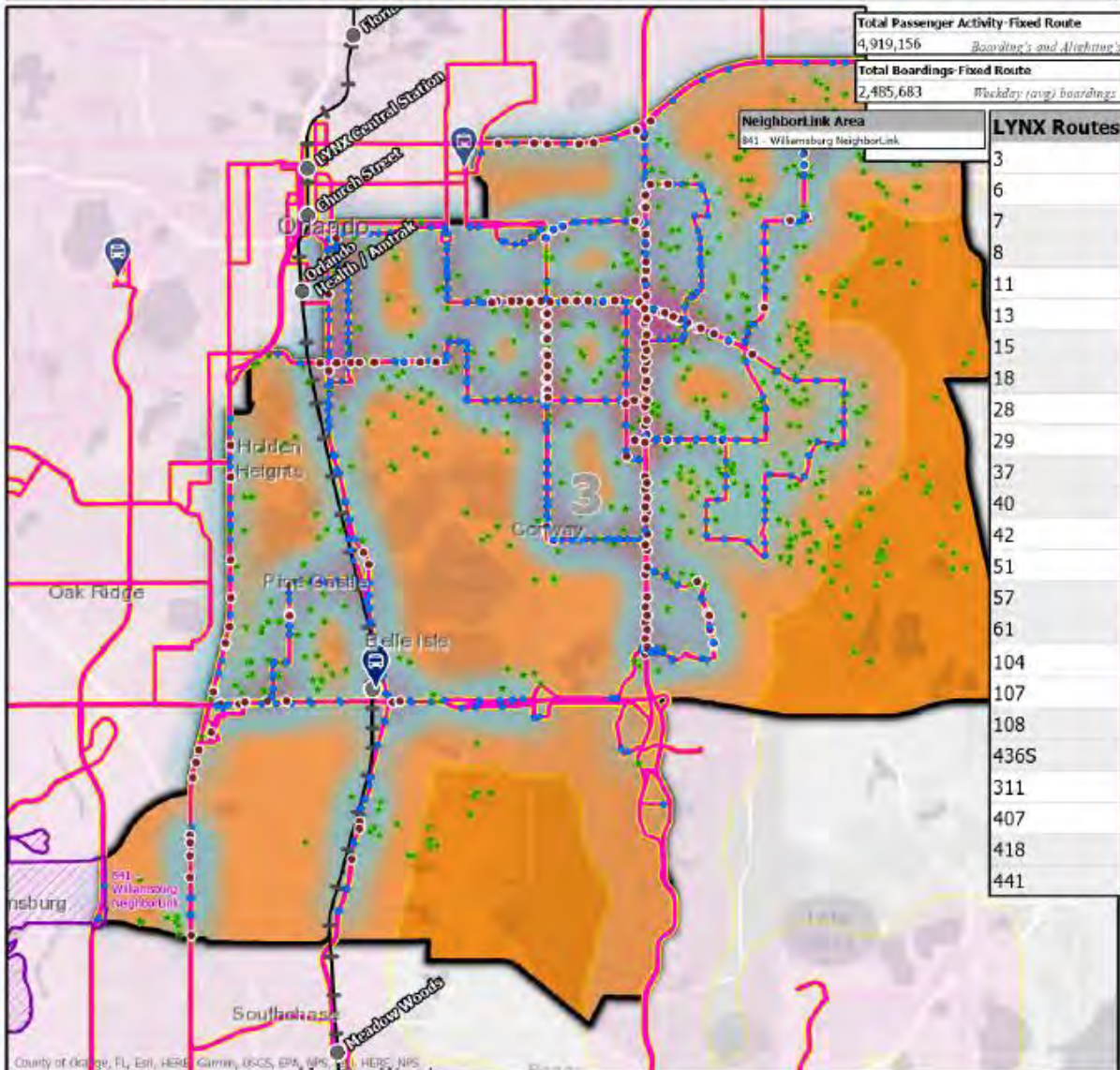


The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus system. Service hours vary by route. All service is available Monday through Saturday except in Brevard, Volusia, Lake, Intercession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





# ORANGE COUNTY COMMISSION DISTRICT 3 FY2023 SERVICE SUMMARY



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

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

NeighborLink Area  
841 - Williamsburg NeighborLink

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

**Map Composition:**  
August, 2024

**DATA SOURCES:**

Central Florida Regional Transportation Authority (LYNX)  
NeighborLink delineations, Required ADA 1/4 mi Distance delineation.  
Data Completion 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. It contains, updates and provides information as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contents, property boundaries, placement or location of any map features thereon.

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



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

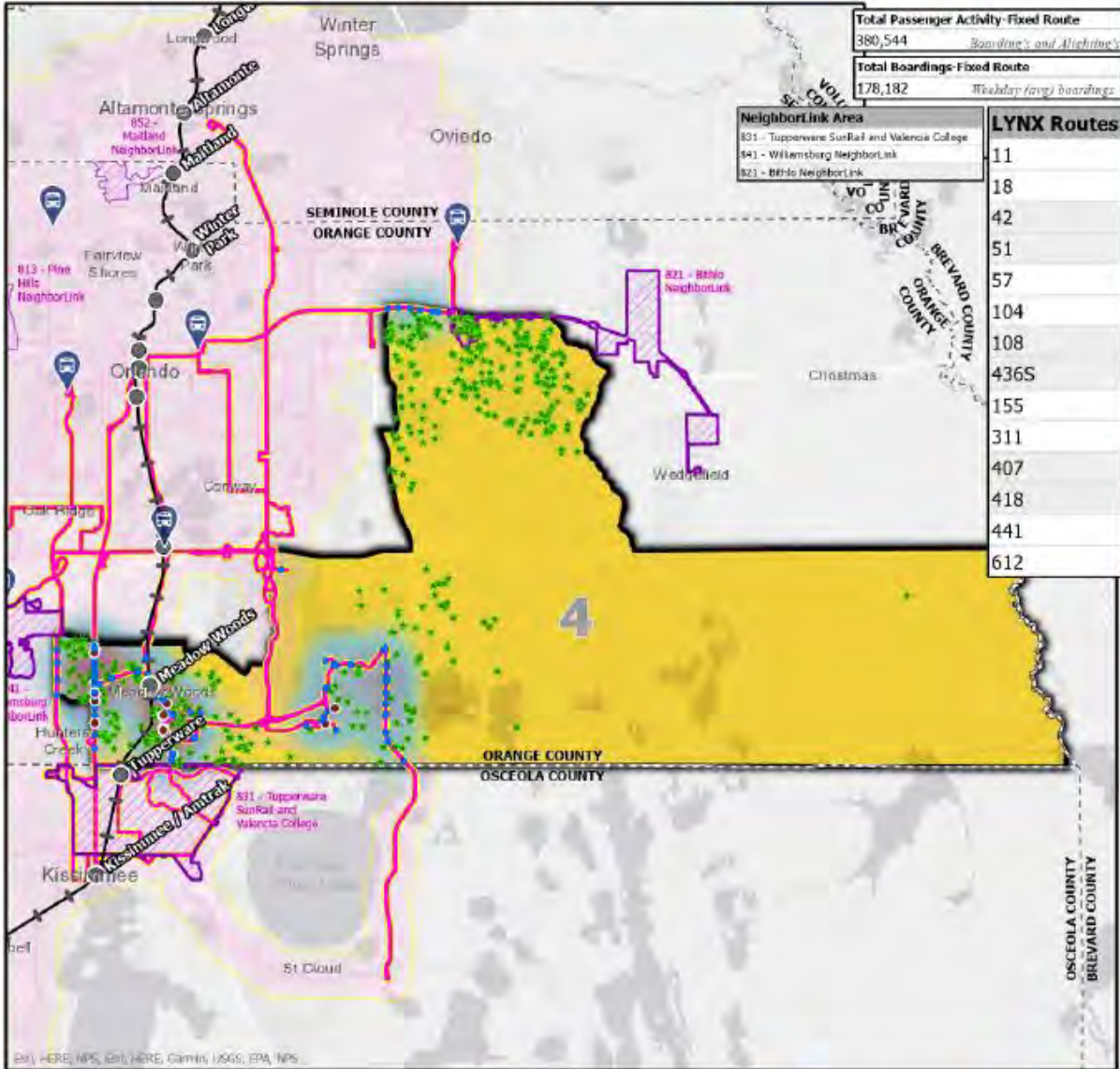
- LYNX Transfer Center (1)
- Bus Stops (480)
- Sheltered Bus Stops (174)
- Access LYNX Customers (848)
- Intersecting Routes (24)
- NeighborLink Service Area (1)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.1mi/800ft  
Dense Sparse

0 1 2 4 Miles



# ORANGE COUNTY COMMISSION DISTRICT 4 FY2023 SERVICE SUMMARY



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

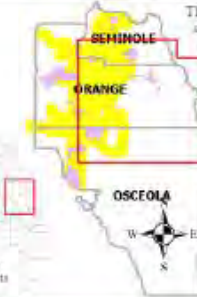
NeighborLink Area	LYNX Routes
831 - Tupperware SunRail and Valencia College	11
841 - Williamsburg NeighborLink	18
821 - BHo NeighborLink	42
	51
	57
	104
	108
	436S
	155
	311
	407
	418
	441
	612

**Map Composition:**  
August, 2024

**DATA SOURCES:**

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

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



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

- LYNX Transfer Center (0)
- Bus Stops (95)
- Sheltered Bus Stops (17)
- Access LYNX Customers (578)
- Intersecting Routes (14)
- NeighborLink Service Area (3)
- 
- SunRail Stations
- SunRail Corridor

Bus Stop Density - Interval 0.13mi/800ft

Dense Sparse

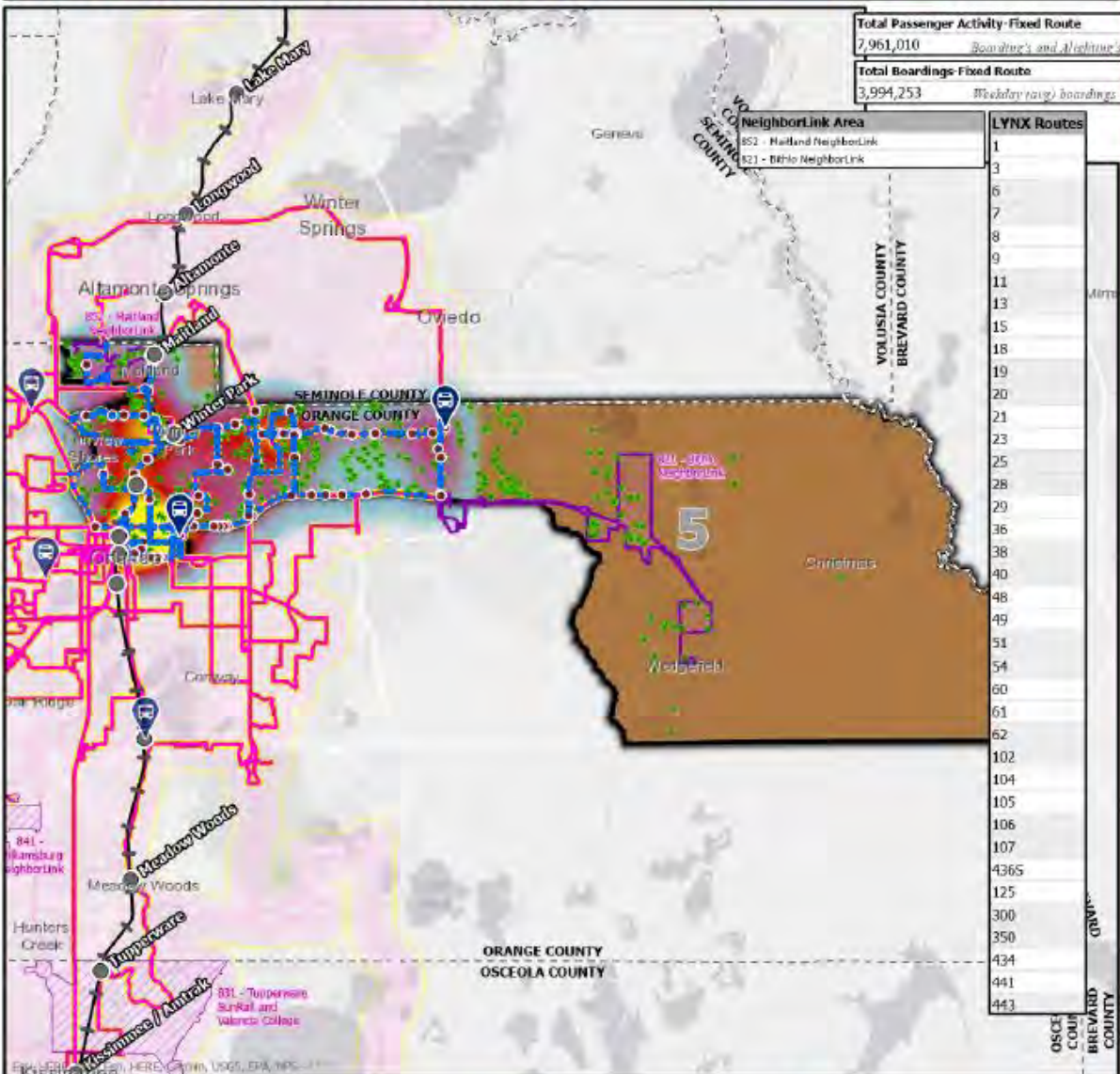
0 2.5 5 10 Miles

# ORANGE COUNTY COMMISSION DISTRICT 5 FY2023 SERVICE SUMMARY



Total Passenger Activity-Fixed Route  
7,961,010 *Boardings and Alightings*

Total Boardings-Fixed Route  
3,994,253 *Weekday (avg) boardings*



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

**Map Composition:**

August, 2024

**DATA SOURCES:**

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

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



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

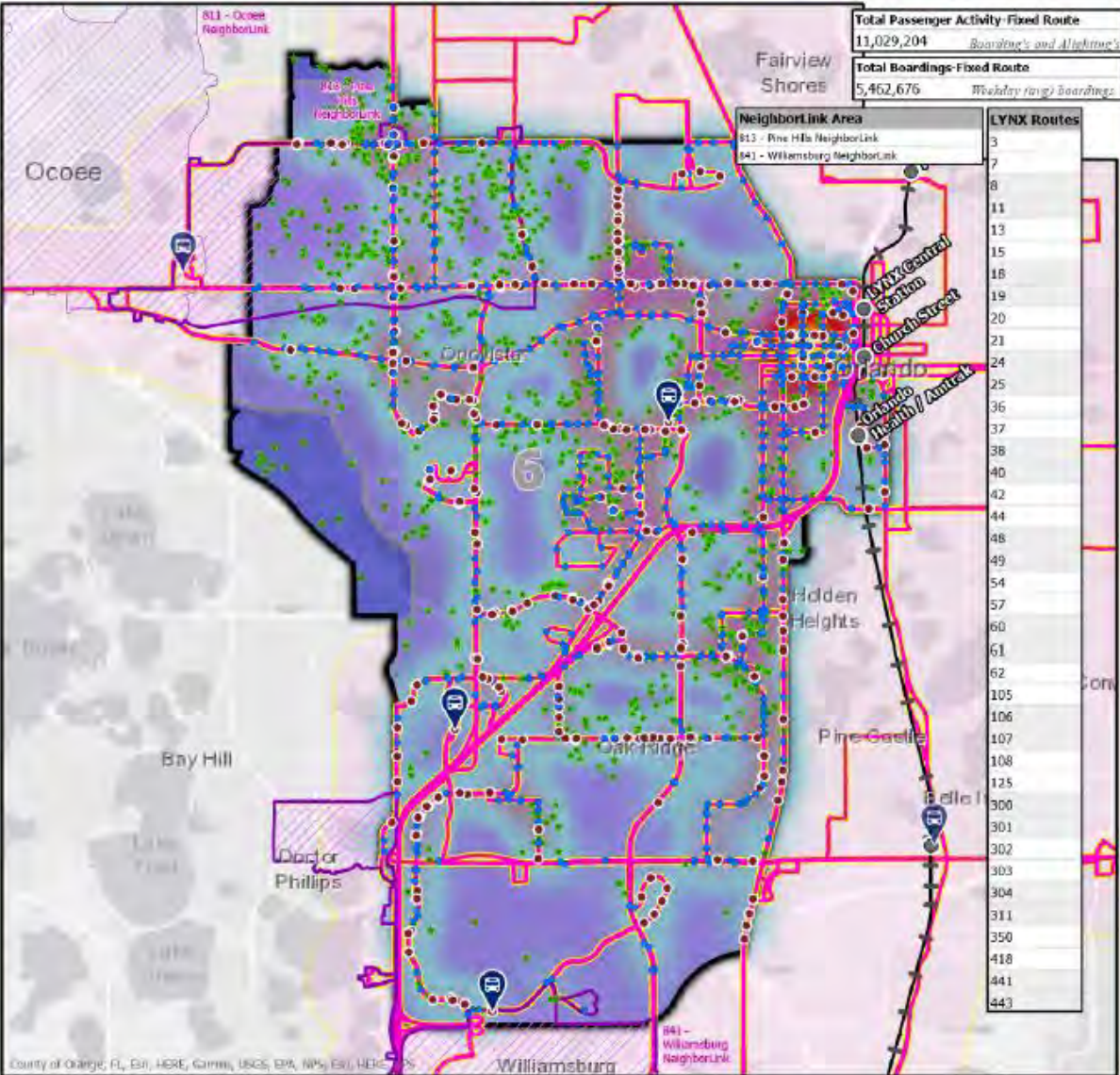
- LYNX Transfer Center (2)
- Bus Stops (479)
- Sheltered Bus Stops (105)
- Access LYNX Customers (605)
- Intersecting Routes (39)
- NeighborLink Service Area (2)
- Required ADA, 3/4 mi Distance
- SunRail Stations
- SunRail Corridor

**Bus Stop Density - Interval 0.1mi/800ft**

0 2.5 5 10 Miles



# ORANGE COUNTY COMMISSION DISTRICT 6 FY2023 SERVICE SUMMARY



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

Neighborhood Area	
813 - Pine Hills NeighborLink	3
841 - Wilkesburg NeighborLink	7

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

**Map Composition:**  
August, 2024

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

This map product was prepared from a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and its Governing Board. Its employees, agents and personnel make no warranty as to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries, placement or location of any map features thereon. The Central Florida Regional Transportation Authority (LYNX), its Governing Board, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESS OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT. Independent verification of all data contained on this map product should be obtained by user prior to use 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's local bus system. Service hours vary by route. All service is available Monday through Saturday except in: Bunnell/Veneta Lakes, Intercession City/Campbell City, Maitland and North Kissimmee where rides are available Monday through Friday.

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

**Bus Stop Density - Interval 0.13mi/300ft**

Dense  
Sparse

0 0.75 1.5 3 Miles

**Exhibit B**

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

***FY2025 Billing Schedule***

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

**Exhibit C**

**Schedule Listing of LYNX Funding Partners**

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

**25-C08 Service Funding Agreement  
by and between  
Osceola County, Florida  
and  
Central Florida Regional Transportation Authority**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 16, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2024 and ending on September 30, 2025.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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



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

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

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).



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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

Public Information Office  
1 Courthouse Square  
Kissimmee, FL 34741  
407-742-0100  
[BCCPIO@osceola.org](mailto:BCCPIO@osceola.org)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

**[Signatures appear on following page]**

DRAFT COPY

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

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

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

By: \_\_\_\_\_  
Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Chair / Vice Chair

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

Date: \_\_\_\_\_

\_\_\_\_\_  
County Attorney



**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

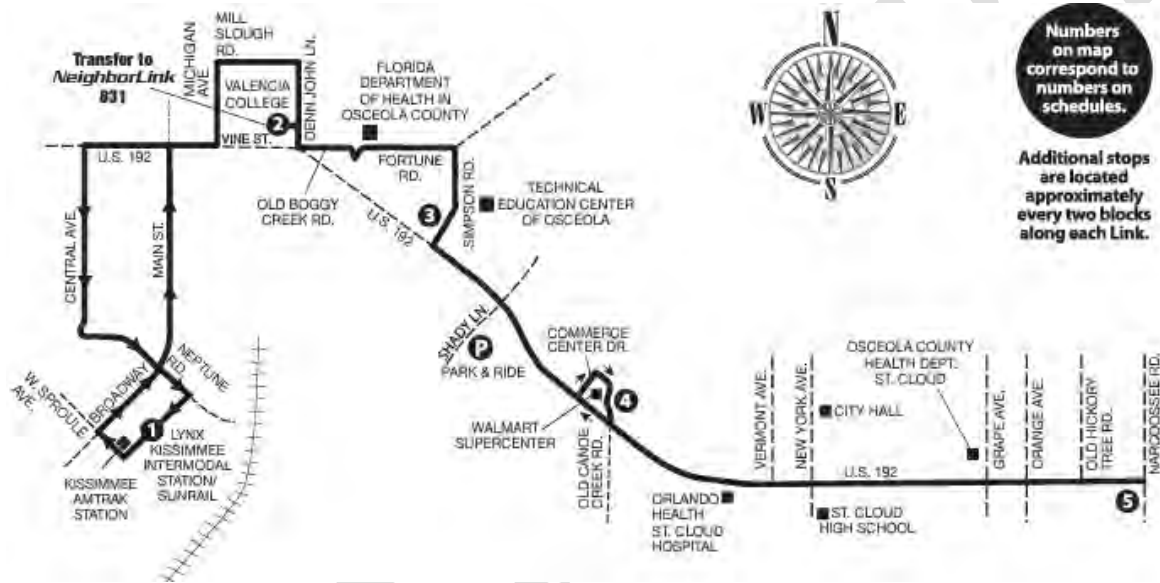
DRAFT COPY

Exhibit "A"

DESCRIPTION OF SERVICE AREA

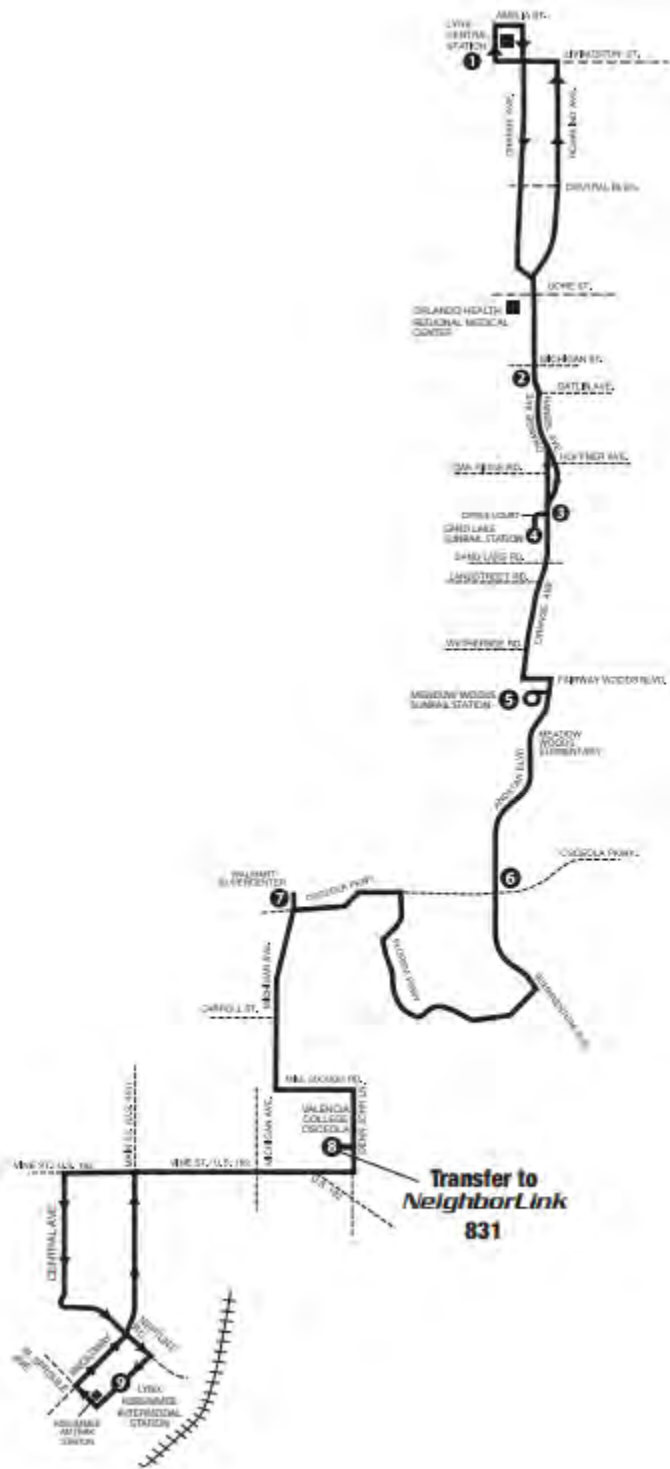
**Link 10** East U.S. 192/St. Cloud

**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



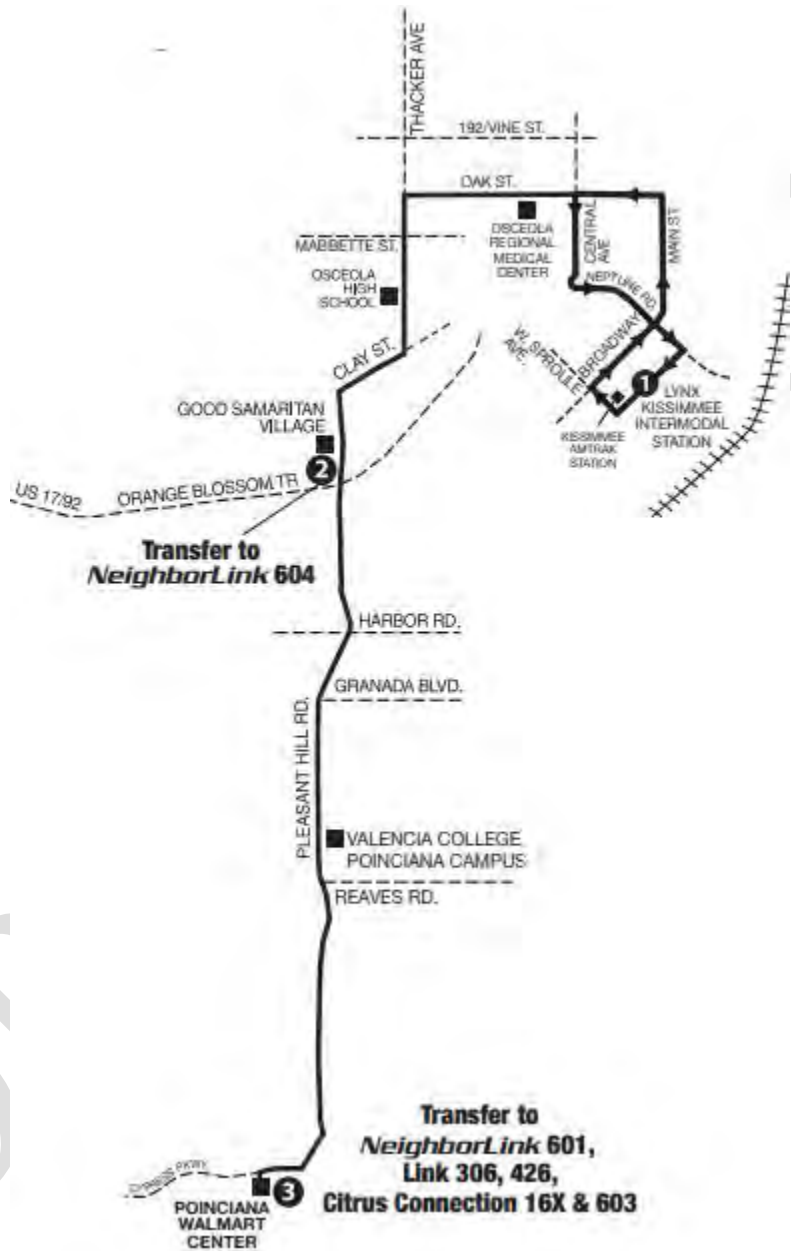
# Link 18 South Orange Ave. /Kissimmee

**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



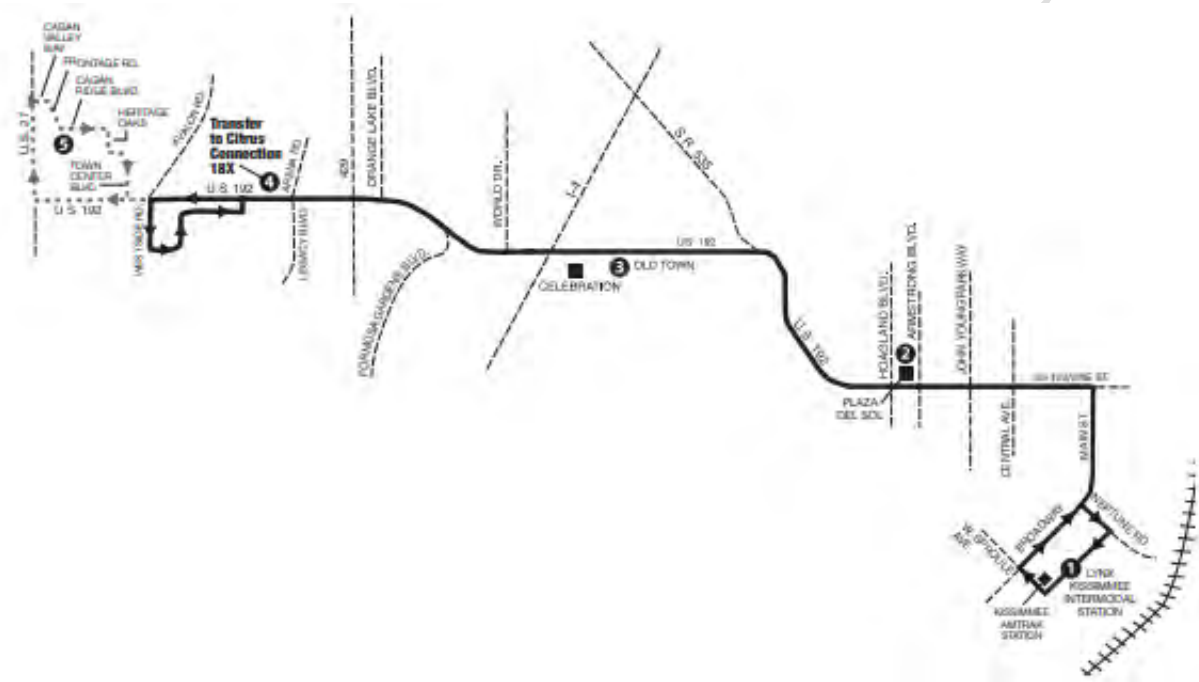
## Link 26 Pleasant Hill Road/Poinciana

**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



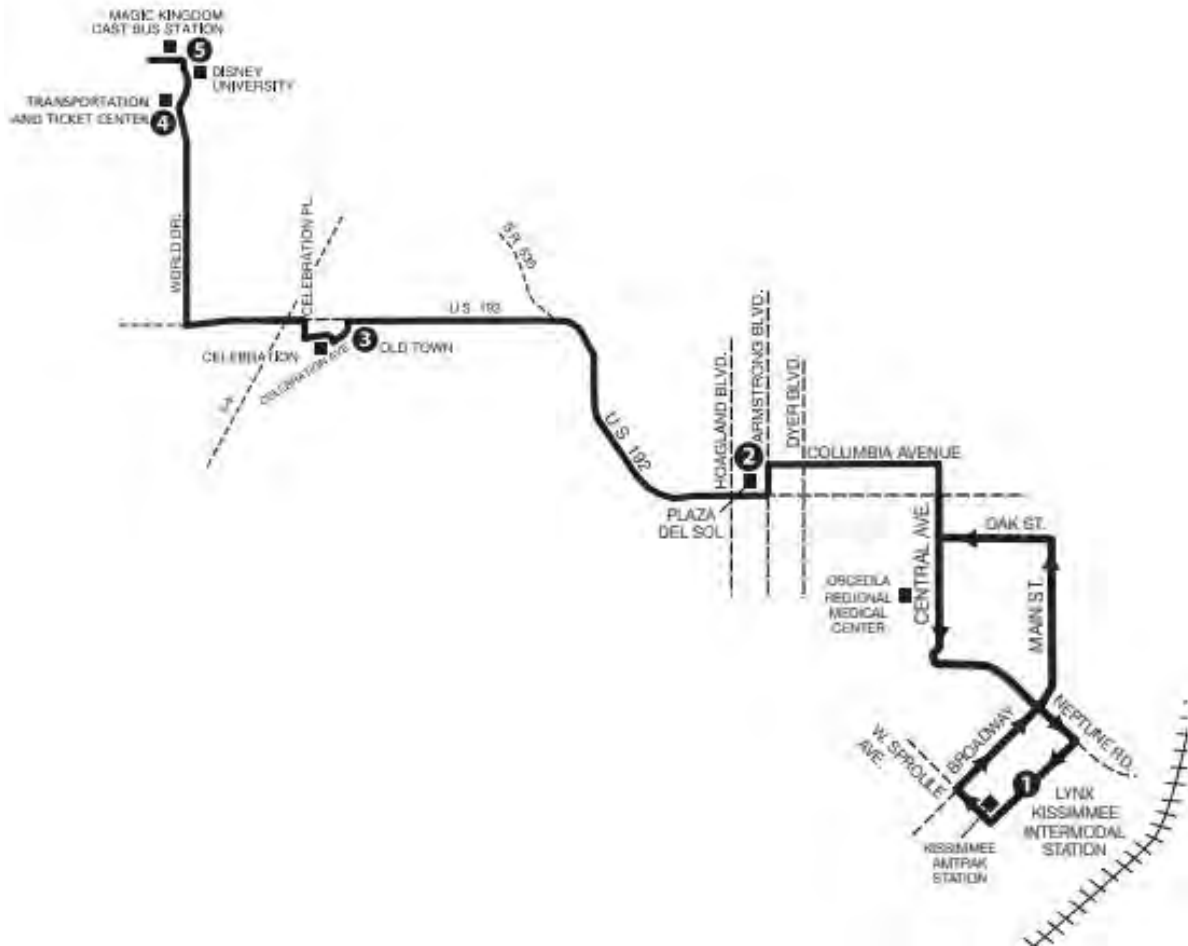
# Link 55 West U.S. 192/Four Corners

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



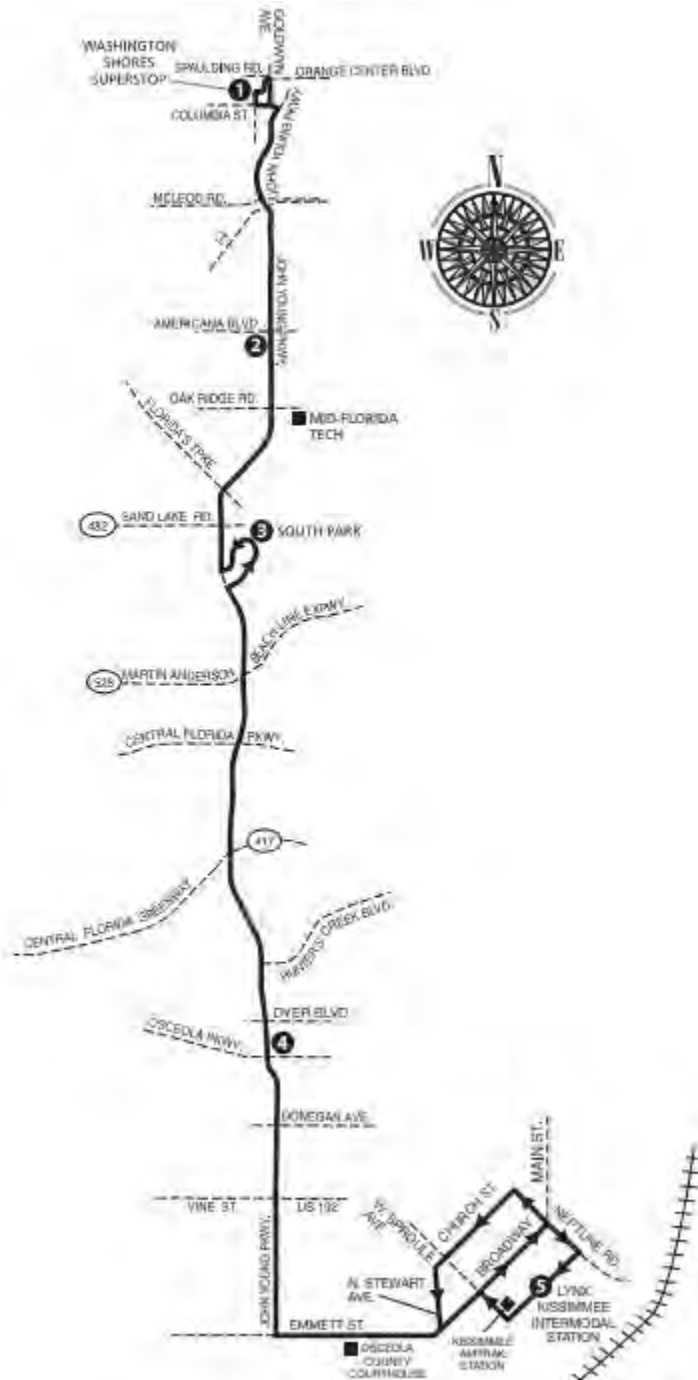
## Link 56 West U.S. 192/ Magic Kingdom

**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

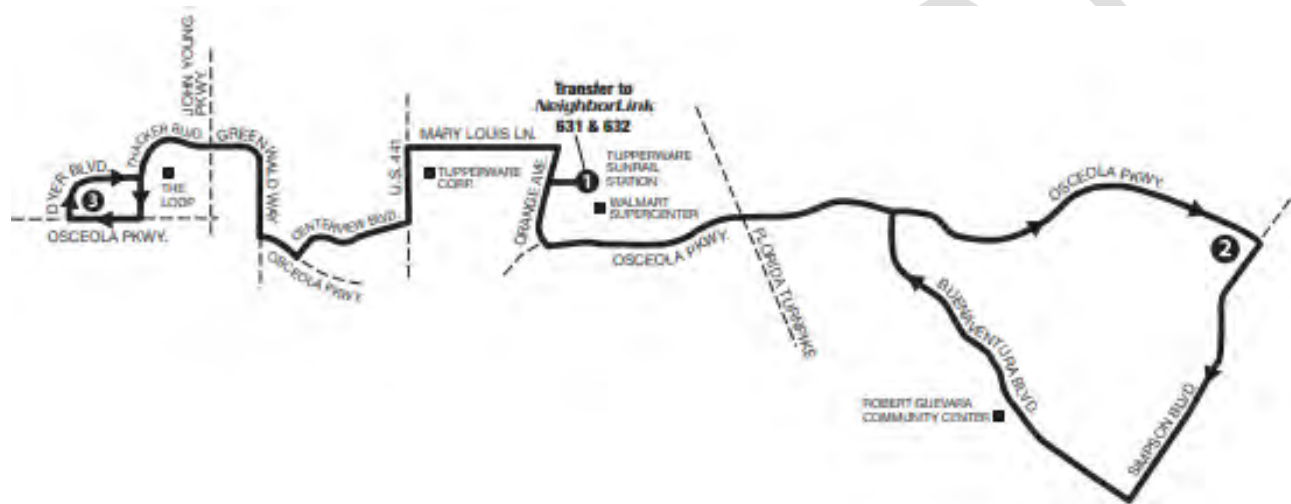
Serving: Florida Mall Superstop, Gatorland Zoo, AdventHealth- Kissimmee, LYNX Kissimmee Intermodal Station/SunRail, and Florida Mall to Hunters Creek (weekday late night service).





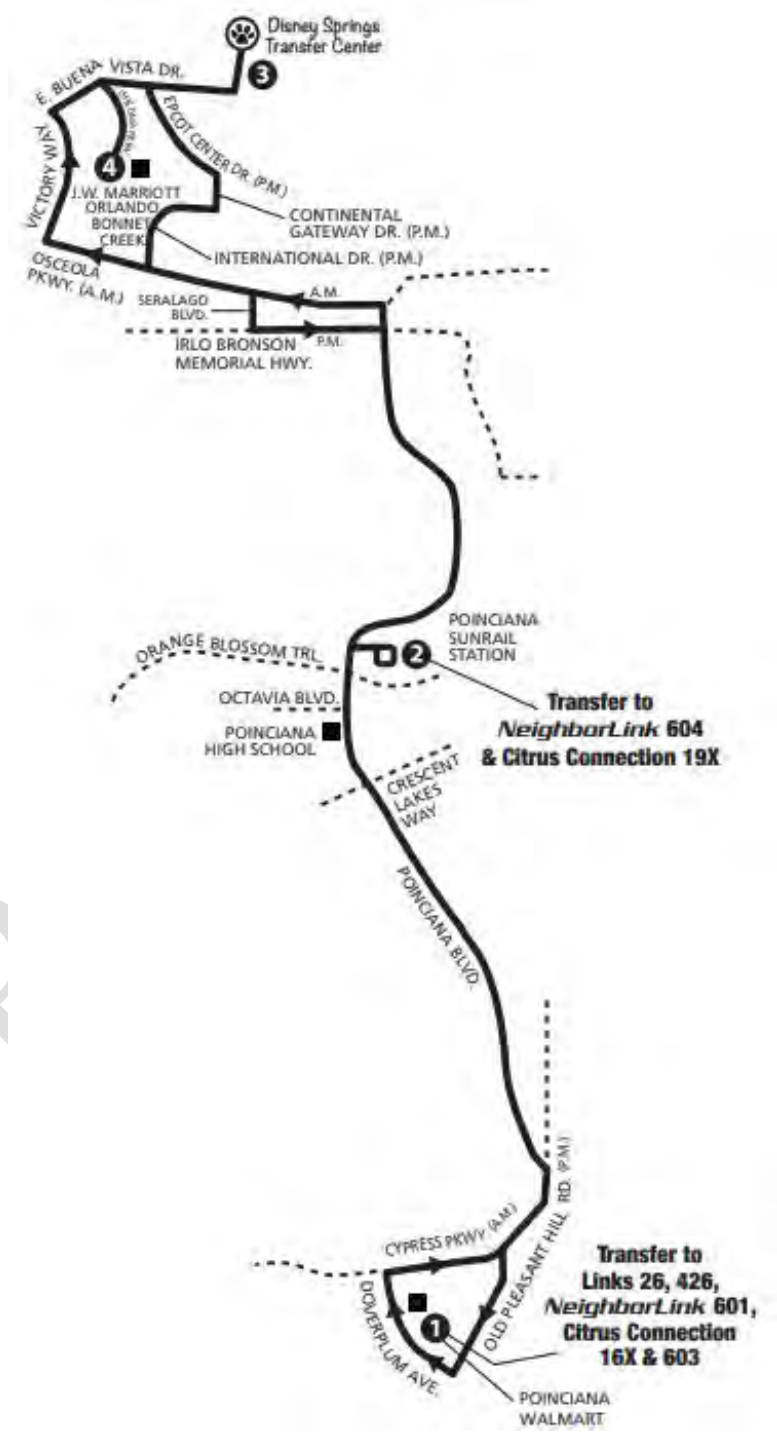
## Link 155 The Loop/Buena Ventura Lakes/Osceola Parkway

**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

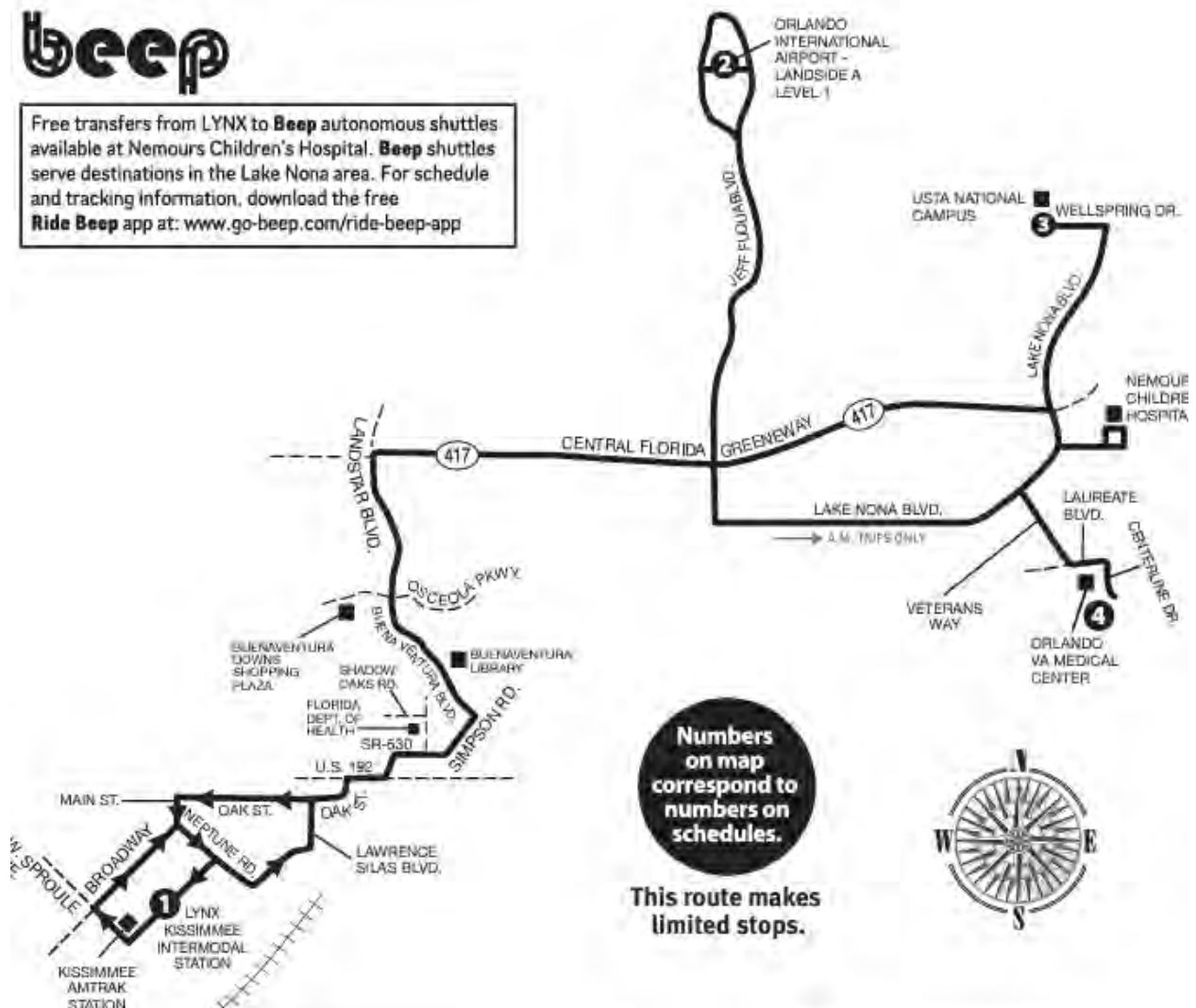


# FastLink 407 Kissimmee/ Orlando International Airport/Medical City

**Serving:** Orlando International Airport, LYNX Kissimmee Intermodal Station, Buenaventra Downs, BuenaVentura 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](http://www.go-beep.com/ride-beep-app)

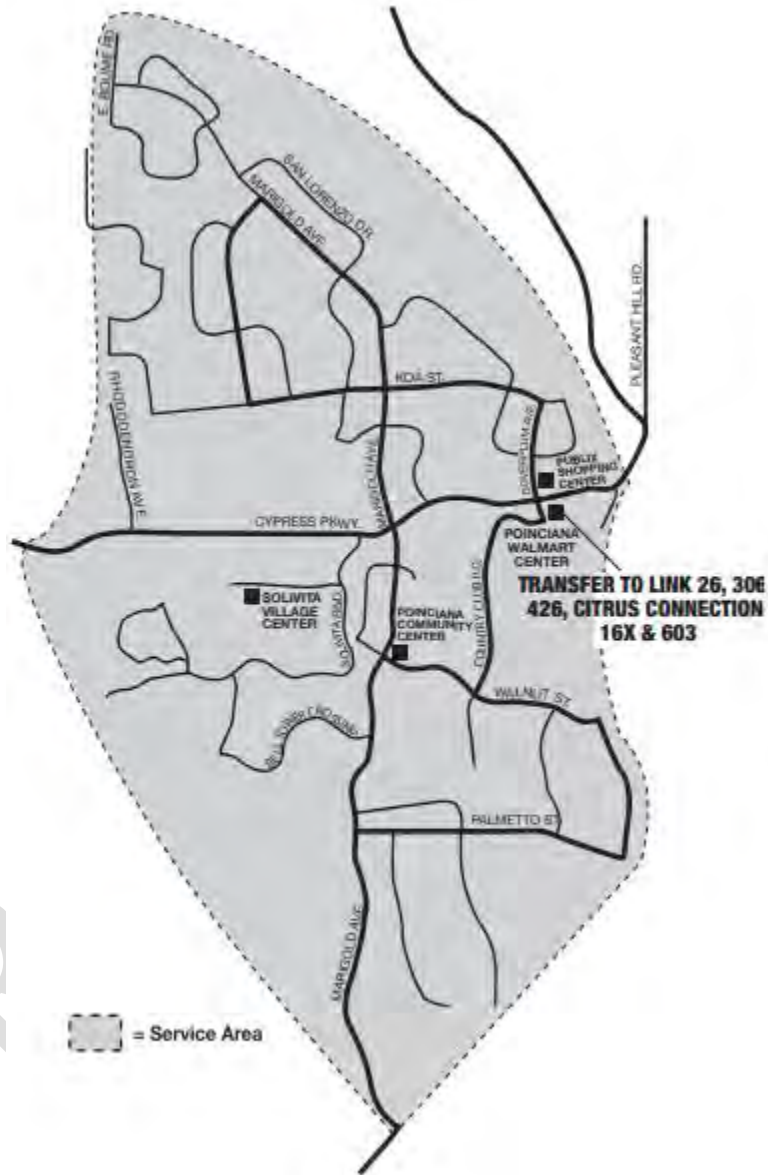






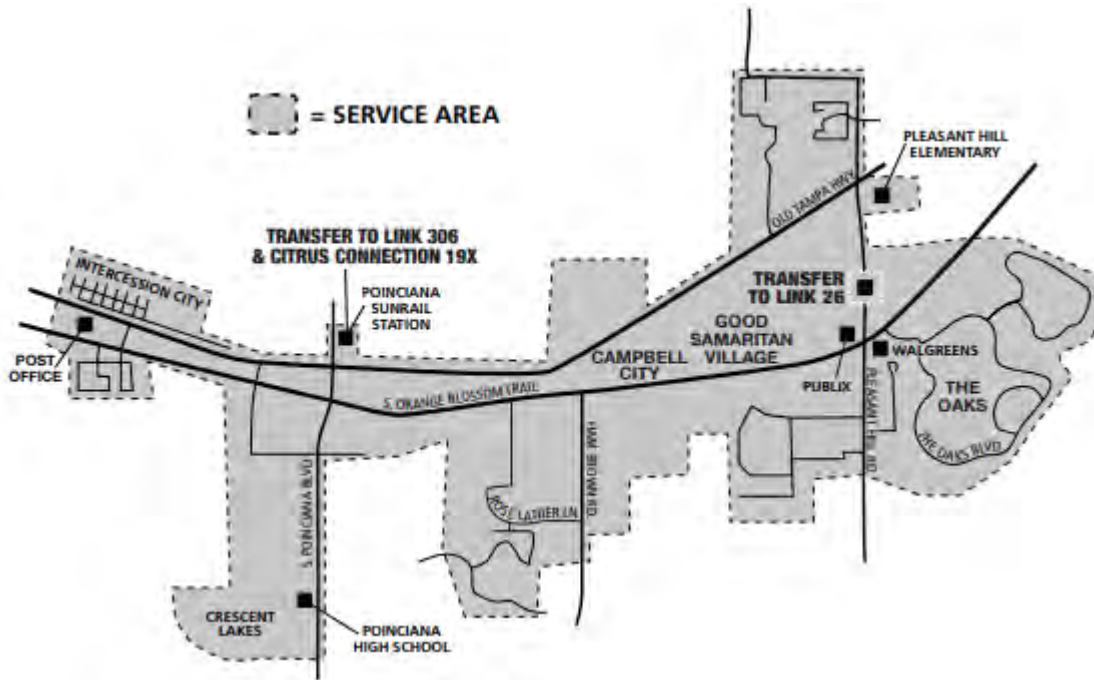
# NeighborLink 601 Poinciana

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



# NeighborLink 604 Intercession City/Campbell City

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

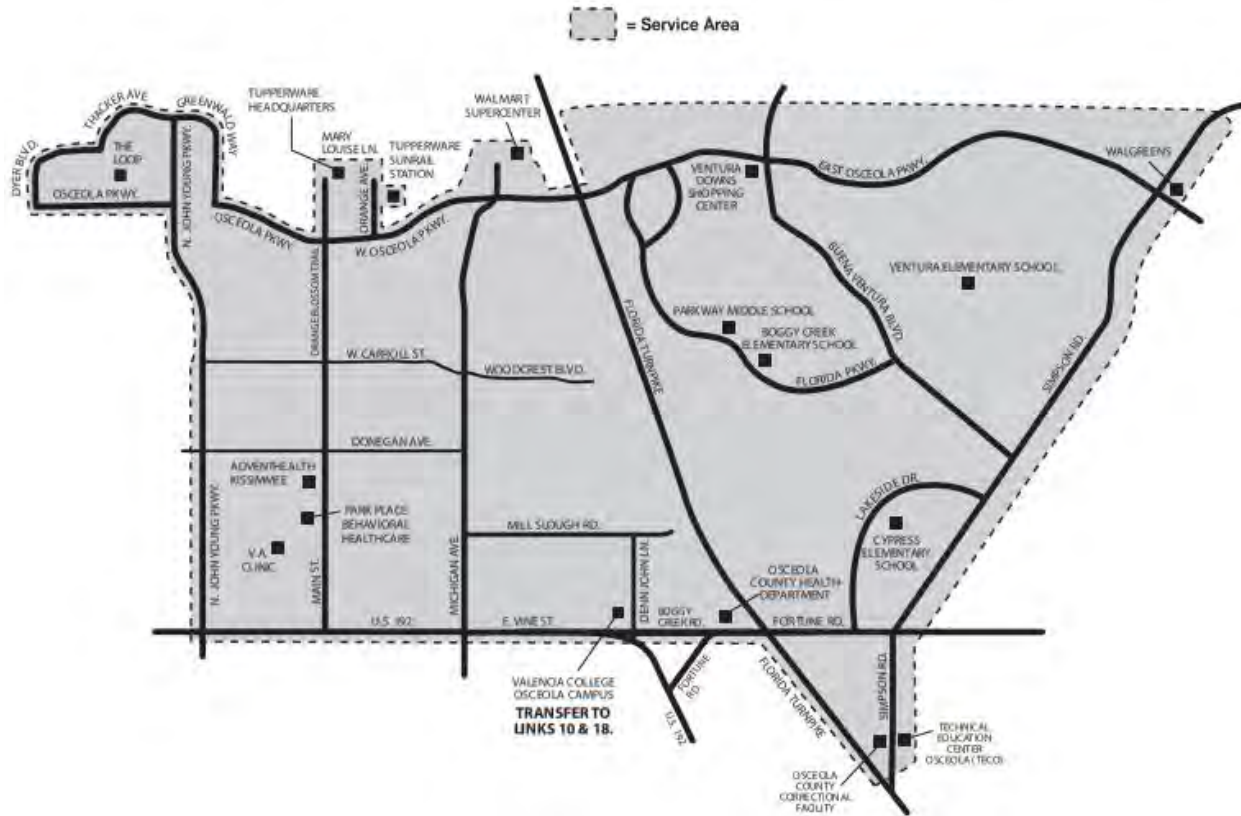


DRAFT



# NeighborLink 831 N. Kissimmee/Buena Ventura Lakes

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





**Exhibit B**

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

***Fixed Route Operating Costs***

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

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

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

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

***ParaTransit Operating Costs*** **Amount**

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

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

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

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

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

***FY2025 Billing Schedule***

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

**Exhibit C**

**Schedule Listing of LYNX Funding Partners**

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

**25-C09 Service Funding Agreement  
by and between  
Seminole County, Florida  
and  
Central Florida Regional Transportation Authority**

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

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 14, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024, to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2024 and ending on September 30, 2025.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2025.

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).



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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

**[Signatures appear on following page]**

DRAFT COPY

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

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

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

By: \_\_\_\_\_  
Clerk to the Board of County  
Commissioners

By: \_\_\_\_\_  
Amy Lockhart, Chairman

For the use and reliance of Seminole  
County only.

Date: \_\_\_\_\_

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

Approved as to form and legal sufficiency.

\_\_\_\_\_  
County Attorney



**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

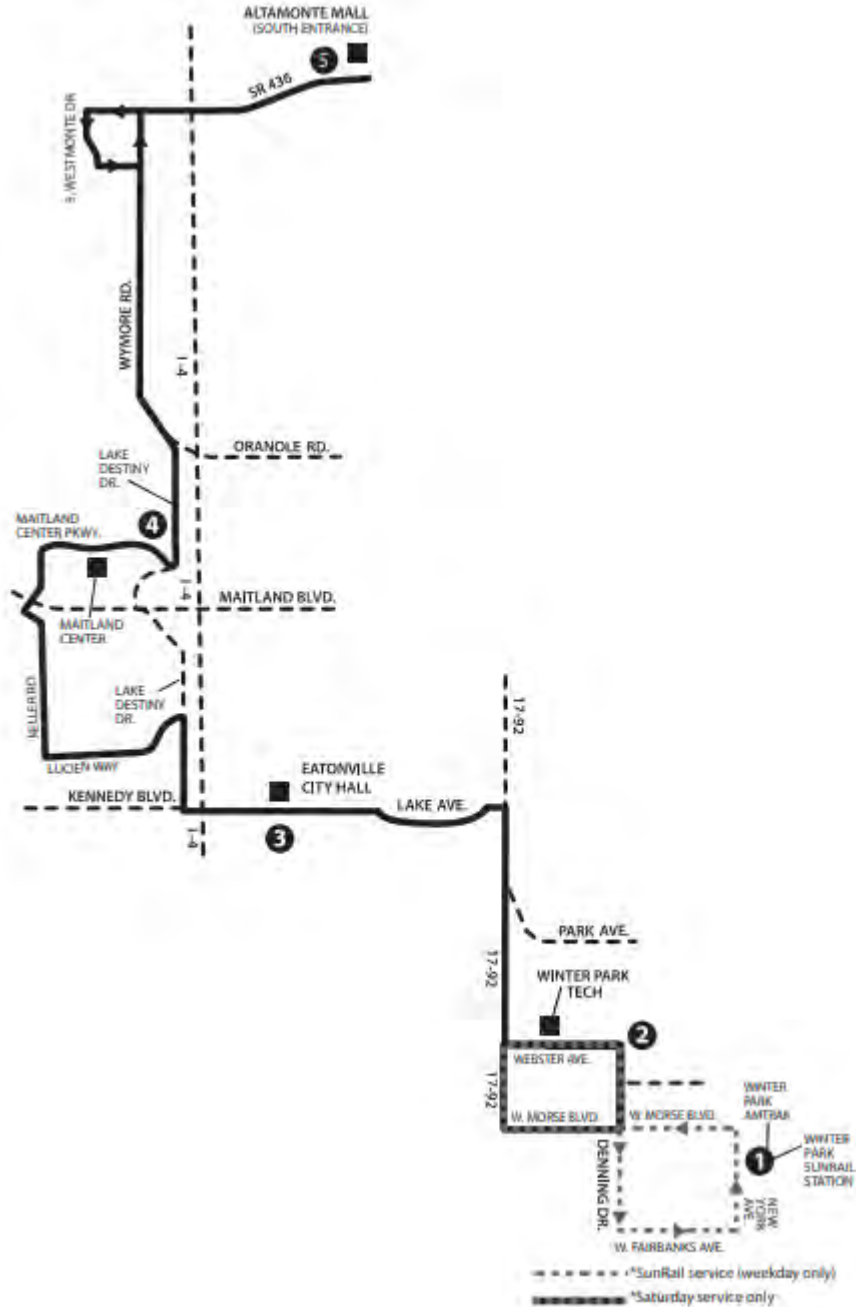
DRAFT COPY

Exhibit "A"

DESCRIPTION OF SERVICE AREA

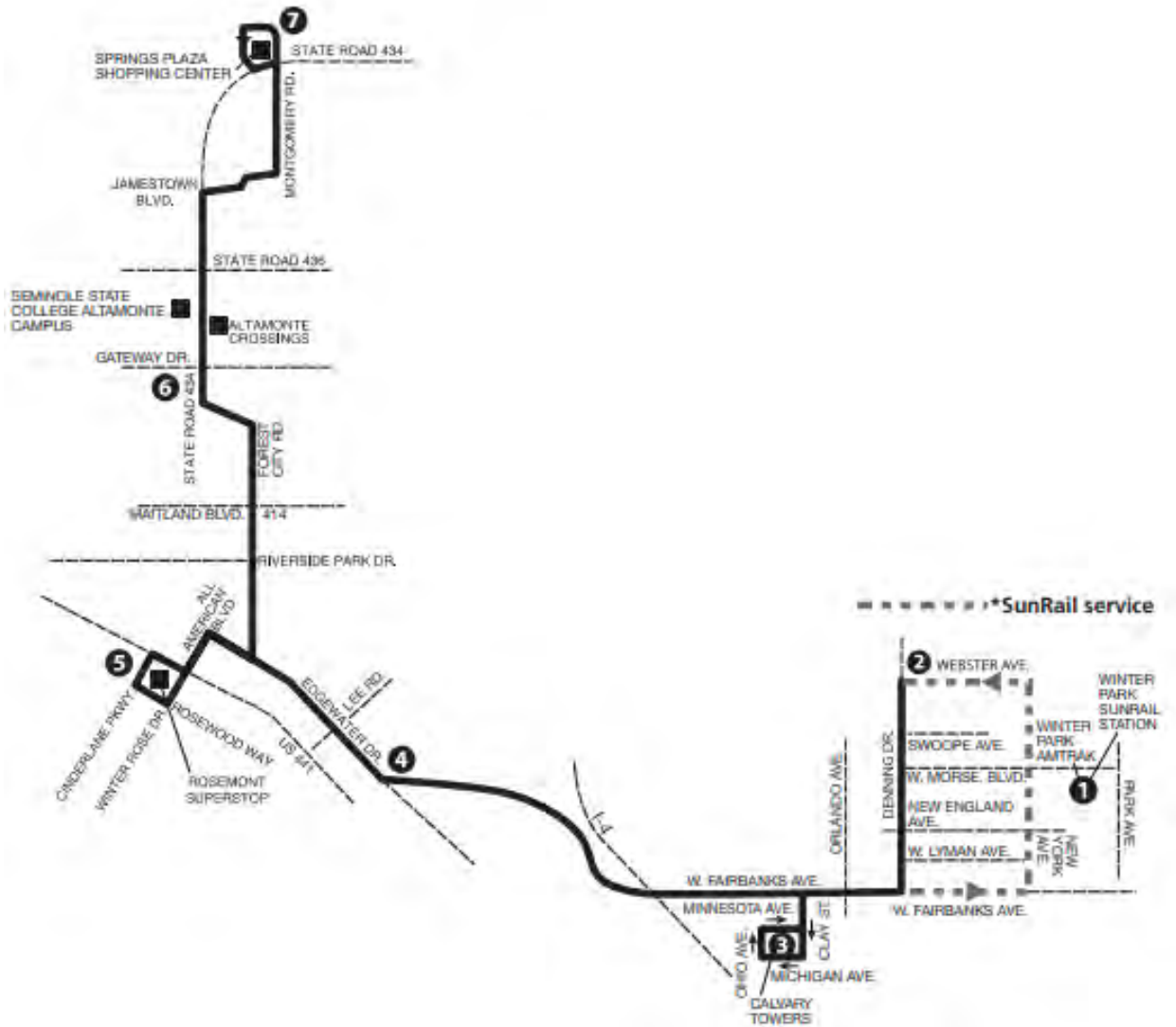
**LINK 1 Winter Park/Maitland/Altamonte Springs**

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



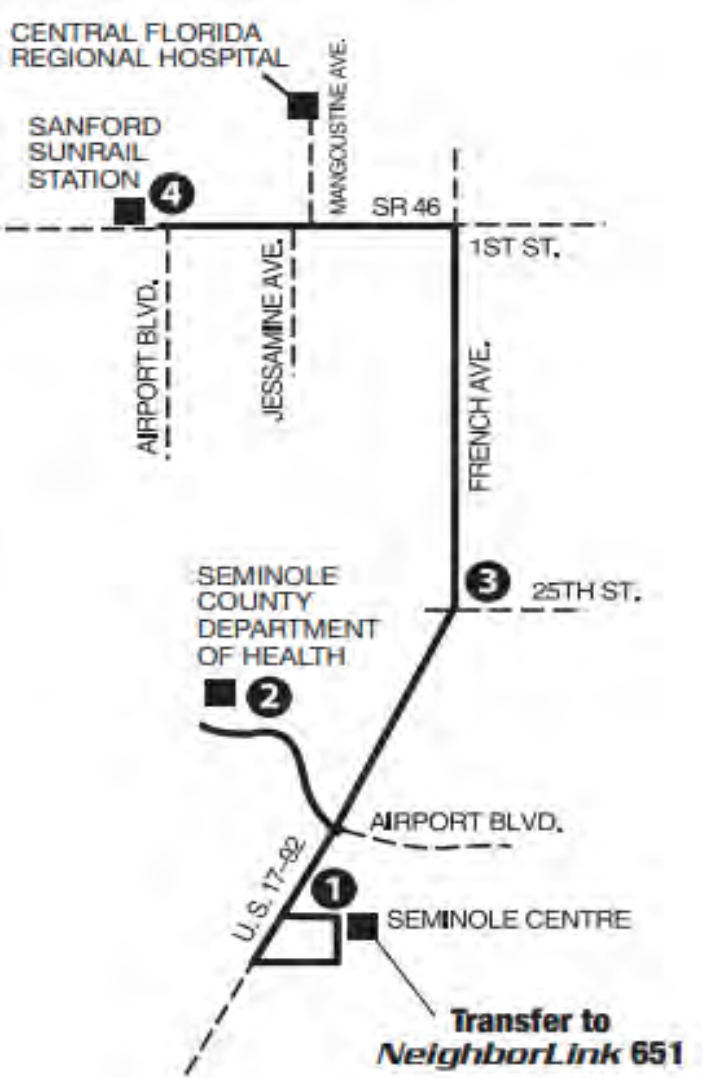
# LINK 23 Winter Park/Rosemont/Springs Plaza

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



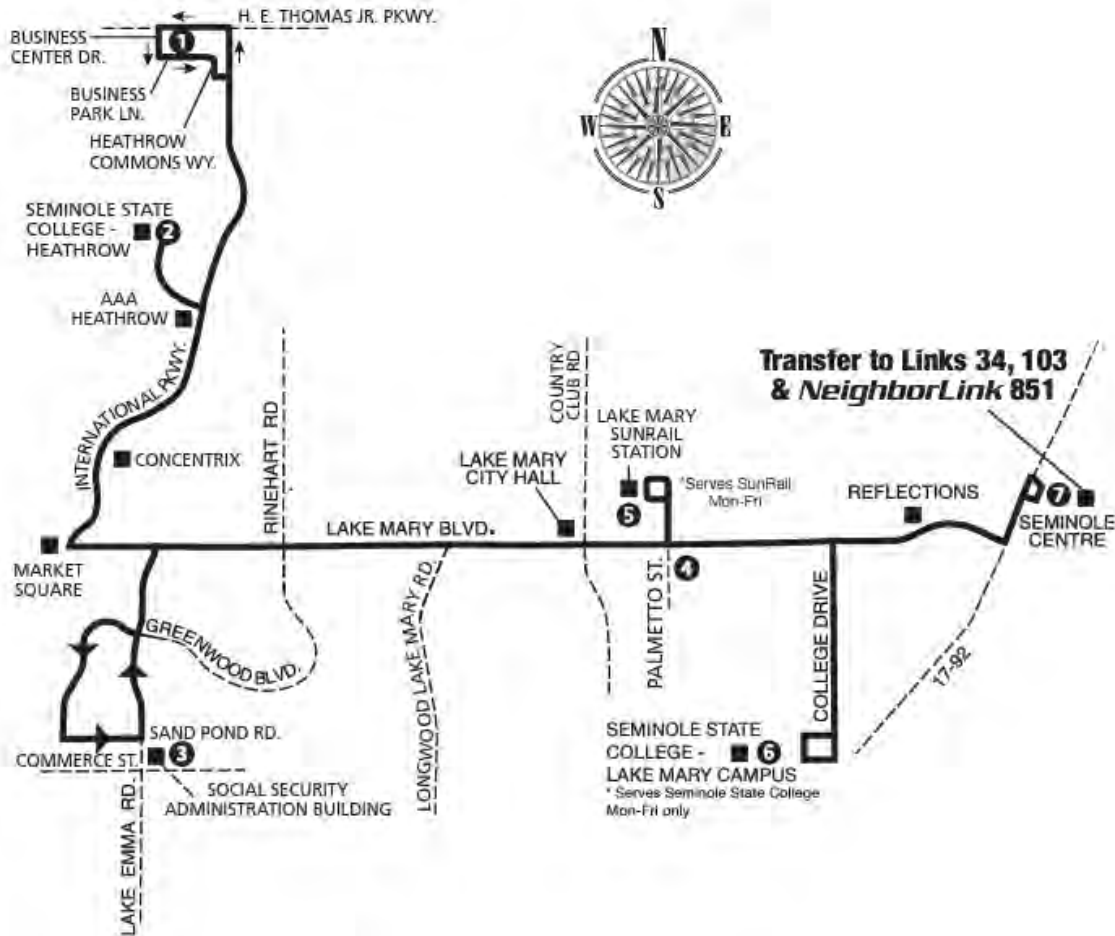
# LINK 34 Sanford/N. U.S. 17-92

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



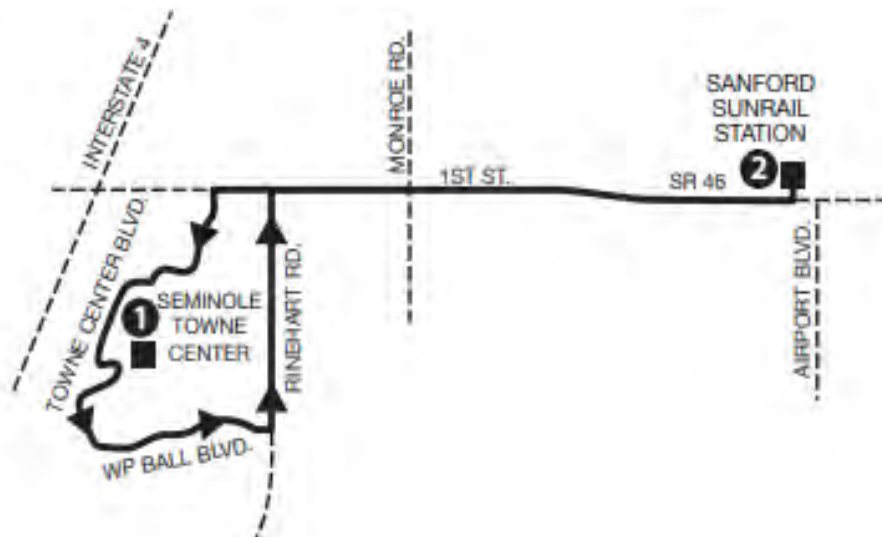
## LINK 46 East E. First St./Downtown Sanford

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



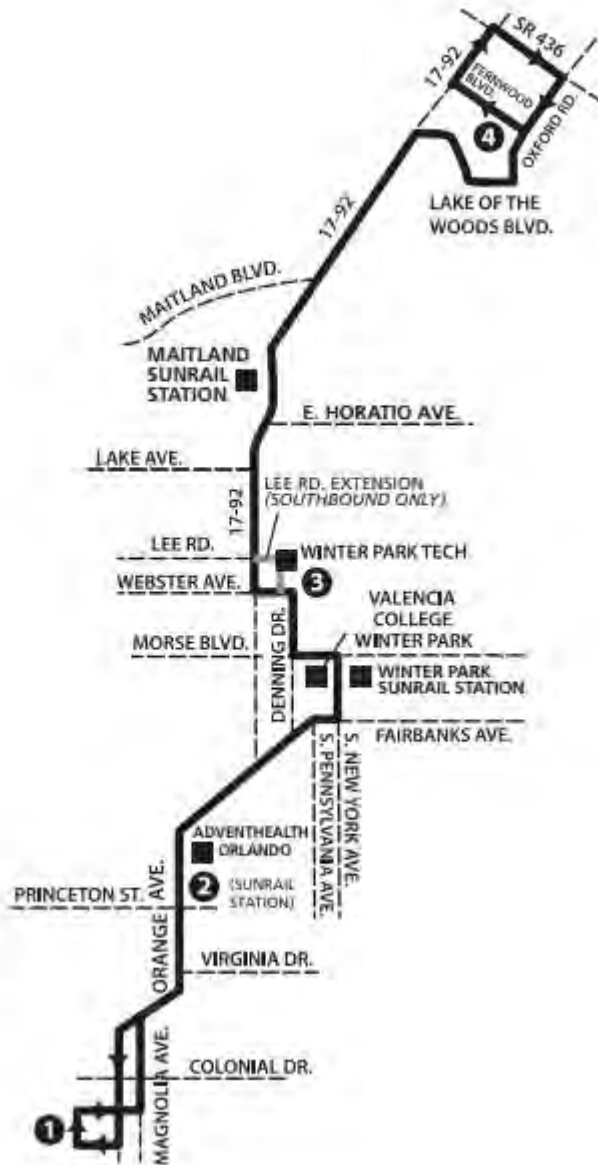
## LINK 46 West w. SR 46/Seminole Towne Center

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



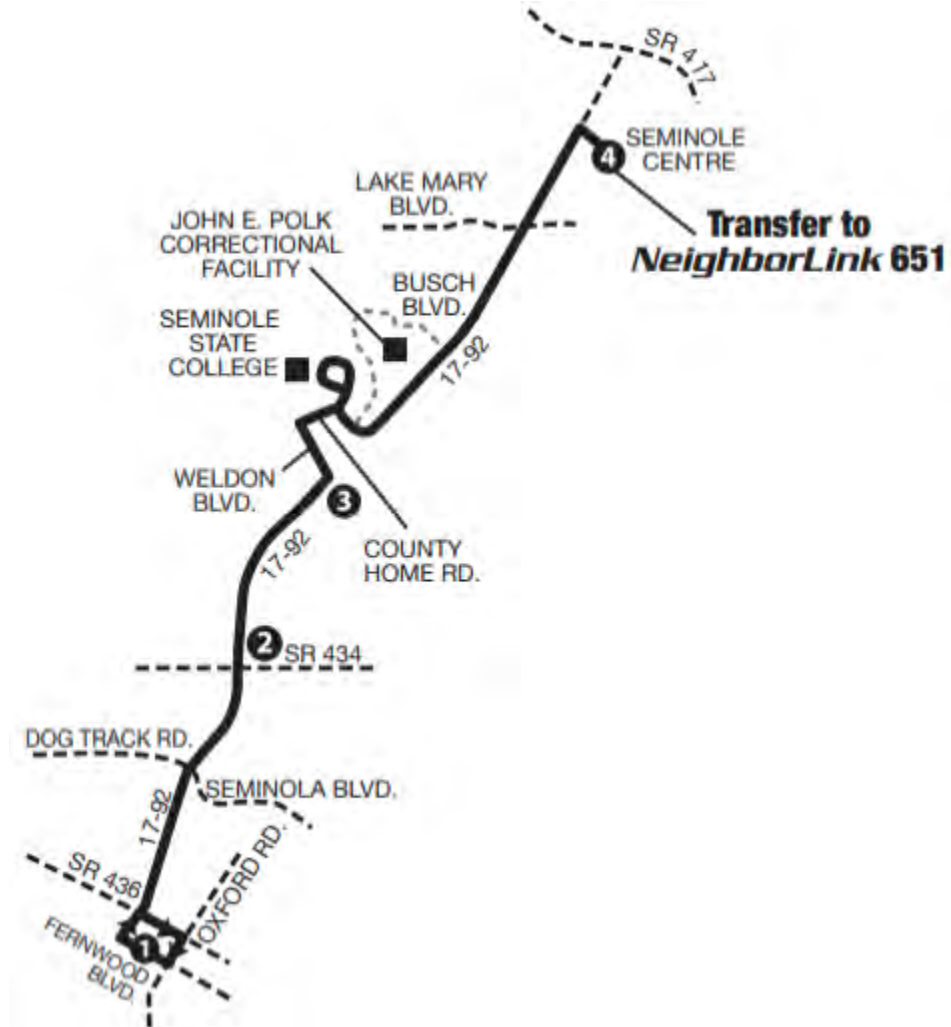
# LINK 102 Orange Avenue/ South 17-92

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

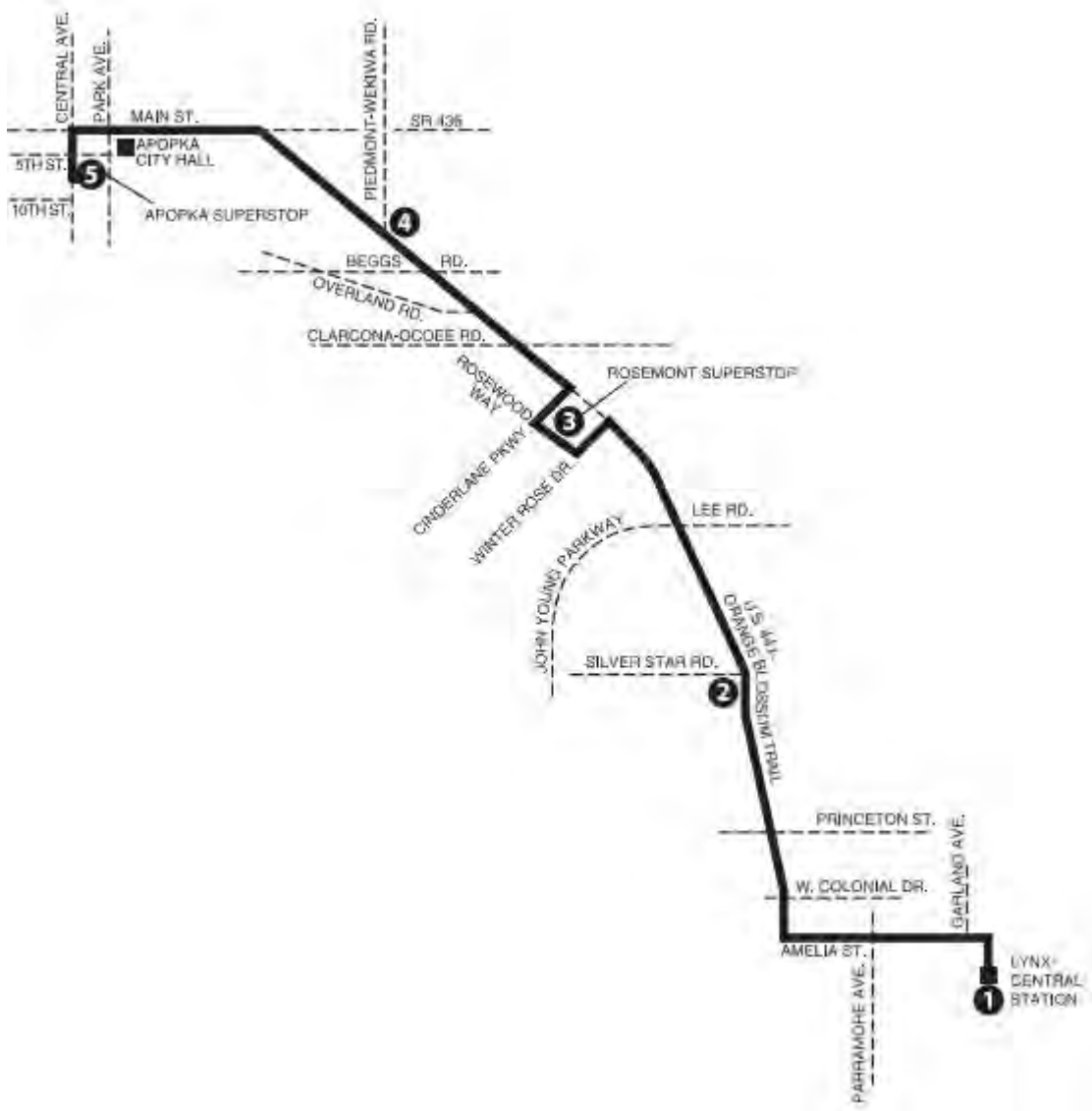
Serving: Jai-Alai, Seminole County Courthouse, Seminole Centre, Seminole State College and NeighborLink 851





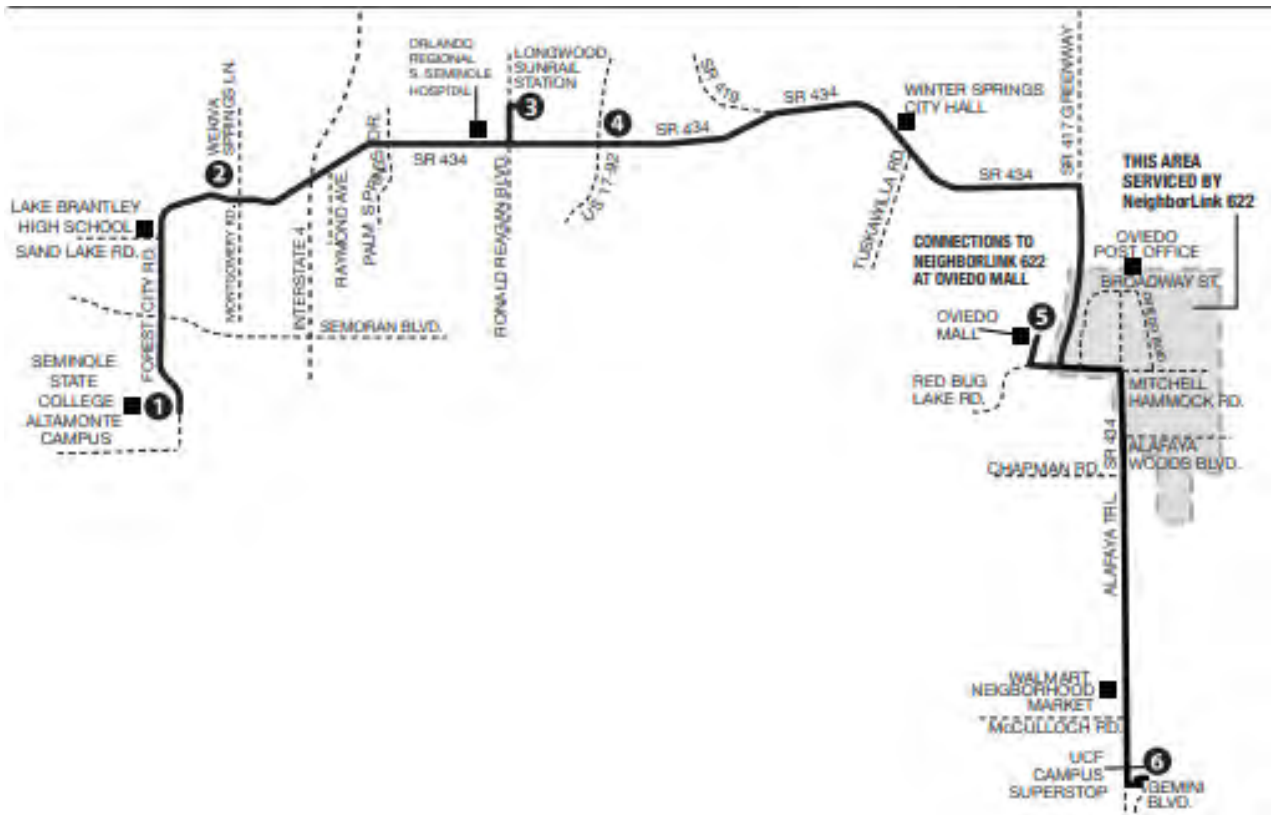
# LINK 106 North U.S. 441/Apopka

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

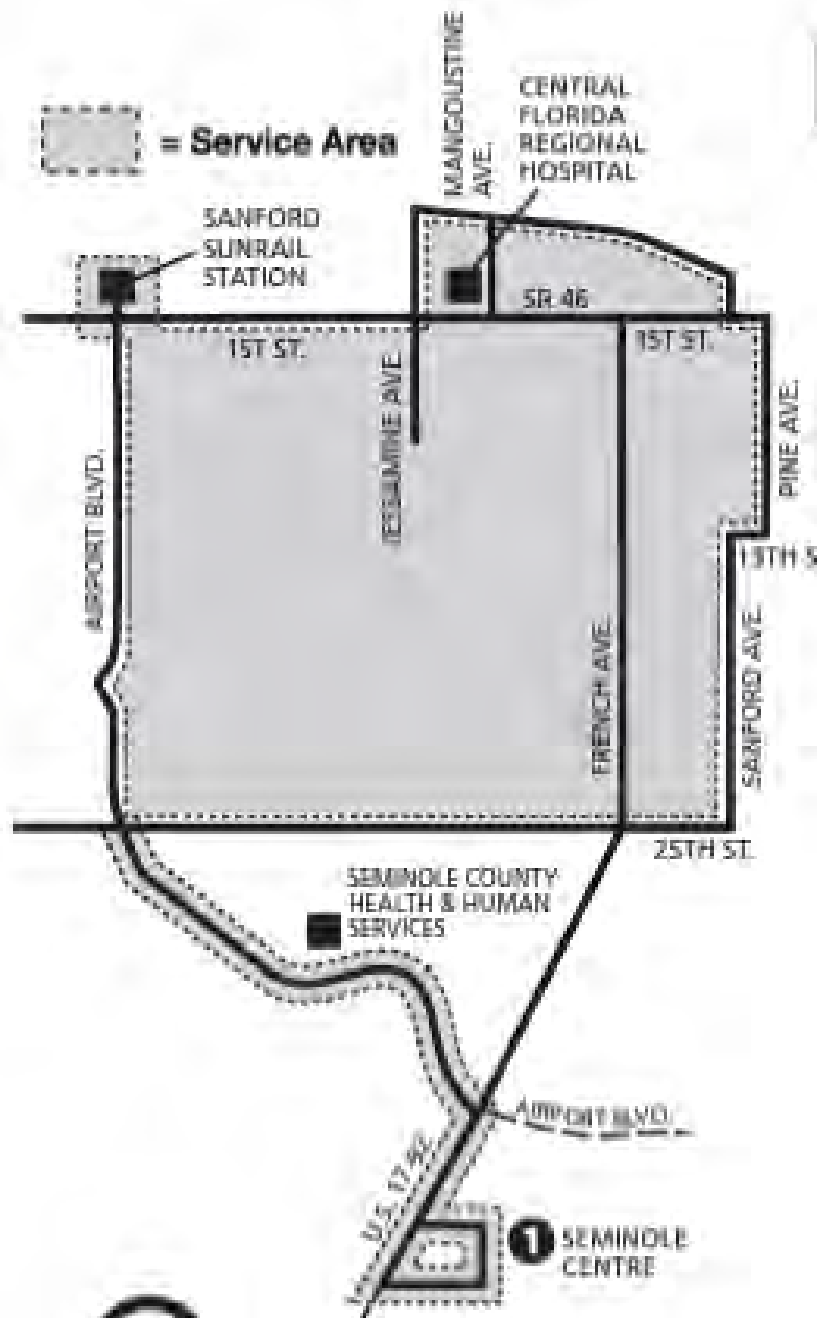






# NeighborLink 851 Sanford

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





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

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

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

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

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

***FY2025 Billing Schedule***

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

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

**Exhibit C**

**Schedule Listing of LYNX Funding Partners**

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



# LYNX Board Agenda

## Action Item #7.C

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Enter into the FY2025 Service Funding Agreements with the Municipal Funding Partners

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Municipal Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2025 Budget.

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

### **BACKGROUND:**

The Cities of Orlando, Altamonte Springs, and Sanford (hereinafter, the Municipal Funding Partners) all recognize the need to provide public transportation services in an efficient manner and acknowledge the benefits of increased ridership on the regional public transportation system. LYNX and the Municipal Funding Partners desire to formally enter into service funding agreements to establish the most prudent utilization of resources and to target service improvements based upon traffic, levels of service, transit operations, and customer demand considerations.

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

# LYNX Board Agenda

The funding partner agreement for FY2025 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Municipal Funding Partners for Fiscal Year 2025 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

## Exhibit C

### Schedule Listing of LYNX Funding Partners

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

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

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a municipal corporation of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 24, 2023 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2023 to September 30, 2024 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” means the fiscal year beginning on October 1, 2024 and ending on September 30, 2025

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2022 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).



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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **Indemnification.**

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

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

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

25. **Signatures appear on the following page**

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

**SIGNATURE PAGE FOR FUNDING PARTNER**

**Passed and adopted** this \_\_\_ day of \_\_\_\_\_, 2024.

*Attest:*

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

\_\_\_\_\_  
Traci Houchin, MMC, FCRM  
City Clerk

\_\_\_\_\_  
Art Woodruff  
Mayor

Approved as to form and  
Legality:

\_\_\_\_\_  
William L. Colbert, Esquire  
City Attorney

**[Signatures Continue on Following Page]**



**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Exhibit "A"

DESCRIPTION OF SERVICE AREA

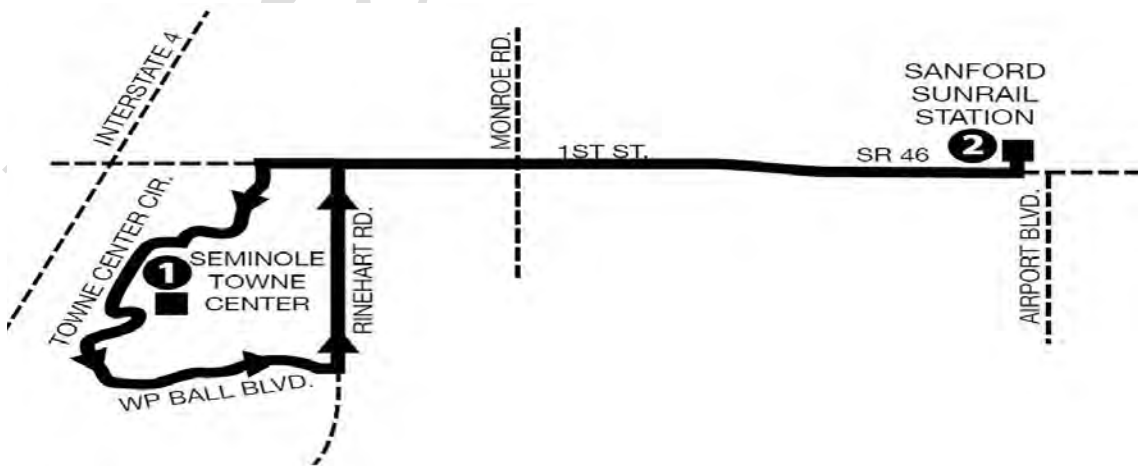
**LINK 46 East E. First St./Downtown Sanford**

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



**LINK 46 West w. SR 46/Seminole Towne Center**

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



**Exhibit "B"**

**APPROPRIATED AMOUNT**

**October 2024 through September 2025      \$ 93,000**

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

“Exhibit C”

Schedule Listing of LYNX Funding Partners

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

**25-C06 Service Funding Agreement  
by and between  
City of Altamonte Springs, Florida  
and  
Central Florida Regional Transportation Authority**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into by and between **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a Florida municipal corporation, whose principal address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 17, 2023 (the “**Prior Fiscal Year Funding**”

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

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

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” means the fiscal year beginning on October 1, 2024 and ending on September 30, 2025.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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



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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2023 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

City of Altamonte Springs  
City Clerk's Office

225 Newburyport Avenue  
Altamonte Springs, Florida 32701  
407-571-8000  
[cityclerk@altamonte.org](mailto:cityclerk@altamonte.org)

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

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

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

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

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

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

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



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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

24. **E-Verify**. Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify system to verify the work authorization status of all newly hired employees, and requiring all sub-contractors to provide an affidavit attesting that the sub-contractor does not employ, contract with, or sub-contract with, an unauthorized alien.

**Signatures appear on following page**

DRAFT COPY



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

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

**CITY OF ALTAMONTE SPRINGS,  
FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Pat Bates, Mayor

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

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

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

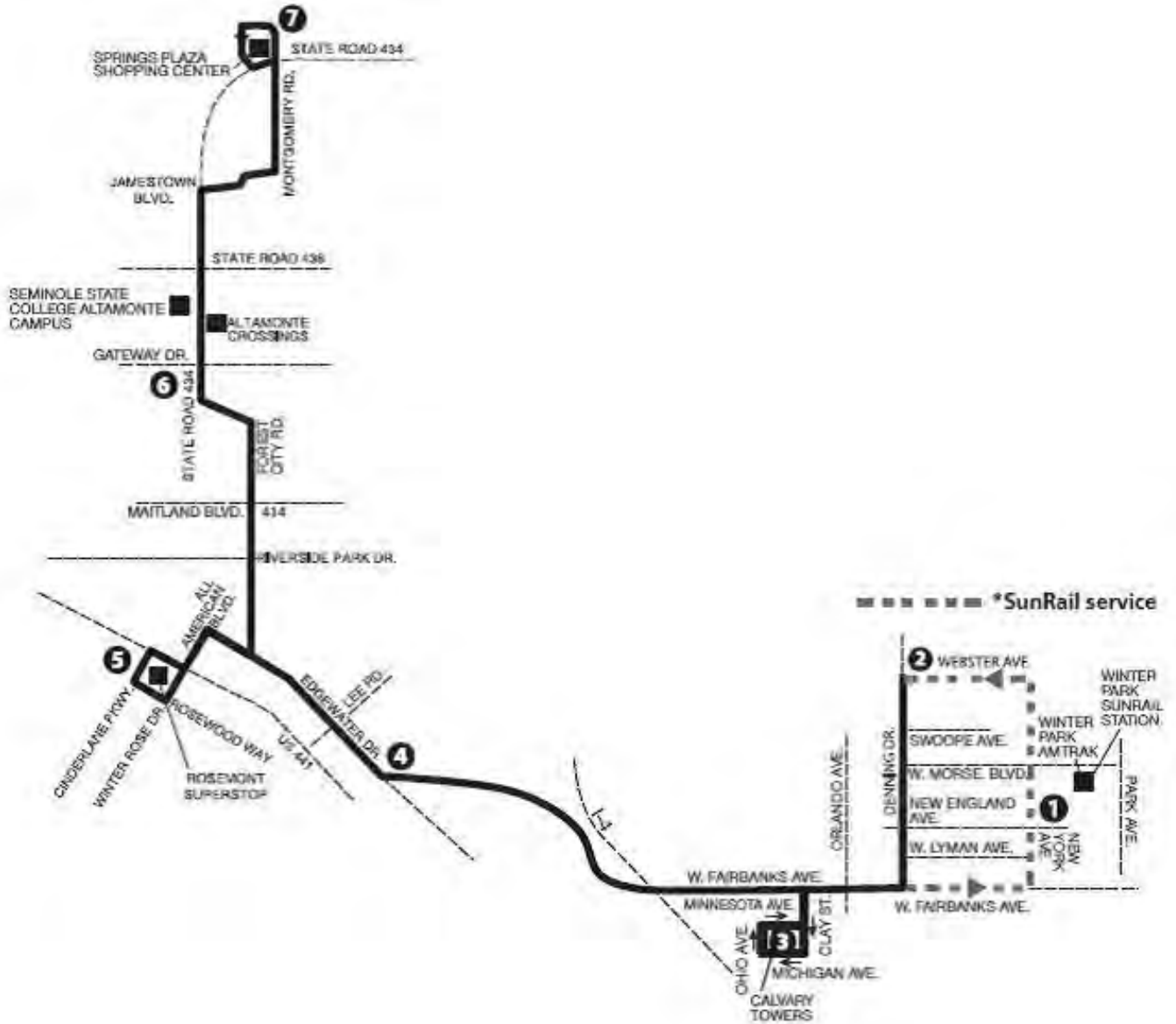
Date: \_\_\_\_\_

Exhibit "A"

DESCRIPTION OF SERVICE AREA

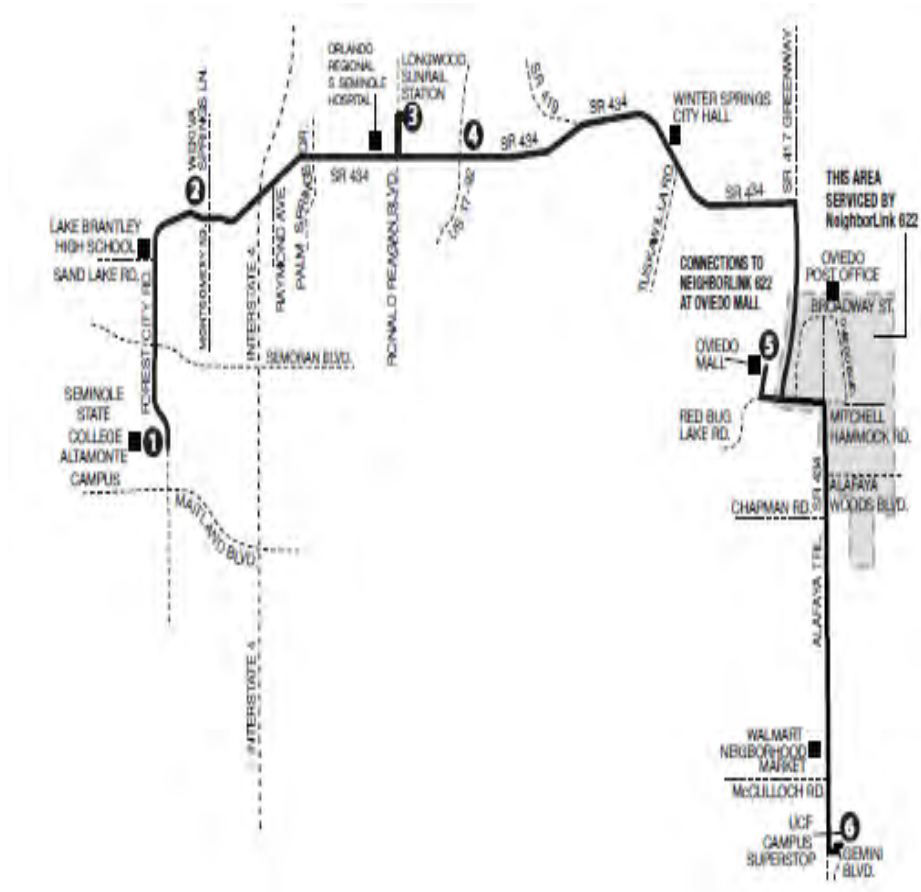
**LINK 23** Winter Park/Springs Plaza

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



# Link 434 SR 434

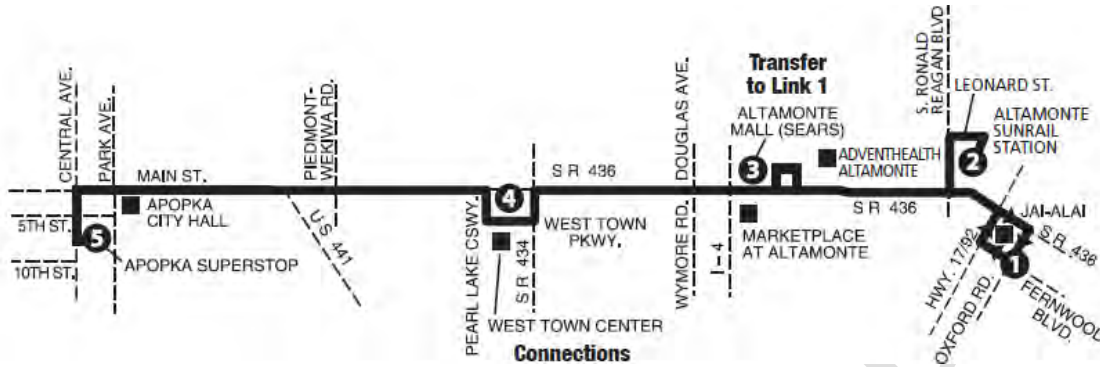
**Serving:** Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



DRP

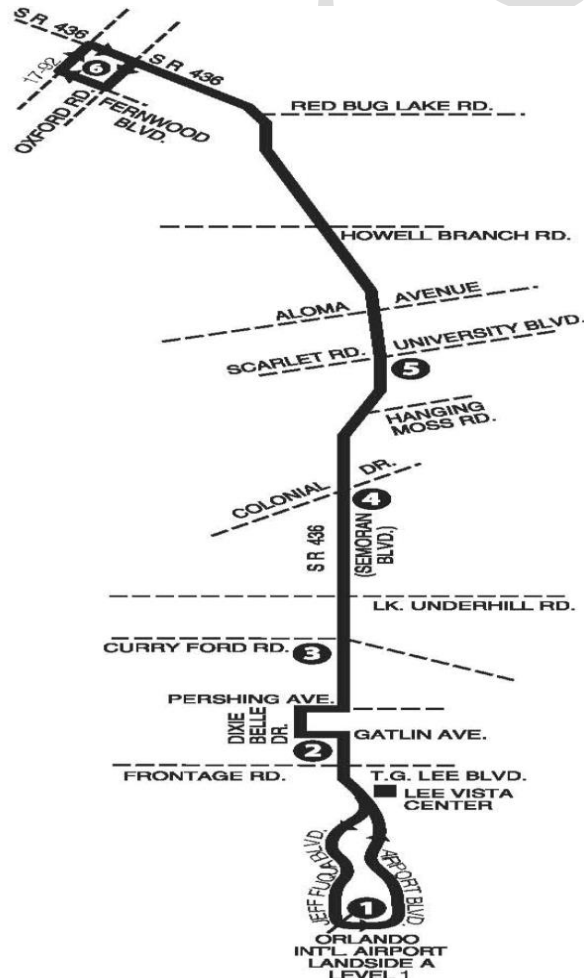
## Link 436N SR 436/Fernwood/Apopka

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



## Link 436S SR 436/Fernwood/Orlando International Airport

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



**Exhibit "B"**

**APPROPRIATED AMOUNT**

**October 2024 through September 2025                      \$ 120,900**

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

“Exhibit C”

Schedule Listing of LYNX Funding Partners

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

**25-C10 Service Funding Agreement  
by and between  
City of Orlando, Florida  
and  
Central Florida Regional Transportation Authority**

**THIS SERVICE FUNDING AGREEMENT (“Agreement”)** is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a municipal corporation duly created, organized, and existing under, and by virtue of the laws of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

**WITNESSETH**

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

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

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

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

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

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

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

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

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 23, 2023 (the “**Prior Fiscal Year Funding**”)



**Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2023 to September 30, 2024 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2024 and ending on September 30, 2025 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2024 and ending on September 30, 2025.

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

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

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2024 and ending the following September 30, 2025.

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

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2024 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2024 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

#### 4. **LYNX Obligations.**

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

- (i) Addition of route(s).
- (ii) Elimination of route(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

City of Orlando  
City Clerk's Office  
400 S Orange Avenue, 2<sup>nd</sup> Floor  
407-246-2148  
[cityclerk@orlando.gov](mailto:cityclerk@orlando.gov)

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2024. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2025, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

**[Signatures appear on following page]**

DRAFT COPY

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

**SIGNATURE PAGE FOR FUNDING PARTNER**

**ATTEST:**

**FUNDING PARTNER:**

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Buddy Dyer, Mayor

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

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

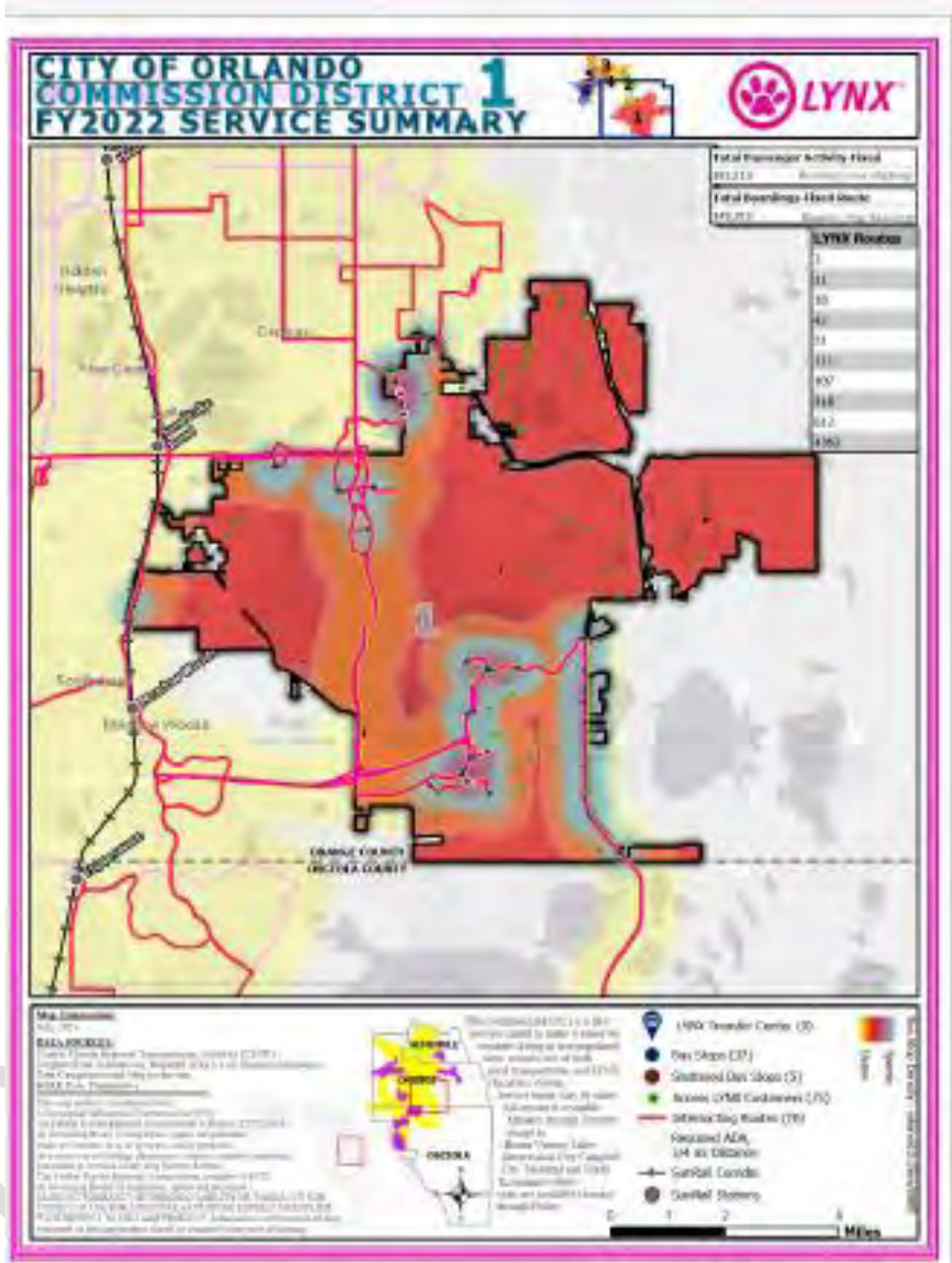
By: \_\_\_\_\_  
Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

Date: \_\_\_\_\_

DRAFT COPY

Exhibit "A"

DESCRIPTION OF SERVICE AREA





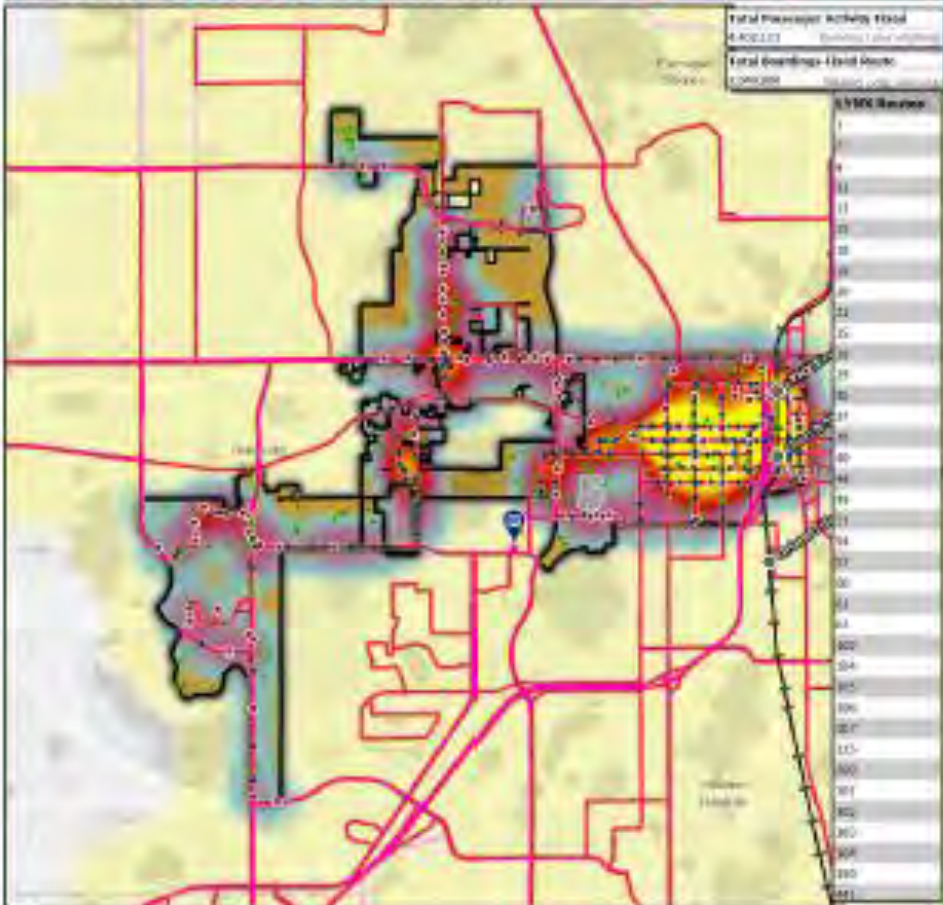








**CITY OF ORLANDO  
COMMISSION DISTRICT 5  
FY2022 SERVICE SUMMARY**



**Map Legend:**

- LYNX Transfer Center (TC)** (Blue circle icon)
- City Stops (CS)** (Black circle icon)
- Grid-based Stop Stops (GSS)** (Red circle icon)
- Access LYNX Corridors (ALC)** (Green line icon)
- Stationing Routes (SR)** (Red line icon)
- Colored ADR** (Color swatches)
- SR to District** (Black arrow icon)
- Central Corridor** (Black arrow icon)
- Central Station** (Black circle icon)

**Map Notes:**

This map displays the LYNX service area for Commission District 5. The map shows the LYNX service area, including the LYNX Transfer Center (TC), City Stops (CS), Grid-based Stop Stops (GSS), Access LYNX Corridors (ALC), and Stationing Routes (SR). The map also shows the LYNX service area, including the LYNX Transfer Center (TC), City Stops (CS), Grid-based Stop Stops (GSS), Access LYNX Corridors (ALC), and Stationing Routes (SR).

**Map Scale:** 0 0.5 1 Miles





**Exhibit "B"**

**APPROPRIATED AMOUNT**

**October 2024 through September 2025**

**\$4,003,006**

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

“Exhibit C”

Schedule Listing of LYNX Funding Partners

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

# LYNX Board Agenda

## Action Item #7.D

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Authorization to Enter into the FY2025 Bus Service Agreements

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the following Bus Service Agreements:

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

### **BACKGROUND:**

**Central Florida Tourism Oversight District:** LYNX operates service on Links 350: Destination Parkway/SeaWorld/Disney Express, Link 56: W. U.S. 192/Magic Kingdom, Link 306: Disney Direct/Poinciana and Link 307: Disney Circulator per an agreement with the Central Florida Tourism Oversight District (CFTOD). The Agreement provides for the daily operation of five (5) evening trips on the Link 350, four (4) evening trips and six (6) early a.m. trips on the Link 56, all service (two trips) on the Link 306, and all service on the Link 307.

# LYNX Board Agenda

**Lake County:** LYNX operates service on Link 55: West U.S. 192/Four Corners, which operates along West U.S. 192 between downtown Kissimmee and Four Corners, serving destinations along the U.S. 192 corridor. The agreement with Lake County calls for the operation of Saturday and Sunday morning and afternoon/early evening service to the Four Corners area within Lake County, with service operating along U.S. 192, U.S. 27, and terminating at the Four Corners Walmart.

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

**I-Drive:** The agreement will be for bus service for routes specifically serving the I-Drive corridor of the FUNDING PARTNER area. LYNX operates service on Link 8: West Oak Ridge / International Drive, Link 37: Pine Hills / Florida Mall, Link 38: Universal Orlando / I-Drive Express, Link 42: International Drive / Orlando International Airport.

**Orange County Accelerated Transportation Safety Program:** The agreement is for an increase in LYNX bus service for additional service on Sunday to improve frequency on the Link 21, Link 37, Link 42, and Link 436S. Add additional service to weekdays to improve frequency on link 311, Link 37 and Link 40 and Link 311. Additionally, the agreement provides capital funding to add shelters within the Orange County service areas.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the entities for Fiscal Year 2025 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX' fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

No DBE participation goal is applicable for this activity.

## **FISCAL IMPACT:**

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

# LYNX Board Agenda

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



**BUS SERVICE AGREEMENT  
25-C01**

by and between

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

and

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

October 1, 2024

---

**TABLE OF CONTENTS**

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

<b><u>Paragraph</u></b>	<b><u>Caption</u></b>	<b><u>Page Number</u></b>
1.	DEFINITIONS.....	3
2.	PROVIDING OF BUS SERVICE .....	4
3.	TERM .....	5
4.	SCHEDULE OF BUS SERVICE .....	5
5.	PAYMENT FOR BUS SERVICE .....	5
6.	SECURITY DEPOSIT.....	5
7.	ACCESS OVER PUBLIC AND PRIVATE PROPERTY .....	5
8.	ADVERTISING.....	5
9.	INSURANCE.....	6
11.	BOND .....	6
12.	NON-ASSIGNABILITY .....	6
13.	RELATIONSHIP OF PARTIES.....	6
14.	NO THIRD PARTY BENEFICIARY .....	6
15.	NOTICE.....	7
16.	GOVERNING LAW.....	7
17.	MISCELLANEOUS CLAUSES .....	8
18.	BOARD APPROVAL. . . . .	11
19.	COMPLETE AGREEMENT .....	11
<b><u>Schedule of Exhibits and Appendices</u></b>		<b><u>Page Number</u></b>
Exhibit “A”	Sketch of Central Florida Tourism Oversight District Service Area .....	14
Exhibit “B”	Central Florida Tourism Oversight District Transit Service Costs .....	15
Exhibit “C”	Description of Service and Bus Routes .....	16
Appendix 1	Graphical Depictions of LYNX Bus Service Routes .....	17

## **BUS SERVICE AGREEMENT**

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

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

**CENTRAL FLORIDA TOURSIM OVERSIGHT DISTRICT**, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**CFTOD**"). **CFTOD** and **LYNX** shall sometimes be referred to collectively as the "**Parties**."

### **WITNESSETH:**

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

**WHEREAS**, **CFTOD** is the governmental authority having jurisdiction over the lands of the Central Florida Tourism Oversight District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

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

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

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

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

**Agreement**

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

<b><u>Bus Service</u></b>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on <b><u>Exhibit "C."</u></b>
<b><u>Contributions</u></b>	shall mean, the CFTOD Contributions.
<b><u>CFTOD</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>CFTOD Contributions</u></b>	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 <b><u>Exhibit "B"</u></b> attached hereto.
<b><u>FDOT</u></b>	shall mean the Florida Department of Transportation.
<b><u>FTA</u></b>	shall mean the Federal Transit Administration.
<b><u>LYNX</u></b>	shall have the meaning set forth in the preamble to this Agreement.
<b><u>Service Area</u></b>	shall mean the area, as described and set forth in <b><u>Exhibit "A"</u></b> attached hereto.
<b><u>Service Route, Bus Route or Bus Link</u></b>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in <b><u>Exhibit "C"</u></b> attached hereto.
<b><u>Service Schedule</u></b>	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.
<b><u>Term</u></b>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

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

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

3. **TERM.** This Agreement shall be effective as of October 1, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2025 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

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

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CFTOD paying to LYNX the sum of One Million Five Hundred Six Thousand Two Hundred Fifty-Eight Dollars (\$1,506,258 payable in two payments of Seven Hundred Fifty-Three Thousand One Hundred Twenty-Nine Dollars (\$753,129) upon the effective date of Agreement and Seven Hundred Fifty-Three Thousand One Hundred Twenty-Nine Dollars (\$753,129) on or before September 1, 2025, as set forth in **Exhibit "B."** No additional fees shall be due from CFTOD for services provided prior to the Commencement Date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

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

16. **MISCELLANEOUS CLAUSES.**

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



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

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

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

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

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

**[Signatures on Following Pages]**

DRAFT

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

**LYNX:**  
**CENTRAL FLORIDA REGIONAL**  
**TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

]

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

**CFTOD:  
CENTRAL FLORIDA TOURISM  
OVERSIGHT DISTRICT**

By: \_\_\_\_\_  
Stephanie Kopelousos  
District Administrator

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk, Board of Supervisors

DRAFT

# EXHIBIT "A"

Sketch of Central Florida Tourism Oversight District Service Area

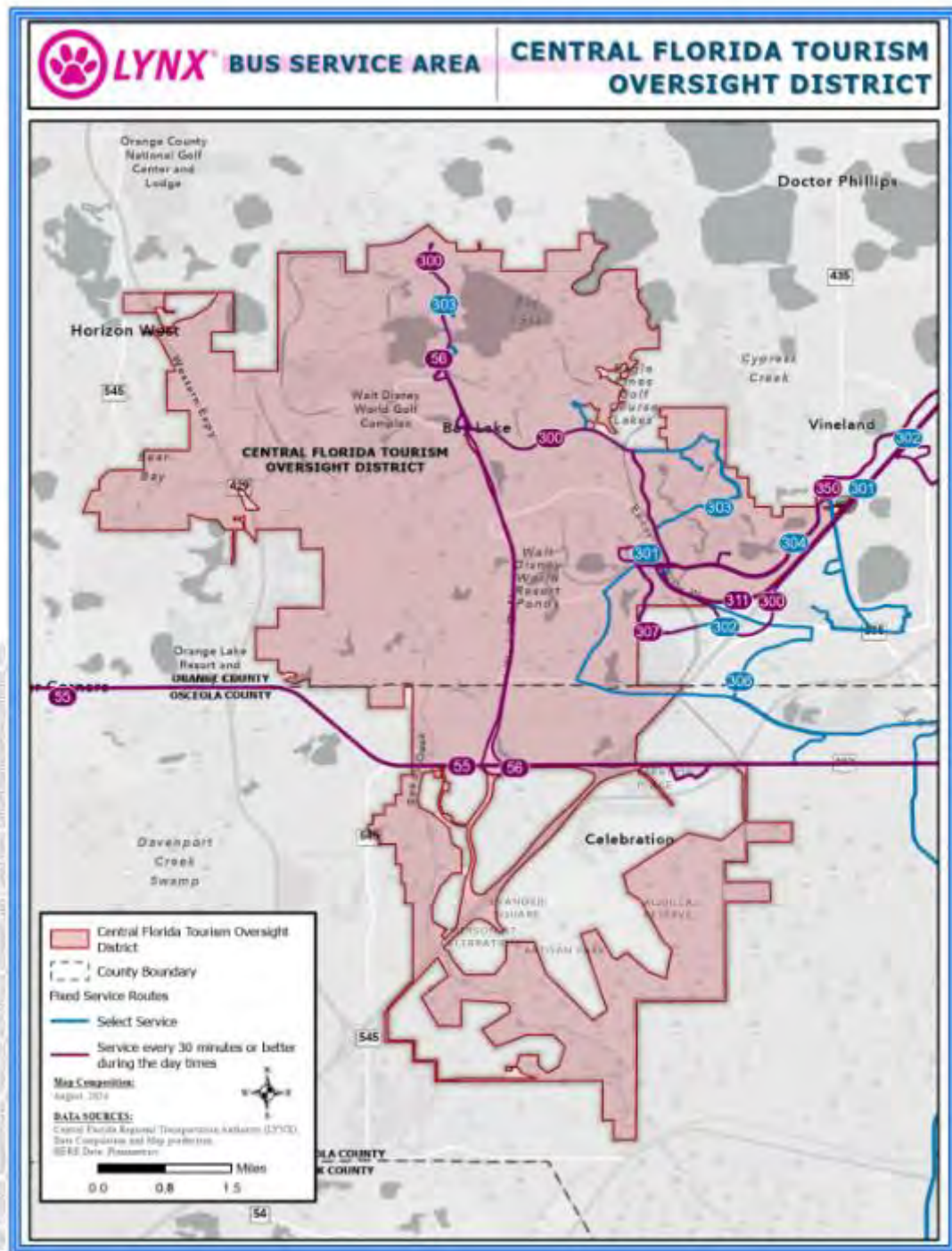


Exhibit "B"

**Central Florida Tourism Oversight District Transit Service Costs**

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

***Fixed Route Operating Costs***

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

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

***FY2025 Billing Schedule***

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

**EXHIBIT “C”**

**Description of Lynx Bus Service, Times and Lynx Bus Routes**

Effective August 20, 2024

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

<b>Route</b>	<b>Days of Service</b>	<b>Times of Service</b>	<b>Stops</b>
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 5:30 AM – 11:00 PM approximately every half hour daily from Kissimmee Intermodal Station and 6:18 AM – 11:10 PM (6:47 AM – 11:10 PM Saturday/Sunday) from Disney University. Effective December 8, 2024, service will depart Kissimmee Intermodal Station beginning at 4 AM – 11 PM and Disney University beginning at 5:17 AM – 11:10 PM.	Plaza del Sol, Old Town, Celebration, WDW Transportation and Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail, and Osceola Regional Medical Center
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:04 AM to 7:17 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:38PM (6:26 PM on Sat./Sun.)	Poinciana, Poinciana High School, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, NeighborLink 601, Citrus Connection 16X, 19X, 603, NeighborLink 604, Poinciana Walmart, Poinciana SunRail Station, and JW Marriott Orlando, and Bonnet Creek Resort
Link 307: Disney Circulator	Monday-Sunday & Holidays.	Departs 5:45 AM – 12:24 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Epcot Cast Service, Hilton Orlando Bonnet Creek, JW Marriott Orlando Bonnet Creek
Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:15 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Orange County Convention Center, SeaWorld, Destination Parkway Superstop, Downtown Orlando, and LYNX Central Station



## APPENDIX 1

### Graphical Depictions of LYNX Bus Service Routes

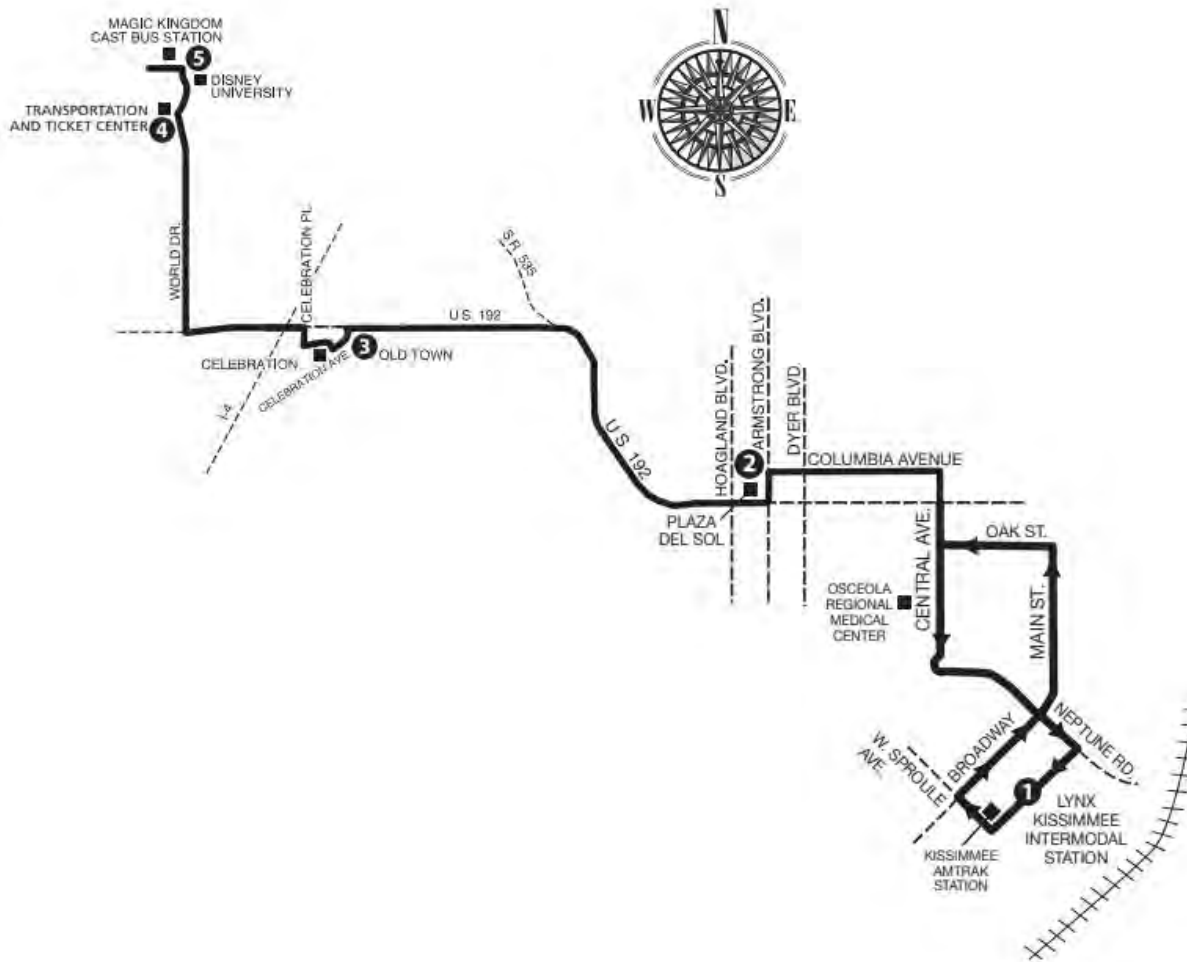
#### **Link 56**

#### **W. U.S. 192/Magic Kingdom**

**Monday-Sunday & Holiday service**

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

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



**Service:** Monday-Sunday & Holidays

**5:30 AM to 12:08 AM (Effective December 8, 2024, 4:00 AM – 12:08 AM)**

**Frequency:** 30 minutes

# Link 306

## Disney Direct

Monday–Sunday & Holiday service

### • SERVING:

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

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



### Bus Stops:

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

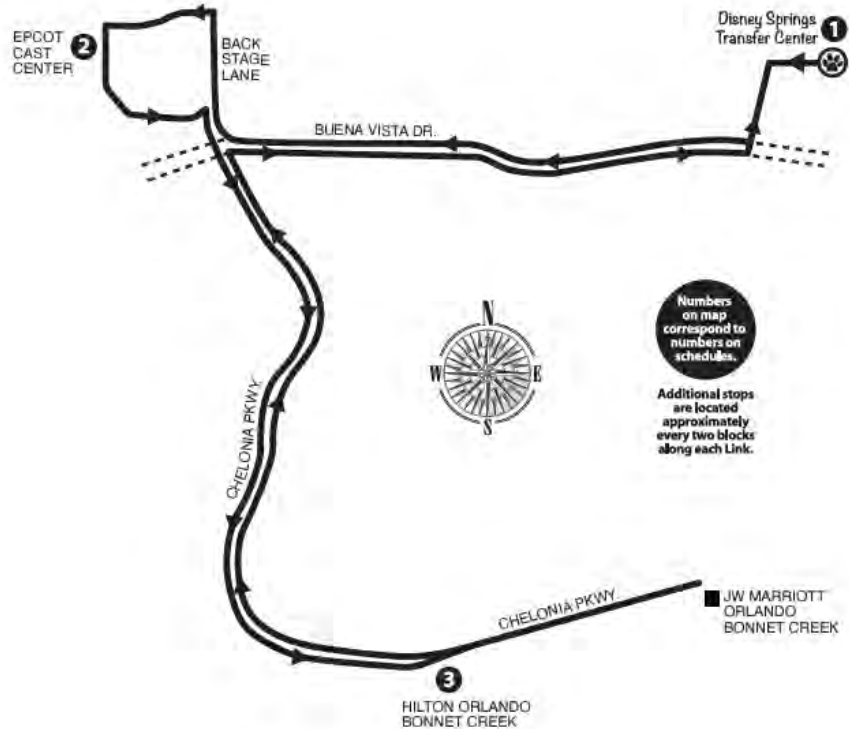
**Service:** Monday-Sunday & Holidays

**Frequency:** One northbound trip leaving Poinciana Walmart at 6:04 a.m. (6:22 a.m. on weekends)

One southbound trip leaving Hilton Bonnet Creek Resort at 5:15 p.m.

**Link 307**  
**Disney Circulator**  
 Monday–Sunday & Holiday  
 service

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

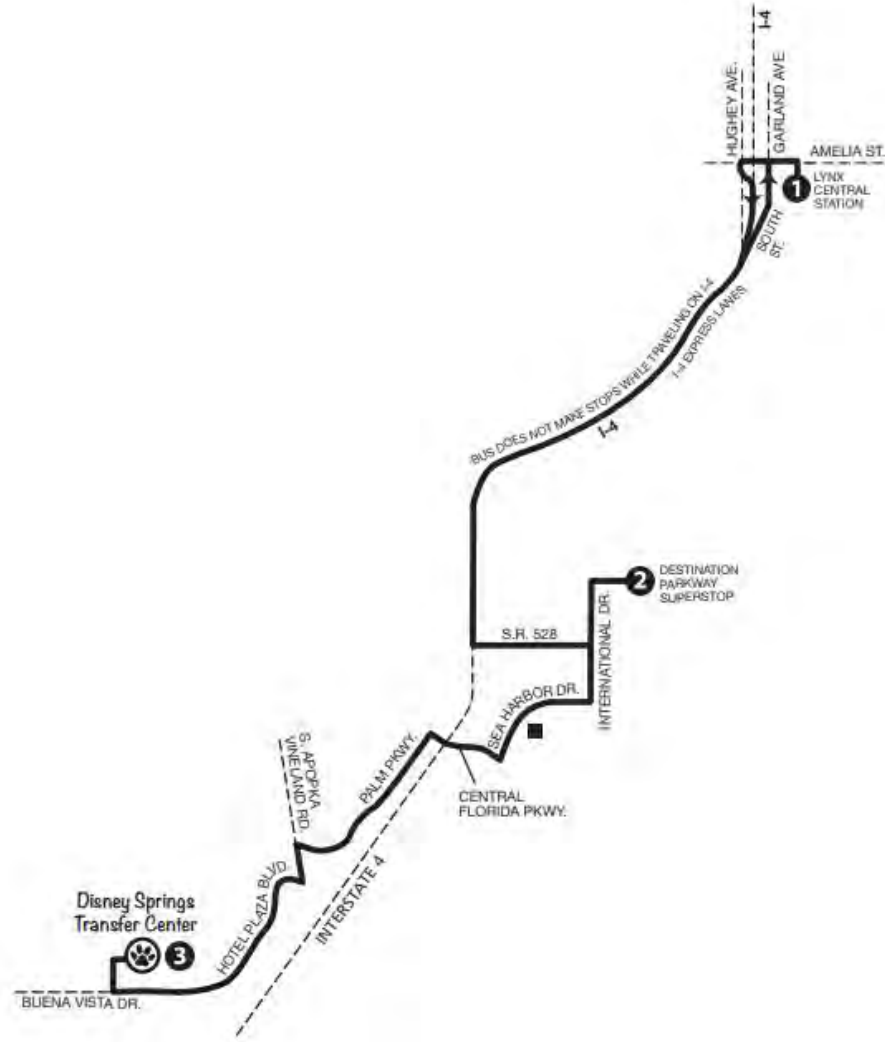


**Service:** Monday-Sunday & Holidays  
 5:35 AM to 12:24 AM

**Frequency:** 30 minutes

**Link 350**  
**Destination Parkway/  
 SeaWorld/Disney Express**  
 Monday–Sunday & Holiday  
 service

- SERVING:**
- LYNX Central Station
  - SeaWorld
  - Disney Springs Transfer Center
  - Destination Parkway SuperStop
  - Orange County Convention Center
  - Downtown Orlando



**Service:** Monday-Sunday & Holidays

5:15 AM to 12:57 AM

**Frequency:** 30 minutes

---

**BUS SERVICE AGREEMENT  
25-C02**

by and between

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

and

**LAKE COUNTY**

October 1, 2024

---

**BUS SERVICE AGREEMENT**

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

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

and

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

---

<b><u>Farebox Revenue</u></b>	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.
<b><u>FDOT</u></b>	Shall mean the Florida Department of Transportation.
<b><u>FTA</u></b>	Shall mean the Federal Transit Administration.
<b><u>LAKE COUNTY</u></b>	Shall have the meaning set forth in the preamble to this Agreement.
<b><u>Monthly Cost of Bus Service</u></b>	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.
<b><u>Monthly Farebox Revenue</u></b>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<b><u>Monthly Payment</u></b>	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.
<b><u>Net Monthly Cost of Bus Service</u></b>	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.
<b><u>Service Area</u></b>	Shall have the meaning set forth in the preamble to this Agreement.
<b><u>Service Schedule</u></b>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

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

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

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

---

inconsistent with the terms of the Agreement are part of a contract modification approved in accordance with paragraph 16.

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

3. **TERM.** This Agreement shall be effective on October 1, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2025 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of the fiscal year of this Agreement (based on a September 30 fiscal year), LAKE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 12.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAKE COUNTY or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party. Notice shall be delivered in accordance with paragraph 12.

c. **Termination for Breach.** Unless breach is waived by LAKE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and LAKE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the rights of LAKE COUNTY or LYNX to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with LAKE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAKE COUNTY, could move that Bus Stop to a safer location.



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

---

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

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to LAKE COUNTY an invoice based on the anticipated Monthly Cost of Bus Service in accordance with the schedule attached at **Exhibit "B,"** attached hereto and incorporated herein. LAKE COUNTY will make payments on all undisputed invoices in accordance with the Prompt Payment Act of Part VII, Chapter 218, Florida Statutes. For each month, if the actual net monthly cost of bus service is 5% or greater **less than** the anticipated monthly cost of bus service paid to LYNX by LAKE COUNTY pursuant to **Exhibit "B"** for that month, LYNX will reimburse the difference to LAKE COUNTY within thirty days after receipt of the payment and will provide supporting documentation upon request.

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

Lake County Office of Transit Services  
PO Box 7800  
Tavares, Florida 32778

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

d. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

e. The anticipated Monthly Cost of Bus Service is set forth on **Exhibit "B"** attached hereto.

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

a. LYNX will be entitled to place advertising from time to time on the buses which it uses to provide the Bus Service, provided however that no advertising will be placed on a vehicle owned, operated, or leased by COUNTY which would jeopardize any funding source of COUNTY pursuant to Section 341.051(8), Florida Statutes.

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

---

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of buses that will be used to provide the Bus Service, , provided however that no advertising will be placed on a vehicle owned, operated, or leased by COUNTY which would jeopardize any funding source of COUNTY pursuant to Section 341.051(8), Florida Statutes.

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

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

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

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

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

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

LYNX: Leonard Antmann, Chief Financial Officer  
455 North Garland Avenue  
Orlando, Florida 32801

Copy: Tiffany Homler Hawkins, Chief Executive Officer  
455 North Garland Avenue  
Orlando, Florida 32801

Copy: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel  
455 North Garland Avenue  
Orlando, Florida 32801

LAKE COUNTY: Lake County Manager  
Jennifer Barker  
PO Box 7800  
Tavares, Florida 32778

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

---

Copy: Lake County Attorney  
PO Box 7800  
Tavares, Florida 32778

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Lake County, Florida. Each party expressly waives any right to a jury trial. Arbitration will not be used as a means for dispute resolution.

14. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAKE COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, unforeseen changes to government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by LAKE COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority  
d/b/a LYNX and Lake County**

---

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with LAKE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** This Agreement is between two entities who want the mutual benefit of the provision of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. In the event one party hereto believes that the other party is in default under this Agreement, the non-defaulting party through a senior representative shall contact a senior representative of the defaulting party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, written notice of default will be sent via certified mail to the defaulting party. The defaulting party will have ten (10) days to cure the default or may be considered in breach of this Agreement. The non-defaulting party will then be required to give actual written notice to the defaulting party of default before it exercises any of the rights available to it under this Agreement.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "A."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contractor As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority  
d/b/a LYNX and Lake County**

---

payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

15. **BOARD APPROVAL.** This Agreement is subject to the approval by the parties' respective Boards.

16. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAKE COUNTY Manager.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAKE COUNTY Board of County Commissioners.

17. **Reporting.**

a. LYNX will provide Lake County operational service data on a monthly basis for the purpose of operations and management analysis. These reports will include (1) revenue hours, (2) revenue miles, and (3) unlinked passengers' trips for LAKE COUNTY portion of LYNX Route 55.

b. Accident Reports. Accident reports must be delivered or transmitted to LAKE COUNTY within 24 hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or are likely to garner media attention, LAKE COUNTY staff will be notified immediately with specific details. If necessary, LYNX must conduct a DOT Post-Accident Test.

c. Complaint/Commendation Report. LYNX will maintain a ledger of all complaints received directly by LYNX (through drivers, dispatch, or other staff) from riders and any members of the public in monthly reports to be submitted to LAKE COUNTY upon request at regular intervals. The report must include at a minimum the date, time, route, direction, weather and operating conditions, location of complaint, whether it is a service or facility (i.e. bus stop, shelter, etc.).

18. **PUBLIC RECORDS.**

a. LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of LAKE COUNTY, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority  
d/b/a LYNX and Lake County**

---

- i. Keep and maintain public records required by LAKE COUNTY to perform the service.
- ii. Upon request from LAKE COUNTY'S custodian of public records, provide LAKE COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to LAKE COUNTY.
- iv. Upon completion of the contract, transfer, at no cost, to LAKE COUNTY all public records in possession of LYNX or keep and maintain public records required by LAKE COUNTY to perform the service. If LYNX transfers all public records to LAKE COUNTY upon completion of the contract, LYNX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LAKE COUNTY, upon request from LAKE COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of LAKE COUNTY.
- v. If LYNX does not comply with a public records request, LAKE COUNTY shall enforce the contract provisions in accordance with the Agreement.
- vi. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.
- vii. Unless otherwise provided, LYNX shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If LYNX receives notification of a dispute or the commencement of litigation regarding this Agreement within the time specified in the Schedule, LYNX shall continue to maintain all service records until final resolution of the dispute or litigation.

**b. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING ADDRESS:**

**LAKE COUNTY OFFICE OF TRANSIT SERVICES  
Jill Brown  
2440 Highway 441/27**

**Fruitland Park, Florida 34731  
352-901-0606  
Jill.brown@lakecountyfl.gov**

19. **INSURANCE.**

LYNX shall, together with its execution of this Agreement, provide either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage, in such form and amounts acceptable to LAKE COUNTY.

**IN WITNESS WHEREOF**, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

**LAKE COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA**

\_\_\_\_\_  
Kirby Smith, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida

Approved as to Form and Legality:

\_\_\_\_\_  
Melanie Marsh, County Attorney

**Bus Service Agreement 25-C02 between Central Florida Regional Transportation Authority  
d/b/a LYNX and Lake County**

---

**LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

This \_\_\_\_\_ day of \_\_\_\_\_ 2024.

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: \_\_\_\_\_  
Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

This \_\_\_\_\_ day of \_\_\_\_\_ 2024.

DRAFT COPY

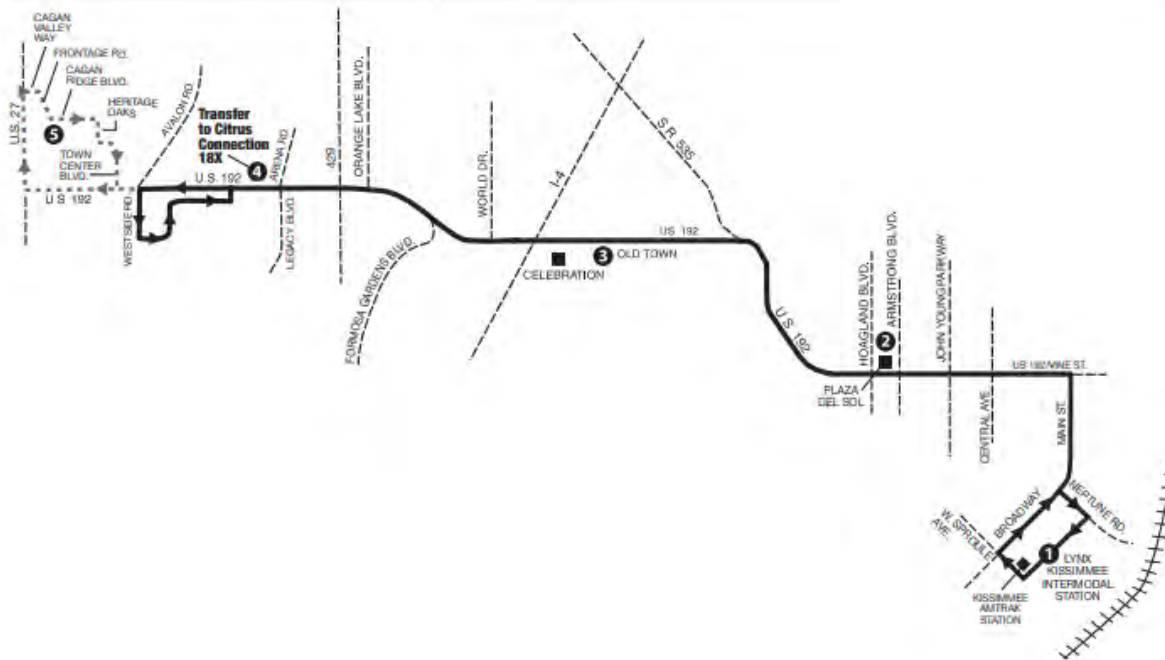


**Exhibit "A"**

**Link 55**

**W. U.S. 192/Four Corners  
Monday-Sunday & Holiday  
service**

- **SERVING:**
  - LYNX Kissimmee Intermodal
  - Station/SunRail
  - Old Town
  - Celebration
  - Orange Lake
- Four Corners Walmart  
Plaza Del Sol  
Citrus Connection 18X



**Description of Bus Route(s)**

Kissimmee Intermodal Station, W. Sproule Ave., Broadway, Main St., U.S. 192, Westside Rd. (peak and evening service extended to Cagan Crossing via U.S. 192, U.S. 27, Cagan Valley Way, Cagan Ridge Blvd., Heritage Oaks, Town Center Blvd. on Saturday and Sunday).

**Exhibit “B”**

**Lake County Transit Service Costs**

**Description of Appropriated Amount  
October 1, 2024 through September 30, 2025**

***Fixed Route Operating Costs***

<b>Link Services</b>	<b>Amount</b>
Link 55	\$163,271
<b>Net Funding Request from County</b>	<b>\$163,272</b>

***FY2025 Billing Schedule***

October-24	13,237
November-24	13,237
December-24	16,179
January-25	13,237
February-25	11,769
March-25	14,711
April-25	11,769
May-25	13,237
June-25	14,711
July-25	13,237
August-25	13,244
September-25	14,704

**Annual Funding Request from County** **163,272**

---

**BUS SERVICE AGREEMENT  
25-C04**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX  
(LYNX)**

and

**ORANGE COUNTY, FLORIDA**

October 1, 2024

---

## **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “**Agreement**”) made and entered as of this 1st day of October, 2024 by and between:

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX** (hereinafter referred to as “**LYNX**”), a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

**ORANGE COUNTY, FLORIDA** a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “**ORANGE COUNTY**”) (hereinafter collectively referred to as “**Parties**.”)

### **WITNESSETH:**

**WHEREAS**, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

**WHEREAS**, ORANGE COUNTY has expressed a need for additional or new public transportation service in within the International Drive Community Redevelopment Area identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

**WHEREAS**, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

**Agreement** Shall mean this Bus Service Agreement, as the same may be amended from time to time.

**Bus Service** Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

**Cost of Bus Service** Shall mean the cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2025, will be based on an estimated hourly rate of \$105.4204 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.

<b><u>FDOT</u></b>	Shall mean the Florida Department of Transportation.
<b><u>FTA</u></b>	Shall mean the Federal Transit Administration.
<b><u>Monthly Cost of Bus Service</u></b>	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.
<b><u>Monthly Payment</u></b>	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.
<b><u>Service Area</u></b>	Shall mean the area indicated in <b><u>Exhibit “A”</u></b> attached hereto.
<b><u>Service Schedule</u></b>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of October 1, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2025 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits “A & B”** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30 fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

- a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified

mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, ORANGE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the International Drive Community Redevelopment Agency. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the ORANGE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and ORANGE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit ORANGE COUNTY or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the International Drive Community Redevelopment Agency, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the International Drive Community Redevelopment Agency, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ORANGE COUNTY paying to LYNX the Net Monthly Cost of Bus Service (Exhibit C) based on 20,154 service hours for a total fiscal year 2024-2025 amount of \$2,124,643. In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to ORANGE COUNTY at the following address:

ORANGE COUNTY  
Attention: Brian Sanders, Transportation Planning Manager  
Brian.Sanders@ocfl.net  
4200 S John Young Parkway  
Orlando, FL 32839

b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of ORANGE COUNTY under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** ORANGE COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the ORANGE COUNTY under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and ORANGE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other

cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

- LYNX: Leonard Antmann, Chief Financial Officer  
455 North Garland Avenue  
Orlando, Florida 32801
- Copy to: Tiffany Homler Hawkins, Chief Executive Officer  
455 North Garland Avenue  
Orlando, Florida 32801
- Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel  
455 North Garland Avenue  
Orlando, Florida 32801-1518
- FUNDING PARTNER: Byron W. Brooks, AICP, County Administrator  
P. O. Box 1393  
Orlando, FL 32802-1393

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

- a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or ORANGE COUNTY of its rights to invoke sovereign immunity as a governmental entity.
- b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.
- c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.



e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by ORANGE COUNTY to LYNX are net and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ORANGE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, ORANGE COUNTY is aware and specifically understands that the scope and

quantity of the Bus Service being made available to it, is based upon the amount Lynx receives from the International Drive Community Redevelopment Agency. Thus, for example, if ORANGE COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit “B.”**

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** The Bus Service Agreement is subject to approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

(1) Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX’s Chief Executive Officer and the approval of the ORANGE COUNTY, County Commissioners.

(2) Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and the ORANGE COUNTY, County Commissioners.

**[Signatures appear on following page]**

**IN WITNESS WHEREOF**, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

**ORANGE COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor

**ATTEST:**

Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: \_\_\_\_\_  
Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

Date: \_\_\_\_\_

# EXHIBIT “A”

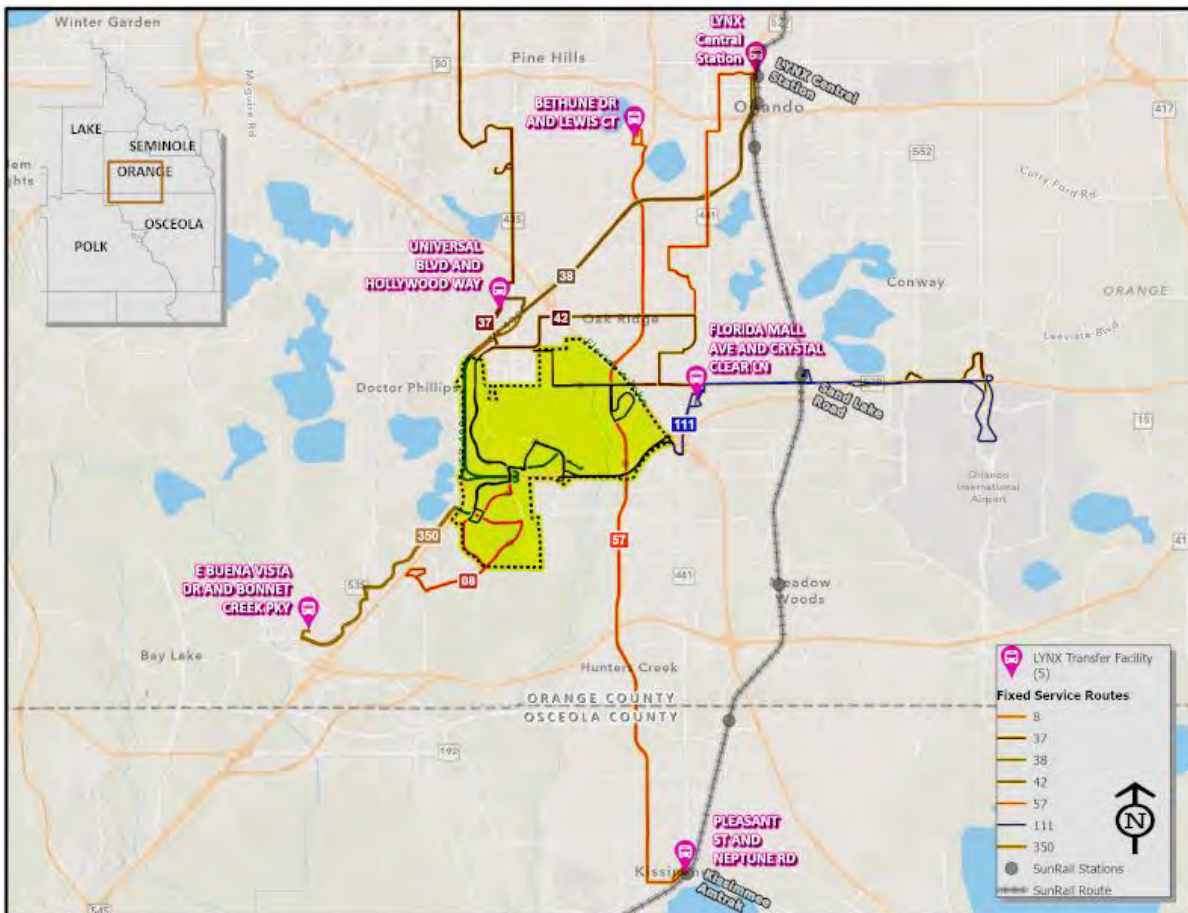
## Description and Schedule of Bus Route(s)

This Agreement is for an increase in LYNX bus service in the area defined as ORANGE COUNTY (FUNDING PARTNER)

Seven LYNX bus routes serve the I-Drive FUNDING PARTNER directly (see map below for FUNDING PARTNER boundaries and LYNX bus routes serving the FUNDING PARTNER)

- Link 8 W. Oak Ridge Rd./ International Drive
- Link 37 Pine Hills/Florida Mall
- Link 38 Universal Orlando/I-Drive Express
- Link 42 International Drive/Orlando Int'l Airport
- Link 57 John Young Parkway
- Link 111 SeaWorld/Orlando Int'l Airport
- Link 350 Destination Parkway/SeaWorld/Disney Express

The Agreement will be for an increase in bus service for routes specifically serving the I-Drive corridor of the FUNDING PARTNER area (Links 8, 37, 38 and 42)



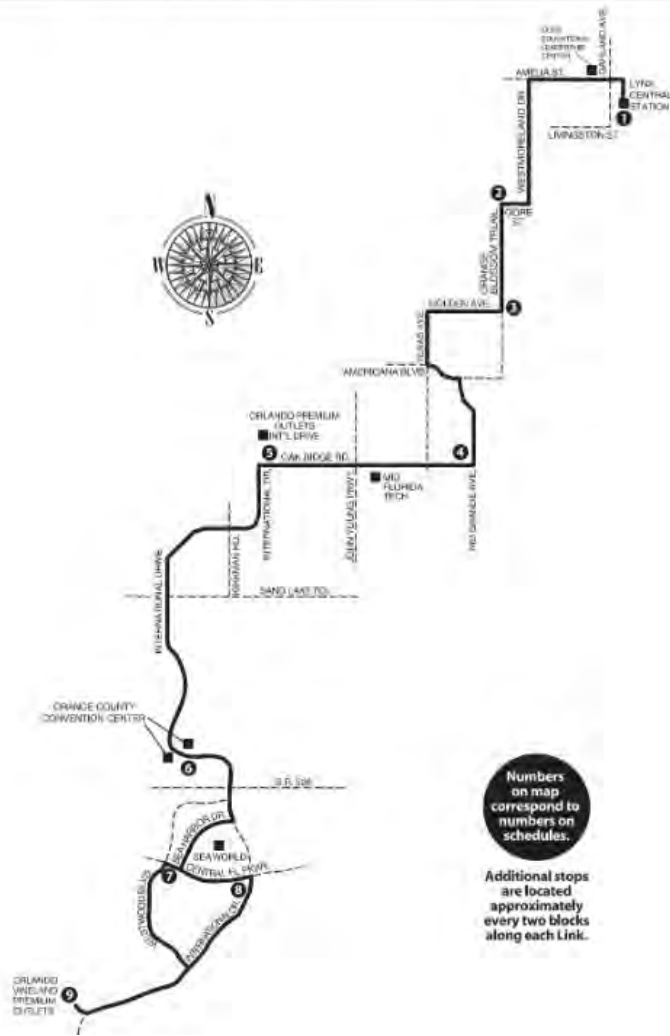
## EXHIBIT "B"

### Description of Bus Services

#### Link 8 – West Oak Ridge Road/International Drive

Operates between LYNX Central Station (LCS) and the Orlando Vineland Premium Outlets via Amelia Street, Westmoreland Drive, Gore Street, Orange Blossom Trail, Holden Avenue, Texas Avenue, Americana Blvd., Rio Grande Avenue, Oak Ridge Road, International Drive, Sea Harbor Drive, Central Florida Parkway, and Westwood Blvd.

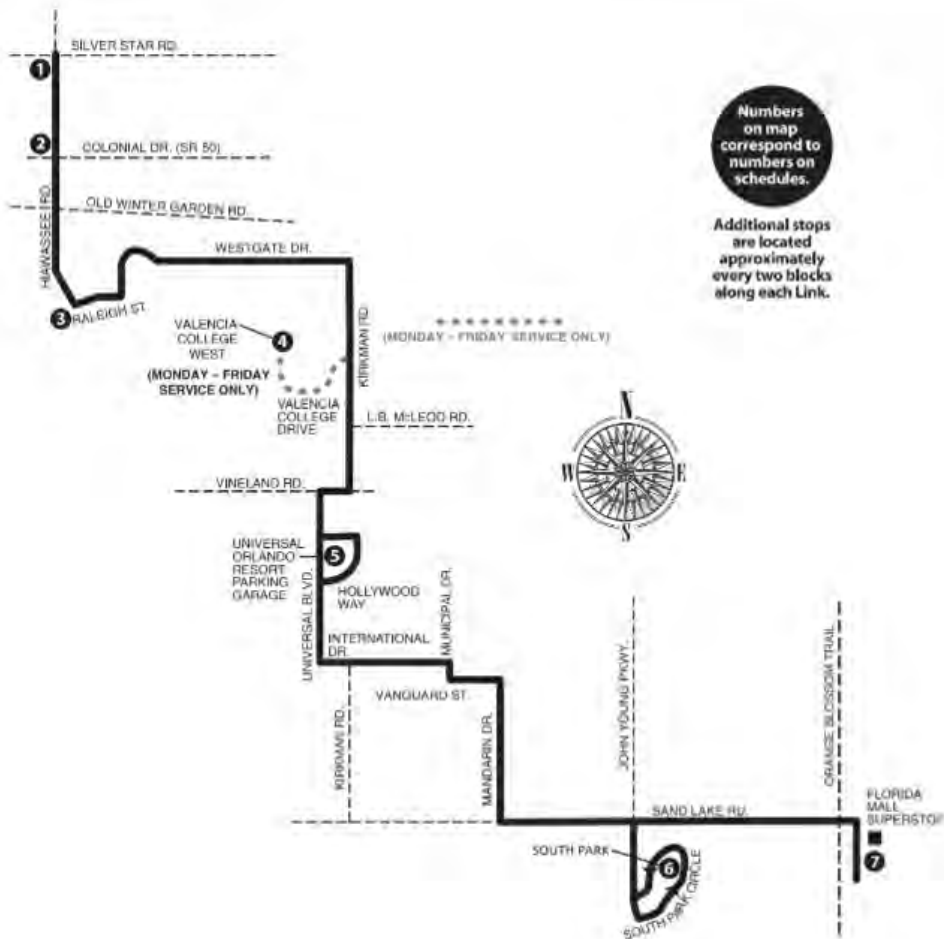
<p><b>Link 8</b>  <b>W. Oak Ridge Road/          International Drive</b>  <b>Monday-Sunday &amp; Holiday          service</b></p>	<p><b>SERVING:</b></p> <ul style="list-style-type: none"> <li>• LYNX Central Station</li> <li>• OCPS Educational Leadership Center</li> <li>• Callahan</li> <li>• Westmoreland Drive</li> <li>• Holden Heights</li> <li>• Mid Florida Tech</li> </ul>	<p>Orlando Premium Outlets,          International Drive          Orange County Convention Center          SeaWorld          Westwood Blvd.          Orlando Vineland Premium Outlets</p>
---	---	---



## 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

<b>Link 37</b> <b>Pine Hills/Florida Mall</b> <b>Monday-Sunday &amp; Holiday</b> <b>service</b>	<b>SERVING:</b>	Tangelo Park
	• Pine Hills	South Park (Walmart)
	• S. Hiwassee Road	Florida Mall SuperStop
	• MetroWest	
	• Kirkman Road	
	• Valencia College West Campus	
	• Universal Orlando Resort	



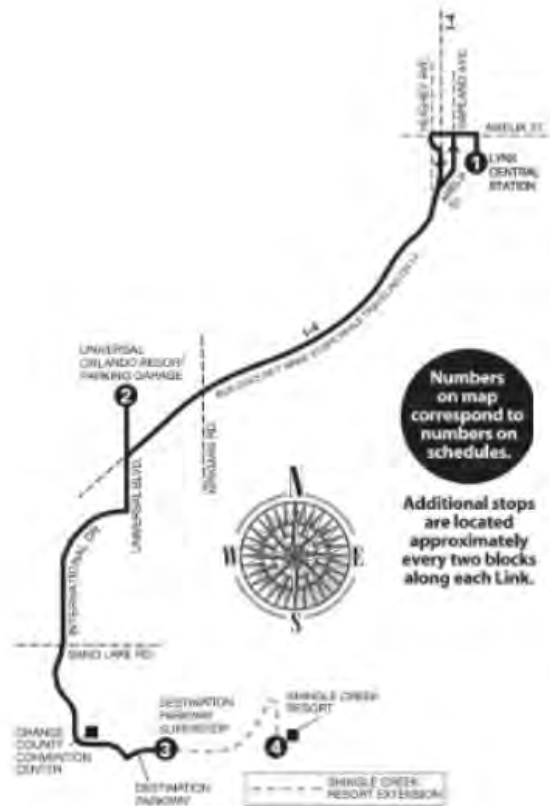
## Link 38 – Universal Orlando/I-Drive Express

Operates between LYNX Central Station (LCS) and Destination Parkway Superstop via Amelia Street, Interstate 4, Hollywood Way, Universal Blvd., International Drive, and Destination Parkway.

**Link 38**  
**Universal Orlando/  
 I-Drive Express**  
 Monday–Sunday & Holiday  
 service

- SERVING:**
- LYNX Central Station (Downtown Orlando)
  - International Drive
  - Orange County Convention Center

Universal Orlando Resort  
 Destination Parkway SuperStop  
 Rosen Shingle Creek Resort



## Link 42 – International Drive/Orlando International Airport

Operates between Orlando International Airport (OIA) and Destination Parkway Superstop via Destination Parkway, International Drive, Oak Ridge Road, Lake Ellenor Drive, Premier Row, Chancellor Drive, Sand Lake Road, Orange Ave., Office Court, Jetport Drive, McCoy Road, Via Flora, Tradeport Drive, Frontage Road, and Jeff Fuqua Blvd.

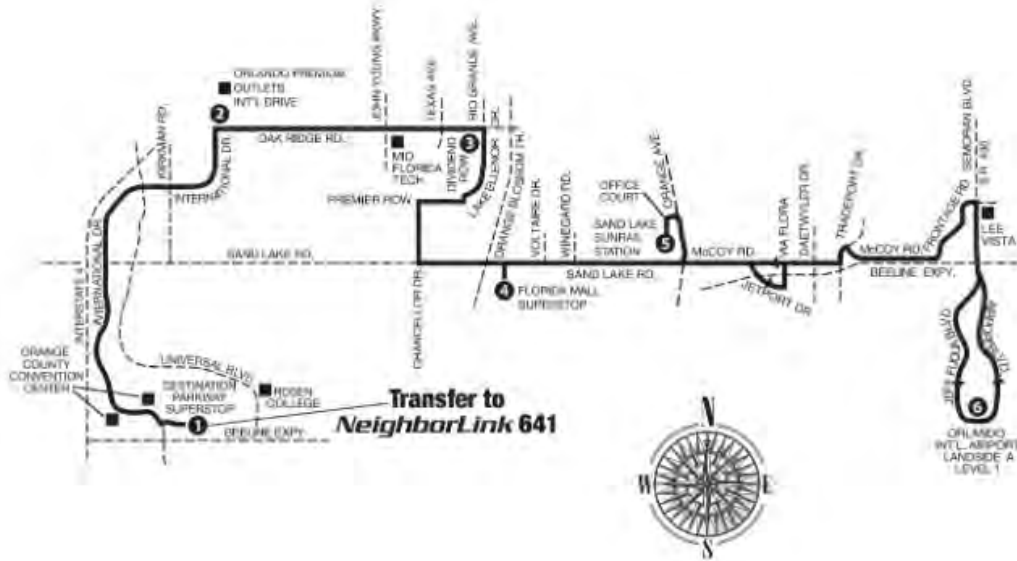
### Link 42

**International Drive/Orlando International Airport**  
Monday–Sunday & Holiday service

**SERVING:**

- Destination Parkway SuperStop
- Orange County Convention Center
- Orlando Premium Outlets
- International Dr.
- W. Oak Ridge Road

- Mid Florida Tech
- Orlando Central Park
- Florida Mall
- Orlando International Airport
- NeighborLink 641
- Sand Lake SunRail Station



Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.



**International Drive**  
**Exhibit C**  
**Description of Appropriated Amount**  
**October 1, 2024 through September 30, 2025**

***Fixed Route Operating Costs***

<b>Link Services</b>	<b>Amount</b>
Link 8	\$ 128,805
Link 37	269,455
Link 38	1,547,571
Link 42	178,812
<b>Net Funding Request from County</b>	<b>\$ 2,124,643</b>

***FY2025 Billing Schedule***

October-23	\$177,054
November-23	\$177,054
December-23	\$177,054
January-24	\$177,054
February-24	\$177,054
March-24	\$177,054
April-24	\$177,054
May-24	\$177,054
June-24	\$177,054
July-24	\$177,054
August-24	\$177,054
September-24	\$177,049

**Annual Funding Request from County                      \$2,124,643**

---

**BUS SERVICE AGREEMENT  
25-C50**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX  
(LYNX)**

and

**ORANGE COUNTY, FLORIDA**

relating to enhanced bus service in Orange County, Florida under the Accelerated Transportation Safety Program (ATSP)

October 1, 2024

---

## BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “Agreement”) made and entered as of this 1st day of October 2024 by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “LYNX”), a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “ORANGE COUNTY”) (hereinafter collectively referred to as “Parties”).

### WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, ORANGE COUNTY has expressed a need for additional or new public transportation service and passenger amenities within the Orange County Service Area as defined by the Orange County Accelerated Transportation Safety Program (“Service Area”) attached hereto as Exhibit “A”; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2025 will be based on an estimated hourly rate of \$105.4204 per hour. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.

County Shall have the meaning set forth in the preamble to this Agreement.

**FDOT** Shall mean the Florida Department of Transportation.

**FTA** Shall mean the Federal Transit Administration.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the payments for the Cost of Bus Service, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of October 1, 2024 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2025 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit A** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30<sup>th</sup> fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, ORANGE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by ORANGE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and

ORANGE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit ORANGE COUNTY or LYNX right to remedies at law or to damages.

5. **BUS SERVICE AND PASSENGER AMENITIES.**

a. **Bus Service** - Attached hereto as **Exhibit "A"** is a description of the service for October 1, 2024 through September 30, 2025. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated service hours to be delivered. During the term of this Agreement, LYNX, after discussion with ORANGE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with ORANGE COUNTY, could move that Bus Stop to a safer location.

b. **Amenities** - Bus Shelters and Amenities will also be provided as part of this agreement. The Accelerated Transportation Safety Program for the five (5) year period will install approximately 264 new bus shelters. Of the 264 new shelters approximately 150 shelters will be funded through the ORANGE COUNTY Accelerated Transportation Safety Program. The remaining shelters will be funded using Federal funds.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ORANGE COUNTY paying to LYNX the Cost of Bus Service as described in **Exhibit "B,"** attached hereto and incorporated herein. In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to ORANGE COUNTY at the following address:

ORANGE COUNTY  
Attention: Brian Sanders, Transportation Planning Manager  
Brian.Sanders@ocfl.net  
4200 S John Young Parkway  
Orlando, FL 32839

b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained

by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of ORANGE COUNTY under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** ORANGE COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the ORANGE COUNTY under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and ORANGE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX:

Leonard Antmann, Chief Financial Officer  
455 North Garland Avenue

Orlando, Florida 32801

Copy to: Tiffany Homler Hawkins, Chief Executive Officer  
455 North Garland Avenue  
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel  
455 North Garland Avenue  
Orlando, Florida 32801-1518

FUNDING PARTNER: Byron W. Brooks, AICP, County Administrator  
P. O. Box 1393  
Orlando, FL 32802-1393

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or ORANGE COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, regarding the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and

waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by ORANGE COUNTY to LYNX are net and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of the Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of the Bus Service. This will generally require a minimum of one hundred twenty (120) days to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ORANGE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such a situation.

l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, ORANGE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it is based upon the amount LYNX receives from ORANGE COUNTY. Thus, for example, if ORANGE COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.



m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit “A.”**

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** The Bus Service Agreement is subject to approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed, or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

(1) Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX’s Chief Executive Officer and the approval of the ORANGE COUNTY, Board of County Commissioners.

(2) Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and the ORANGE COUNTY, Board of County Commissioners.

**[Signatures appear on following page]**

**IN WITNESS WHEREOF**, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

**ORANGE COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings, Orange County Mayor

**ATTEST:**

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Tiffany Homler Hawkins  
Chief Executive Officer

Date: \_\_\_\_\_

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: \_\_\_\_\_

Carrie L. Sarver, Esq., B.C.S.  
Senior In-House Counsel

Date: \_\_\_\_\_

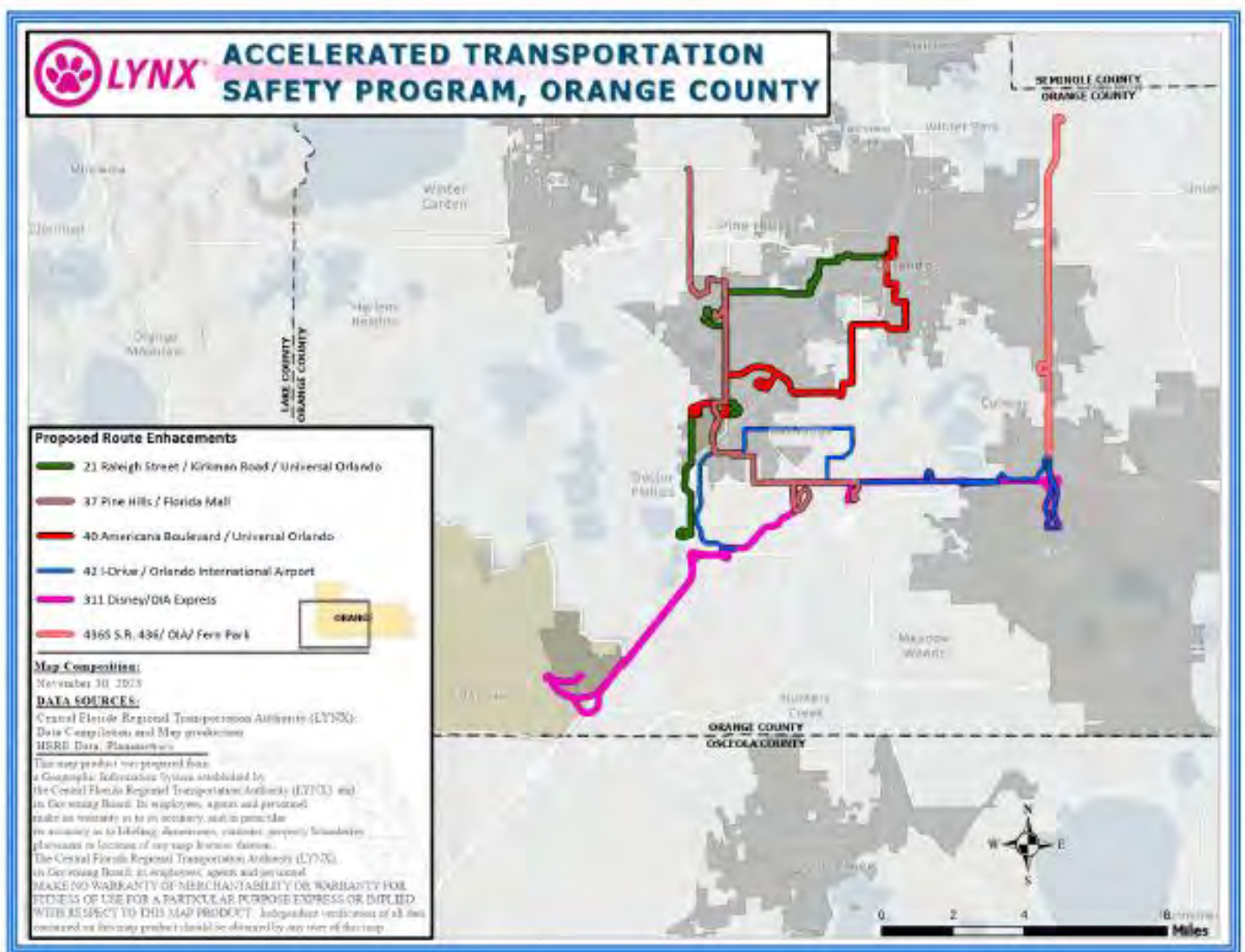
# EXHIBIT "A"

## Description and Schedule of Bus Route(s)

This Agreement is for an increase in LYNX bus service in the area defined as ORANGE COUNTY (FUNDING PARTNER).

With the opening of the Pine Hills Transfer Center, LYNX will make some modifications to routes in the area to improve service. The exact details of these improvements are pending. The anticipated opening of the transfer center is in January 2025.

With the April 2025 service change, LYNX will convert existing route Link 405 in the Apopka area to a NeighborLink zone, expanding the service area and operating with two (2) vehicles.



## EXHIBIT “B”

### Cost of Bus Service

#### *Fixed Route Operating Costs*

<b>Link Services</b>	<b>Hours</b>	<b>Amount</b>
Link 21	2,701.64	\$284,808
Link 37	7,121.75	\$750,778
Link 40	10,878.30	\$1,146,795
Link 42	3,469.56	\$365,762
Link 436S	1,915.74	\$201,958
Link 111/311 new route	14,393.00	\$1,517,316
	40,480.0	<u><b>\$4,267,417</b></u>

#### *Breakdown:*

Fixed Route Service	\$4,267,417
Capital Contribution for Shelters	\$3,000,000
<b>Total Funding from the County</b>	<u><b>\$7,267,417</b></u>

#### *FY2025 Billing Schedule*

October-24	\$605,618
November-24	\$605,618
December-24	\$605,618
January-25	\$605,618
February-25	\$605,618
March-25	\$605,618
April-25	\$605,618
May-25	\$605,618
June-25	\$605,618
July-25	\$605,618
August-25	\$605,618
September-25	\$605,619

**Annual Funding Request from County** **\$7,267,417**

# LYNX Board Agenda

## Work Item #8.A

**To:** LYNX Board of Directors

**From:** Tiffany Homler Hawkins  
Chief Executive Officer  
Tiffany Homler Hawkins  
Technical Contact

**Phone:** 407.841.2279 ext: 6064

**Item Name:** CEO Annual Evaluation

**Date:** 09/26/2024

---

Chair Janer will discuss the employee evaluation process for the CEO.

# LYNX Board Agenda

## Information Item A

**To:** LYNX Board of Directors

**From:** **John Burkholder**  
Director Of Risk Management And Safety  
**John Burkholder**  
Technical Contact

**Phone:** 407.841.2279 ext: 6167

**Item Name:** Notification of Settlement Agreements Pursuant to Administrative Rule 6

**Date:** 09/26/2024

---

### LYNX Liability Claim Settlements August 2024

<b>Claimant Name</b>	<b>Accident Date</b>	<b>Type</b>	<b>Amount</b>	<b>Date of Check</b>
Leoniel Romand Campbell	6/20/2024	PD	\$3,224.65	8/8/2024
5 Star Auto Body Inc (Simon Sandoval)	5/9/2024	PD	\$1,040.75	8/8/2024
Claudia Marialba Ragosta	7/19/2024	PD	\$1,544.36	8/8/2024
Noston Saint Surin	5/15/2024	PD	\$787.87	8/8/2024
Jose Colon	7/21/2024	PD	\$2,309.97	8/8/2024
The Pendas Law Firm fbo Robert Rubin-Beman	9/11/2023	BI	\$12,000.00	8/15/2024
Bret Miller PA fbo Lasheena Tyler	2/3/2024	BI	\$20,000.00	8/15/2024
Gerber Collision (Jose Colon)	7/21/2024	PD	\$113.21	8/15/2024
Jeffery Staten	7/31/2024	PD	\$3,657.41	8/15/2024
Branden Richardson	3/18/2024	WC	\$40,000.00	8/15/2024
Johnell Bennett	8/5/2024	PD	\$437.72	8/22/2024
Kayley Elaine Jones	8/13/2024	PD	\$739.11	8/22/2024
Kathy Jo Mershon-Hendricks	8/2/2024	PD	\$3,711.19	8/29/2024
Dan Newlin Injury Attorneys FBO Pedro Irizarry	3/3/2020	BI	\$32,500.00	8/22/2024
Carlton Renaldo Counsell	5/23/2024	PD	\$688.80	8/29/2024
Progressive Select Insurance Company	5/23/2024	PD	\$5,343.37	8/29/2024

# LYNX Board Agenda

## Information Item B

**To:** LYNX Board of Directors

**From:** **Maurice Jones**  
Director Of Procurement  
**Wanda Gonzalez**  
Technical Contact

**Phone:** 407.841.2279 ext: 6057

**Item Name:** Notification of Sole Source Procurements Pursuant to Administrative Rule 4

**Date:** 09/26/2024

---

Pursuant to LYNX Administrative Rule 4, information is attached for the following Sole Source Procurements:

1. Genfare
2. Sage Fixed Asset Management Software, Inc.
3. Trapeze Software Group, Inc.





## Sole Source Justification

**DATE:** 28 Aug 2024

**REQUESTED BY:** Tony DeGuzman, Comptroller

**SUBJECT:** One-Year Software Support Agreement for Genfare Collection Equipment

**BACKGROUND:** In 2020, under contract 19-C75 issued to SPX/Genfare, LYNX installed Fast Fare Fareboxes including Genfare developed proprietary software. The software requires ongoing support and maintenance and is proprietary to Genfare. Genfare provides services and software maintenance for the GFI Network software for the LYNX fareboxes.

**SOLE SOURCE JUSTIFICATION:** The fare collection proprietary software in use at Lynx to support the Fast Fare Fareboxes was designed, developed and maintained by Genfare and can only be supported by Genfare engineers who have the training, expertise, and tools to support the software. The software covered by the software support agreement was developed, configured, and installed by Genfare to meet the business needs of Lynx. The software support agreement is a continuation of the existing support agreement which exists between Lynx and Genfare. Genfare does not authorize outside organizations to perform such service.

**COST/PRICE ANALYSIS:** The cost for the one-year support from August 29, 2024 to August 28, 2025 is \$120,000 to be paid in full with a one-time payment. The cost is reasonable compared to the prior annual costs paid by LYNX.

\_\_\_\_\_  
Tony DeGuzman  
Comptroller

Date:

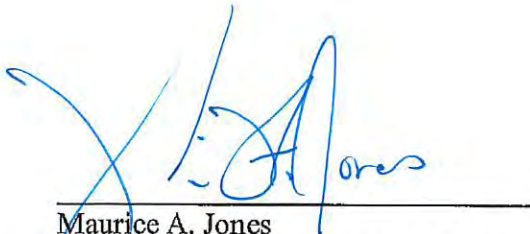
28 AUG 24

\_\_\_\_\_  
Michelle Daley  
Director of Finance

Date

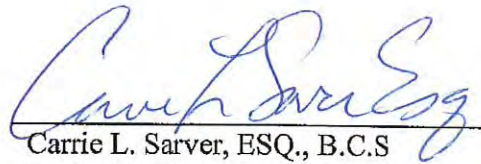
8/28/24





Maurice A. Jones  
Director of Procurement/ DBE Liaison Officer

9/6/2024  
Date:



Carrie L. Sarver, ESQ., B.C.S  
Senior In-House Counsel

9/9/24  
Date



Leonard Antmann  
Chief Financial Officer

9/9/24  
Date:



Tiffany Homler Hawkins  
Chief Executive Officer

9/11/24  
Date



# Sole Source Justification

**DATE:** August 16, 2024

**REQUESTED BY:** Chris Plummer, Sr. Mgr. Fin. Reporting & Bus. Analysis


**SUBJECT:** Sage Fixed Asset Management Software, Inc.

**BACKGROUND:**

LYNX has utilized Sage's Fixed Asset Management (FAM) software since 1999. Sage's FAM software plans, tracks, and reports each asset's useful life and depreciation schedule from project start or product acquisition to disposal. The Authority's fixed asset platform retains more than 13,000 (thirteen thousand) entries, responsible for recording asset purchases, transfers, disposals, and physical location.

**SOLE SOURCE JUSTIFICATION:** Sage Software, Inc. is the manufacturer of the fixed asset management system LYNX currently utilizes and the only organization providing support for their product.


**COST/PRICE ANALYSIS:** The cost of Sage Business Care Gold (1 Year) including annual maintenance renewal is \$8,146. The prior period's Sage Business Care Gold (1 Year) cost was \$7,543 (a 7.9% annual increase). Sage's FAM expense is accounted for the FY2024 operating budget.

  
\_\_\_\_\_  
Chris Plummer, CPA  
Sr. Manager Fin. Reporting & Bus. Analysis

  
\_\_\_\_\_  
Michelle Daley  
Director of Finance

08-16-24  
Date

8-16-24  
Date

  
\_\_\_\_\_  
Maurice Jones  
Director of Procurement

8/22/2024  
Date



Leonard Antmann  
Chief Financial Officer

8/27/24  
Date



Carrie L. Sarver, ESQ., B.C.S.  
Senior In-House Counsel

9/4/24  
Date



Tiffany Homler Hawkins  
Chief Executive Officer

9/9/24  
Date





## Sole Source Justification

**DATE:** August 26, 2024

**REQUESTED BY:** Michelle Daley, Director of Finance

**SUBJECT:** Trapeze Software Payroll Custom Payroll Export

### **BACKGROUND:**

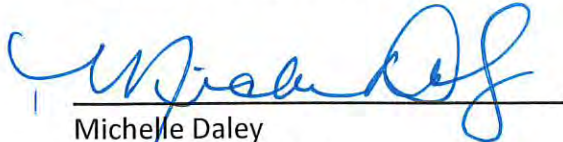
Trapeze Software Group, Inc. supplies LYNX software used by both fixed route and paratransit operations. The software applications allow LYNX to manage its fixed route services e.g. Scheduling/routing/dispatch, Vehicle Communications, Run-cutting, Operations Management, Asset Tracking and Maintenance, Real time access, and Payroll. The System has a current employee payroll export that is not compatible with the new Oracle ERP system. LYNX in conjunction with Trapeze and Oracle need to have a new payroll export file created in their Trapeze Ops software to meet the export/import need of the Oracle payroll functions.

### **SOLE SOURCE JUSTIFICATION:**

- **Compatibility:** Trapeze Software Group is the sole provider of the proprietary software currently used for transportation scheduling and workforce management within our organization. The custom payroll export developed by Trapeze will ensure full compatibility with our new Oracle ERP system, eliminating the risk of data integrity issues.
- **Expertise and Efficiency:** Trapeze Software Group has intimate knowledge of their software's architecture, which positions them uniquely to develop the required custom export with the highest level of efficiency and accuracy. Using an external vendor would likely require extensive time and resources for the third party to understand the Trapeze system, resulting in potential delays and increased costs.
- **Integration and Support:** As the original software developer, Trapeze can provide ongoing support and updates for the custom payroll export, ensuring it remains functional and up-to-date with any future changes to the Trapeze system. This level of integration and support is crucial for maintaining uninterrupted payroll operations.
- **Proprietary Technology:** Trapeze Software Group holds the proprietary rights to their software, meaning that only they have full access to the source code and the ability to make modifications. Engaging any other vendor would not only be inefficient but could also breach licensing agreements.

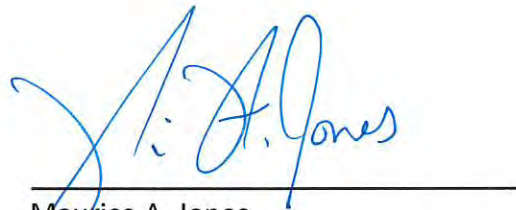
**COST/PRICE ANALYSIS:**

The one-time cost for this custom export file is \$33,030 and an increase in the annual maintenance of \$1,508 for Fixed Route Software maintenance. This cost and increase included in the FY2025 operating budget.

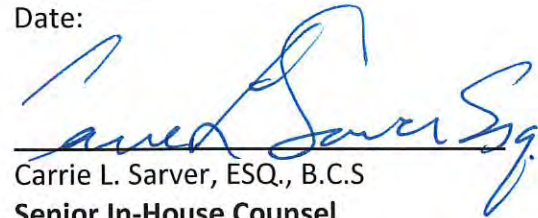
  
\_\_\_\_\_  
Michelle Daley  
Director of Finance

8-26-24  
Date:

  
\_\_\_\_\_  
Lenny Antmann  
Chief Financial Officer

  
\_\_\_\_\_  
Maurice A. Jones  
Director of Procurement/DBE Liaison Officer

8-26-24  
Date:

  
\_\_\_\_\_  
Carrie L. Sarver, ESQ., B.C.S  
Senior In-House Counsel

8/30/2024  
Date

  
\_\_\_\_\_  
Tiffany Homler Hawkins  
Chief Executive Officer

9/5/24  
Date:

9/5/24  
Date

# LYNX Board Agenda

## Information Item C

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Chief Financial Officer  
Jeffrey Reine  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Notification of Utilization of Project Contingency for the Pine Hills Bus Transfer Center Pursuant to Admin. Rule 4.5.4.D. in the Amount of \$46,880

**Date:** 09/26/2024

---

### **ACTION REQUESTED:**

Pursuant to Administrative Rule 4.5.4, staff is providing the Board of Directors notification that Project Contingency was used in the amount of \$46,880 for changes identified during the construction of the Pine Hills Bus Transfer Center Project necessary to complete the Project to prevent a delay and additional cost to LYNX.

### **BACKGROUND:**

The purpose of Pine Hills Bus Transfer Center is to create a central hub for bus transfers in the Pine Hills community. This project involves the construction of on-site improvements (an administrative building, CCTV, real time information, parking, rain garden, custom bus canopy, eight (8) bus bays and associated infrastructure).

At the April 27, 2023 Board of Director's meeting, staff received authorization to negotiate and award Contract 23-C-75 to McCree Design Builders, Inc. in the amount of \$14,786,585.

At the February 21, 2024 Board of Director's meeting, staff was authorized to assign a ten percent (10%) contingency in the amount of \$1,478,658 as provided for in Administrative Rule 4.5.4, Project Contingency. Pursuant to the Administrative Rule, the Chief Executive Officer shall have the authority to authorize Change Orders for use of Project Contingency subject to certain requirements. It states that Change Orders shall not exceed \$150,000 and any Change Order shall be noticed to the Governing Board as an information item at the next scheduled meeting.

# LYNX Board Agenda

Change Order No. 4 was approved to address several items. They are described below in more detail. This change order was issued to McCree Design Builders, Inc.

In addition to this, the contingency was used to order informational kiosks from Spencer Fabrications, Inc.

## **Added/ change in scope items (McCree):**

-Drone Photography-Orange County Highway Department is performing the off-site CEI for the project on Belco Drive. They required monthly aerial photos for this. To address this request, McCree I performing this task. **(+\$6,444)**

-Change to Hot Water Heater-After a further detailed review of the existing hot water heater, it was determined that a more robust commercial unit should be installed to ensure long-term reliability. **(+\$2,899)**

-Solar Light Tower Rental-This cost reflects extending the off-site solar light rental on Belco Drive to supplement the lighting that was remove by Duke because of construction. This cost will be through the end of the project. **(+19,416)**

-Service Building Exterior Footers-This cost reflects the installation of footers to support the panels that will make up the side of the service building facing Belco Drive. After the building was erected, the concern about the panels being free-floating on the bottom led to decision to place a footer. This will prevent future vandalism to the bottom of the footers and also give the building a more complete look. **(+5,420)**

-Door Frame Adjustment-This change order was to allow for adjustments to the interior door frames to mount them to the wall itself instead of into the completed drywall as originally proposed. While this change is more expensive, it means better long-term reliability and less maintenance. **(+5,700)**

## **Informational Kiosks**

-In addition to bus shelters and other site furniture, LYNX made the decision to purchase the informational kiosks directly from our existing vendor. **(+\$7,000)**

# LYNX Board Agenda

Description	Original Budget	CO #1	CO #2	CO #3	CO # 4	Revised Total
-------------	-----------------	-------	-------	-------	--------	---------------

Belco Drive	\$2,706,074.66	\$15,272.74		\$252,651.02	<b>\$19,416.49</b>	\$2,993,414.91
Silver Star	\$614,299.96					\$614,299.96
CCTV	\$339,276.60		\$44,730.62			\$384,007.22
Transfer Center/On-Site	\$3,894,690.83	\$16,683.87	\$69,159.25		<b>\$6,444.49</b>	\$3,986,978.44
Canopy	\$3,173,243.38	\$76,750.94				\$3,249,994.32
Real Time	\$84,819.00					\$84,819.00
Building	\$3,630,180.57	\$8,194.97	\$13,082.41		<b>\$14,019.30</b>	\$3,665,477.25
Trail	\$344,000.00					\$344,000.00
<b>Total Construction Contract</b>	<b>\$14,786,585.00</b>	<b>\$116,902.52</b>	<b>\$126,972.28</b>	<b>\$252,651.02</b>	<b>\$39,880.28</b>	<b>\$15,322,991.10</b>

Contingency Use (McCree)	\$1,372,263.89	<b>(\$116,902.52)</b>	<b>(\$126,972.78)</b>	<b>(\$252,651.02)</b>	<b>(\$39,880.28)</b>	\$835,857.29
Contingency Use (WSP)	99,394.61	<b>(\$99,394.61)</b>				\$0.00
Contingency Spencer	7,000.00				<b>(\$7,000.00)</b>	\$0.00
<b>Total Contingency</b>	<b>\$1,478,658.50</b>	<b>(\$216,297.13)</b>	<b>(\$126,972.78)</b>	<b>(\$252,651.02)</b>	<b>(46,880.28)</b>	<b>\$835,857.29</b>

\*Please note that at the August 2024 BOD meeting the cost not to exceed for WSP was increased.

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

A DBE Contract Goal of 9% was assessed for this procurement. The prime contractor has identified and agreed on a 28% DBE participation. It is the policy of LYNX to ensure that certified DBE's and small business firms have equal opportunity to participate in DOT assisted solicitations and contracts.

## **FISCAL IMPACT:**

The Change Order #4 and order to Spencer Fabrication, Inc. is funded from the contingency, therefore there is no budget change to the original project.



# LYNX Board Agenda

## Information Item D

**To:** LYNX Board of Directors

**From:** Terri Settington  
Director Of Human Resources  
Terri Settington  
Technical Contact

**Phone:** 407.841.2279 ext: 6106

**Item Name:** Quarterly Service Recognition

**Date:** 09/26/2024

---

The Human Resources Department along with the Chief Executive Officers would like to recognize the employees that have reached a milestone in their service to the agency this quarter and offer sincere gratitude for the talent, energy, and commitment to public service they have shown during their time at LYNX.

### 5 Years of Service

Louis Beato – Service Planner, Planning  
Raymond Benjamin – Technician, Maintenance  
Andrea Boyd – Accounting Technician, Finance  
Teresa Chu – Operator, Transportation  
Efrain Colon – Technician, Maintenance  
Luis Giambroni – Operator, Transportation  
Marta Gomez – Groundskeeper, Maintenance  
Ricardo Guillen – Operator, Transportation  
Jimmie Holt – Operator, Transportation  
Maurice Jones – Director, Procurement  
Tracy Latortue – Operator, Transportation  
Whiling Maignan – Technician, Maintenance  
Shirley Marshall – Operator, Transportation  
Deandre Moore – Supervisor, Transportation  
Michael Pesce – Operator, Transportation  
Jaime Posso – Technician, Maintenance  
Agatha Pratt – Operator, Transportation  
Desiree Smith – Mobility Services Representative, Mobility Services  
Christian Tabarquino – Technician, Maintenance  
Vanessa Williams – Operator, Transportation

# LYNX ard Agenda

## **10 Years of Service**

Juan Acevedo – Operator, Transportation  
Zabdiel Hernandez – Operator, Transportation  
Maykel Hernandez – Technician, Maintenance  
Serge Joseph – Service Island Attendant, Maintenance  
Shelia Maldonado – Sr. Grants Compliance Administrator, Grants  
Bryant McGee – Inventory Control Technician, Finance  
Alireza Nahavandi – Operator, Transportation  
Jean Paul – Operator, Transportation  
Aldo Perfetti – Technician, Maintenance  
Lyndon Robbins – Operator, Transportation  
Kenneth Roberts – Asset Management Administrator, Finance  
Michael Sweeney – Manager, Transportation

## **15 Years of Service**

Sheldon Assing – Operator, Transportation  
James Butler – Programmer, IT  
Jose Felix – Operator, Transportation

## **20 Years of Service**

Michael Corso – Operator, Transportation  
Maverick McRae – Operator, Transportation  
Douglas Meade – Service Island Attendant, Maintenance  
David Oliver – Operator, Transportation  
Wilfredo Valentin – Operator, Transportation

## **25 Years of Service**

Nestor Acuna – Farebox Puller, Transportation

# LYNX Board Agenda

## Monthly Report A

**To:** LYNX Board of Directors

**From:** Matthew Friedman  
Director Of Marketing Communications  
Janet Vidal  
Technical Contact

**Phone:** 407.841.2279 ext: 6206

**Item Name:** Communications Report - August 2024

**Date:** 09/26/2024

---

### **LYNX Press Releases | Media Notes: August 2024**

August 16	LYNX August Board of Directors and Oversight Committee Meeting Information
August 19	Labor Day Holiday Schedule

### **LYNX Social Media – August 2024**

August 1	August service change. Response to question about employment. Response to question about the PawPass application.
August 2	Bus operator highlight. Response to question about bus fares. Hurricane policy.
August 3	West Orange Trail.
August 4	August service change. Allow extra travel time for your commute.
August 5	Hurricane policy. Response to questions about the operating schedule during the storm.
August 6	Mystery bus stop location. Mystery bus stop location revealed. Repost: City of Orlando pedestrian safety improvements.

# LYNX Board Agenda

August 7	Lighthouse at Kissimmee Lakefront Park. Response to positive feedback about a Link 8 bus operator.
August 8	Lennox and friends. Response to comment about a bus stop sign. Response to comment about free rides on cat day. Response to question about route information. Response to comment about bus delay due to a vehicle breakdown.
August 9	Link 350 service. SunRail Deland Station opening. Service detour on Simpson Road and Fortune Road. Response to comment about a detour on the Link 10 route. Response to comment about delays on Link 38.
August 10	We're hiring bus operators.
August 11	August service change.
August 12	Back to school. New Link 701 service. Response to question about the bus operator position. Response to question about employee health insurance. Response to question about employee benefits. Response to question about CDL license.
August 13	NeighborLink 601 service in Poinciana. Response to comment about an interview for the bus operator position.
August 14	Travel training program. Response to question about route information.
August 15	August service change.
August 16	Sanford Riverwalk. Oversight Committee and Board of Directors meetings. Service detour around Camping World Stadium.
August 17	Youth and Advantage photo ID card. Service detour around Camping World Stadium.
August 18	August service change.
August 19	Labor Day schedule. Response to comment about the Link 7 route. Response to question about bus fares. Response to request to extend Link 40 evening and weekend service.

# LYNX Board Agenda

August 20	<p>Mystery bus stop location.                  Response to comment about bus delays.                  Mystery bus stop location revealed.                  Response to a comment about the bus numbers peeling off a bus.                  Response to concern about a bus delay on Link 426.                  Response to comment about Link 13 buses.</p>
August 21	<p>Train to plane service.                  Response to question about traveling on the bus with a bicycle.                  Response to comment about trash overflow at a bus stop.                  Response to feedback about transferring to a bus from SunRail.                  Response to questions about routes and schedules.</p>
August 22	<p>August service change.                  Response to comment about a skipped stop on Link 3.                  Response to feedback about Link 102 bus delays.</p>
August 23	<p>Dr. Phillips Center for the Performing Arts.                  Response to comment about adding shelters at every bus stop.                  Response to concern about service delays on Link 8.</p>
August 24	<p>August service change.</p>
August 25	<p>August service changes are in effect today.                  Response to feedback about increased weekday service for Link 40.</p>
August 26	<p>August service change.                  Women's Equality Day.                  ACCESS LYNX improved reservation policy.                  Response to question about bus routes.                  Response to comment about increased service for Link 40.                  Response to question about advocating for increased service.                  Response to question about route information.</p>
August 27	<p>Labor Day schedule.                  Robinson Street service detour.                  Response to question about the new PawPass application.                  Response to concern about Link 15 service delays.                  Response to question about the bus operator position.                  Response to comment about bus operators on the Link 7 route.                  Addressed concern about operators pulling away from a stop too quickly.                  Response to positive feedback about the Train to Plane service.</p>
August 28	<p>Service to Orlando Airport.                  Response to feedback about trash overflow at a bus stop.                  Addressed concern about priority seats.                  Response to positive feedback about UCF students riding buses fare-free.</p>

# LYNX Board Agenda

August 29	Link 6 route. Repost: SunRail providing service to the Lake Mary Little League celebration.
August 30	Labor Day weekend. LYNX Central Station terminal lobby closure for painting improvements. Response to concern about service delays. Addressed question about fare boxes.
August 31	Labor Day schedule. Lake Mary Little League celebration. SunRail provides free rides to the Lake Mary Little League celebration. Response to comment about service delays on Link 104.

<b>Social Media Usage</b>	<b>August 2024</b>
Total Facebook Posts	46
Facebook Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes.	1.1K Reactions, 189 Comments, 112 Shares, 4K Engaged Users
Facebook Post Impressions: The number of times posts appeared on someone's screen.	76K
Total Tweets	52
Twitter X Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes	98 Likes, 27 Retweets, 9 Replies
Twitter X Post Impressions: The number of times posts appeared on someone's screen.	15.5K
<b>Website Usage</b>	<b>August 2024</b>
Total Pageviews	421K
Total User Visits	265K

# LYNX Board Agenda

## Commuter Vanpool Program – August 2024

<b>Vanpool</b>	<b>August 2024</b>
Vanpool Participants	394*
Total Revenue Miles	175,000*
New Vanpool	1
Returned Vanpools	3
Current Vans at Service	115
Pending Interests	None
Events	0

\*These are estimates, as data is not available until after the 21<sup>st</sup> day of following month.

## Advertising Sales – August 2024

<b>Advertising Sales Revenue</b>	<b>August</b>	<b>LYNX %</b>	<b>FY to Date Sales</b>	<b>FY to Date LYNX %</b>
Sales Revenue	\$390,277.95	\$234,166.77	\$4,265,193.93	\$2,559,116.36

# LYNX Board Agenda

## Monthly Report B

**To:** LYNX Board of Directors

**From:** Leonard Antmann  
Chief Financial Officer  
Michelle Daley  
Technical Contact

**Phone:** 407.841.2279 ext: 6125

**Item Name:** Monthly Financial Report - June 2024

**Date:** 09/26/2024

---

Please find attached the preliminary monthly financial report for the Ninth month ending June 30, 2024.



CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX  
 STATEMENTS OF REVENUES AND EXPENSES  
 For the Nine Months Ending Sunday, June 30, 2024  
 (UNAUDITED)

	As of 6/30/2024		% Actual compared to Budget
	Budget	Actual	
REVENUES			
Customer fares	\$ 13,720,066	\$ 16,414,598	120%
Contract services	3,308,225	2,901,665	88%
Advertising	1,947,502	2,046,303	105%
Interest & Other income	1,110,530	5,395,564	486%
Federal Revenue	9,502,062	10,107,901	106%
State Revenue	10,282,316	10,634,609	103%
Local Revenue	9,993,859	11,151,326	112%
Local Revenue Funding Partner	68,993,768	68,993,768	100%
<b>TOTAL REVENUE</b>	<b>118,858,329</b>	<b>127,645,734</b>	<b>107%</b>
EXPENSE			
Salaries, Wages & Fringe Benefits	84,599,626	86,348,325	102%
Other services	10,171,980	7,497,241	74%
Fuel	10,331,448	10,084,275	98%
Materials and supplies	7,658,917	7,636,842	100%
Utilities	1,600,215	1,268,018	79%
Casualty & Liability	3,538,978	3,093,829	87%
Taxes and licenses	483,977	500,817	103%
Purchased transportation services	22,559,464	25,306,623	112%
Leases & Miscellaneous	2,639,109	1,769,149	67%
Interest Expense	33,515	65,566	196%
<b>TOTAL EXPENSE</b>	<b>143,617,229</b>	<b>143,570,684</b>	<b>100%</b>
 CHANGE IN NET POSITION	 \$ (24,758,900)	 \$ (15,924,950)	 64%

# LYNX Board Agenda

## Monthly Report C

**To:** LYNX Board of Directors

**From:** Norman Hickling  
Director Of Mobility Services  
Norman Hickling  
Technical Contact

**Phone:** 407.841.2279 ext: 6169

**Item Name:** Paratransit Monthly Report - August 2024

**Date:** 09/26/2024

---

Please find attached the monthly report for Paratransit Services – August 2024.





# ACCESS LYNX Paratransit Monthly Report





# Overview

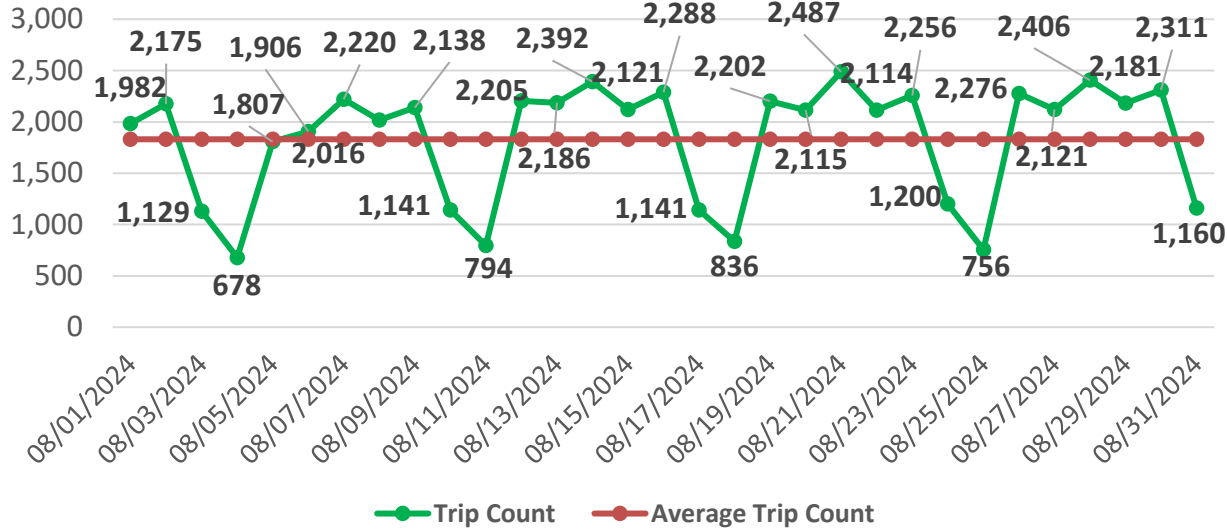


- **Paratransit Performance:**
  - Month of August 2024
  - FY24
- **Paratransit Fleet Status**
- **Paratransit Fleet Metrics**
- **Paratransit Business Practices**
  - Key Areas of Focus
- **Summary**

# Performance – August 2024

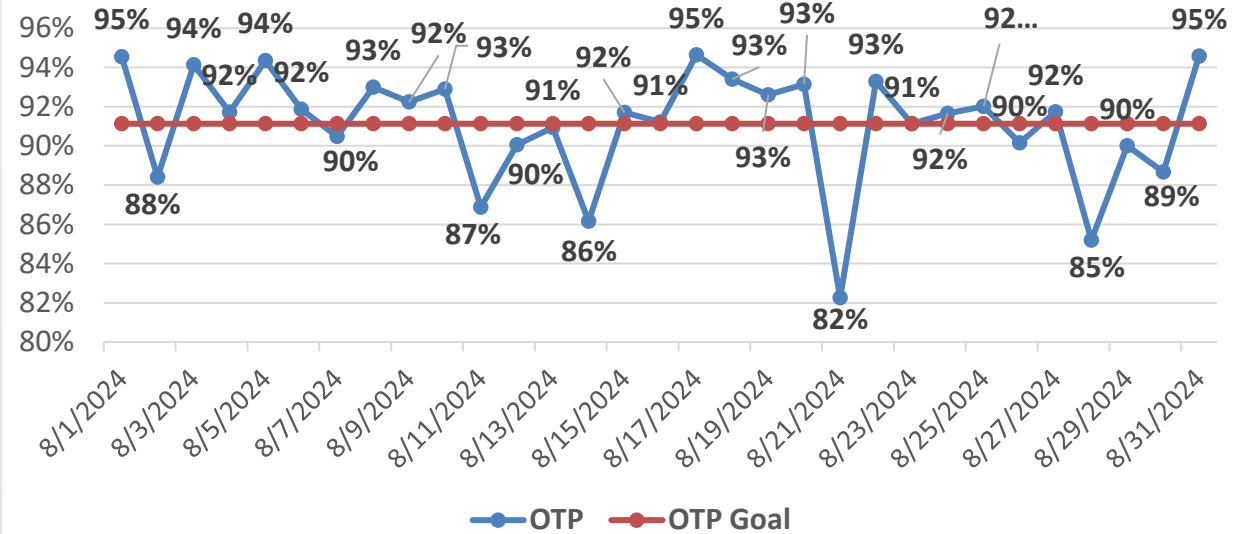
## Performed Trips

**Total Trips 56,740**

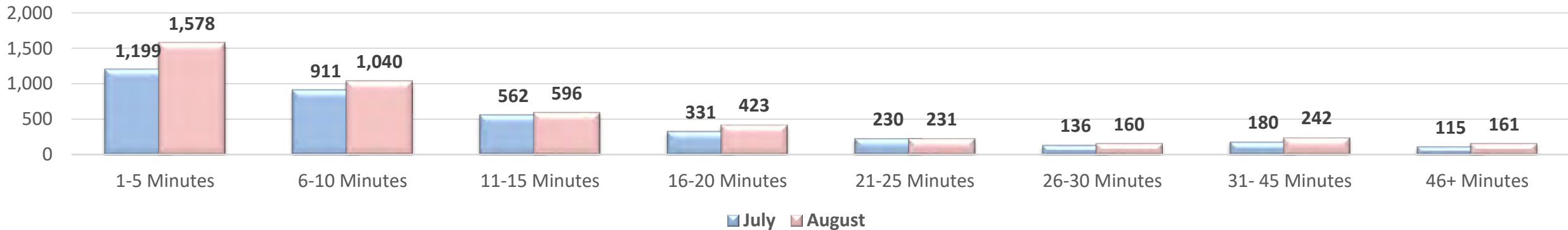


**Avg OTP 91%**

## On-Time Performance



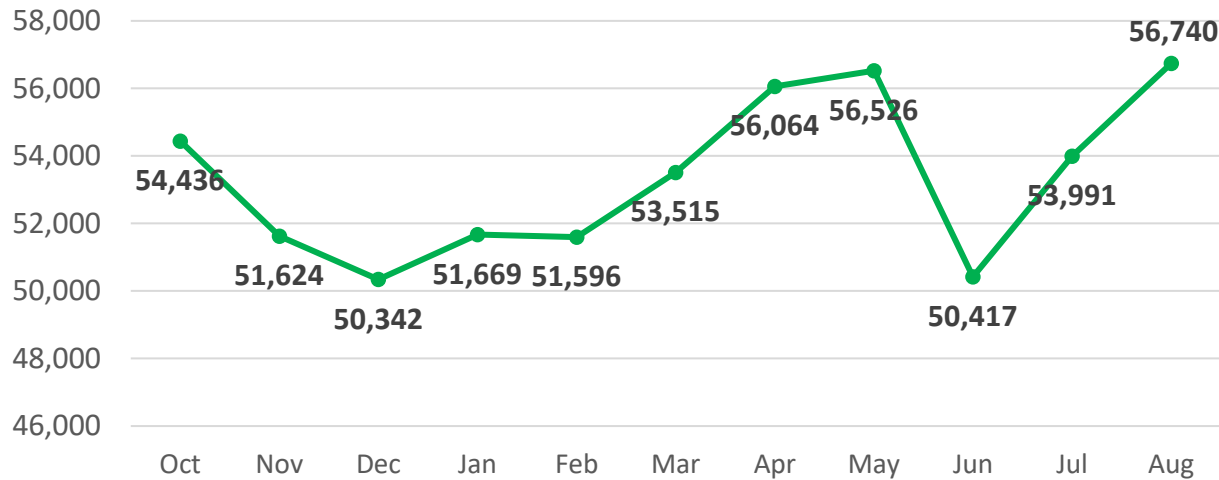
## Late Trips



# Performance – FY 24

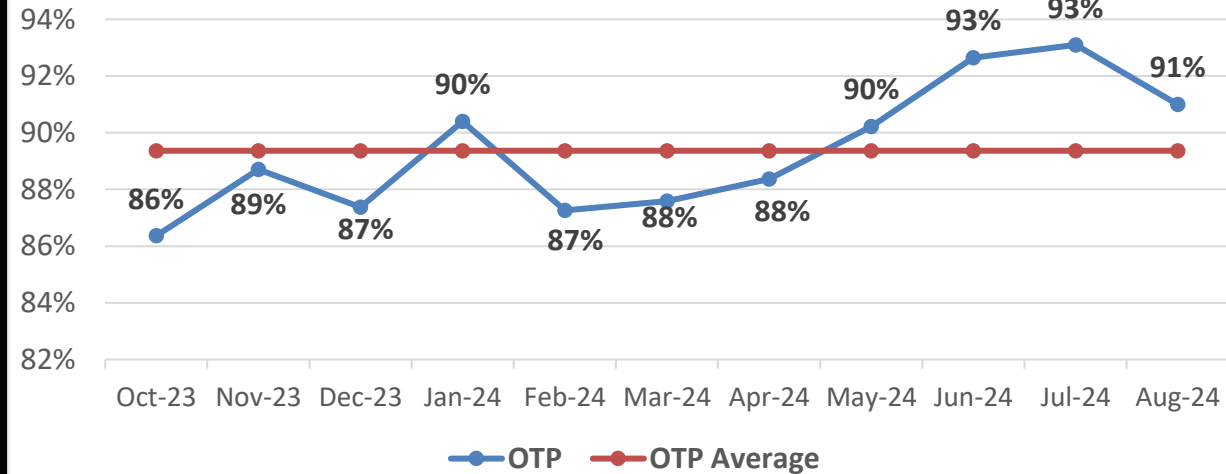
**Total Trips 586,920**

**Performed Trips**

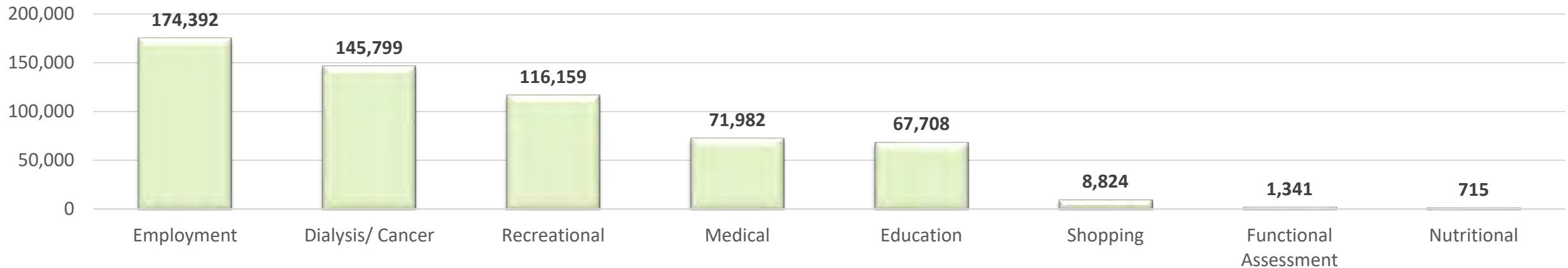


**Avg OTP 89%**

**On-Time Performance**



## Trip Count by Purpose



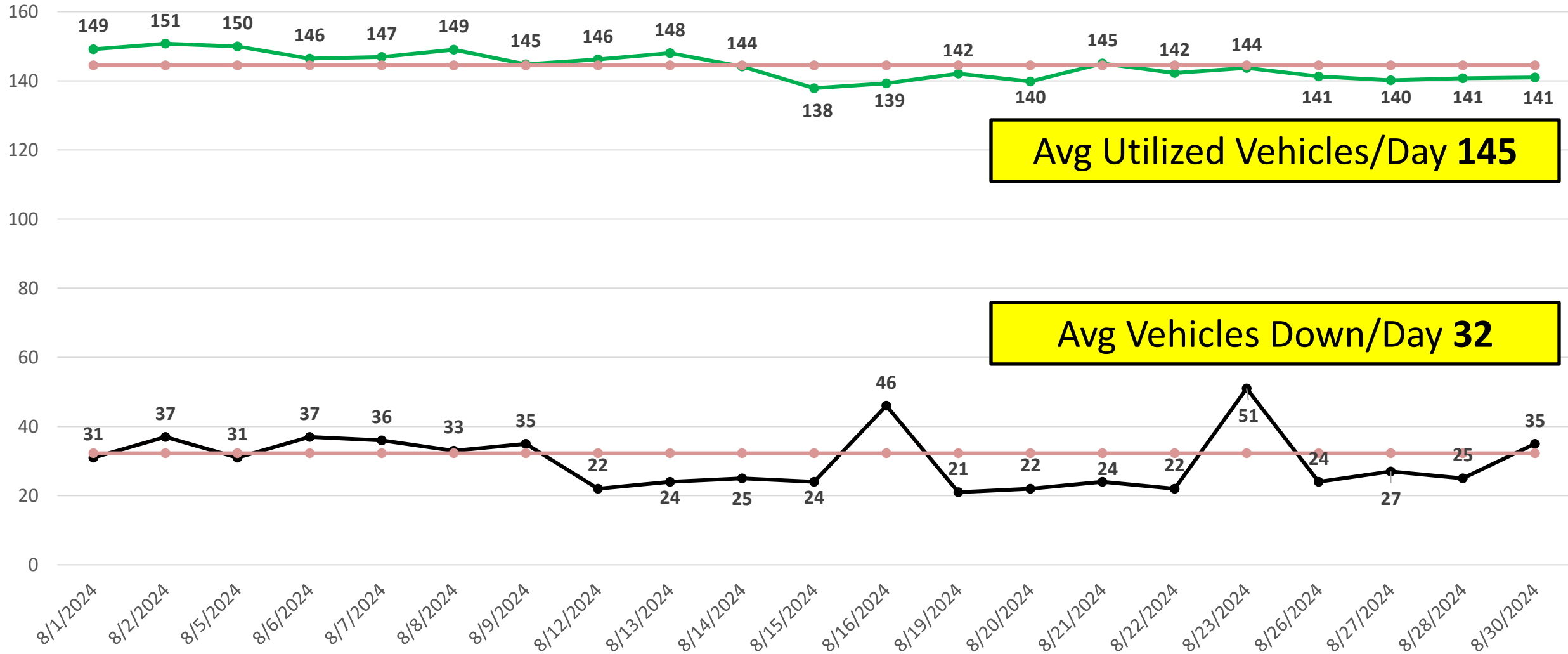
# Paratransit Fleet



- **Diligent contractor maintenance program**
  - New Maintenance leadership
  - Maintain vehicles in revenue service
- **Vehicle replacement process underway:**
  - 57 vehicles in manufacturing process
    - Initial deliveries end of FY24
  - 28 additional paratransit vehicles approved and ready to begin Manufacturing
- **Maximizing utilization of sub-contractor fleets to support trip demand**

# Paratransit Fleet- August 2024

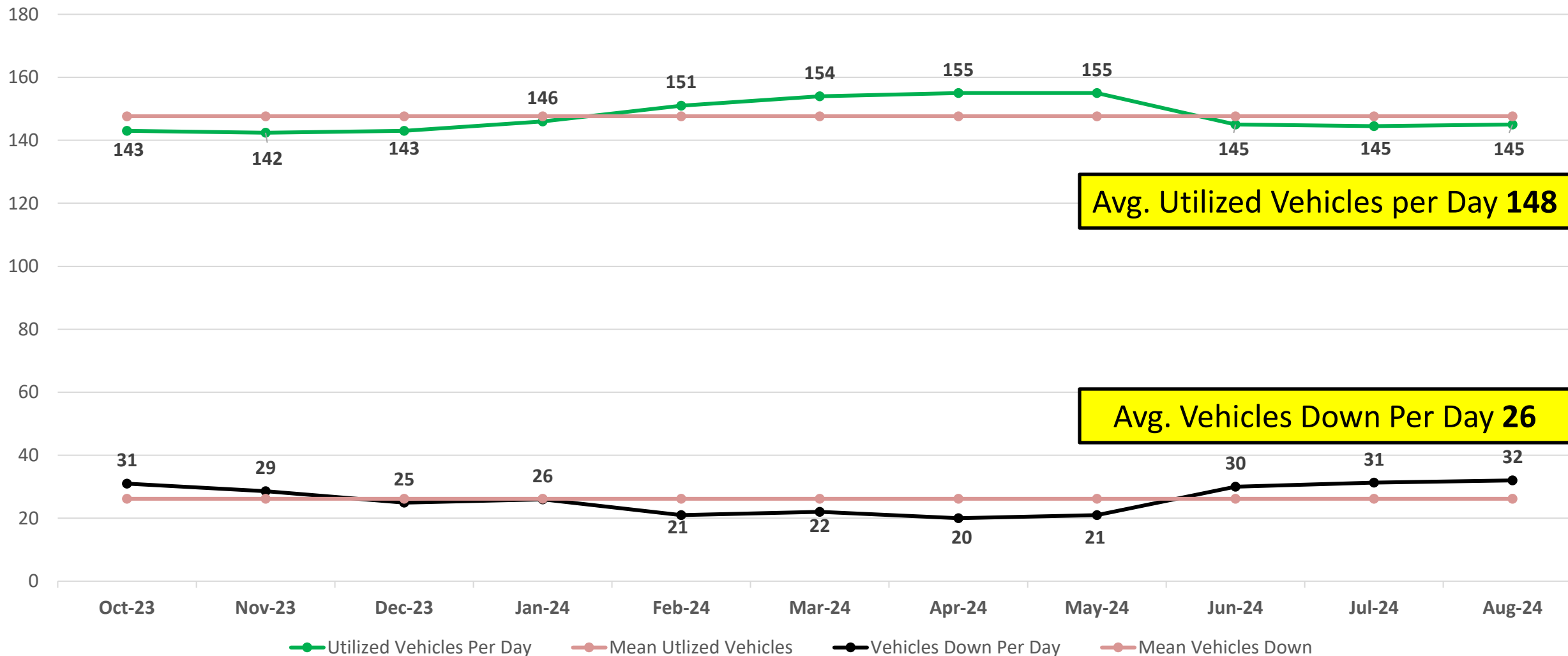
## Daily Utilized Vehicles vs. Daily Vehicles Down





# Fleet Status – FY 24

## Daily Utilized Vehicles vs. Daily Vehicles Down





- **Extensive contract oversight and compliance**
  - Field Inspections of Contractor Operations
  - Trip management
  - Documented corrective action
- **Trip scheduling**
- **Monthly Reconciliation**
  - Sub-contractor performance
  - Updates and accuracy
- **Expanding technology connectivity with service providers**
  - Improved accountability
- **Preparation for emergency activities**

# Summary

- **Focus on the Customer and Community**
  - QATF and TDLCB Tours of ACCESS LYNX
- **Challenges of trip demand**
  - 55,000+ trips monthly
  - High number of Calls/Reservations
- **On-time-performance (OTP) focus**
  - Critical review of late trips (30 min. +)
- **Paratransit Fleet maintenance and replacement**





Close



# LYNX Board Agenda

## Monthly Report D

**To:** LYNX Board of Directors

**From:** James Boyle  
Interim Chief Planning And Development Officer  
Bruce Detweiler  
Technical Contact

**Phone:** 407.841.2279 ext: 6036

**Item Name:** Ridership Report - July 2024

**Date:** 09/26/2024

---

The attached monthly Performance Report includes July 2024 Year-To-Date figures for ridership and other performance indicators. Total ridership for July 2024 was 1,607,276. This is an 8.4% increase from July 2023. On-Time Performance for Fiscal Year-To-Date 2024 is 67%.

- LYNX overall ridership increased by 130K, or 8.4%, compared to July 2023. Year-to-date ridership for FY-24 (16,387,865) increased 7.4% compared to FY-23 (15,261,670).
- LYMMO ridership decreased by 5K, or 10.5%, compared to July 2023. Year-to-date ridership for FY-24 (359,977) decreased 10.6% compared to FY-23 (402,679).
- Fixed Route ridership increased by 115K, or 8.5%, compared to July 2023. Year-to-date ridership for FY-24 (15,068,879) increased by 7.6% compared to FY-23 (14,010,292).
- NeighborLink ridership increased by 2000, or 33.4%, compared to July 2023. Year-to-date ridership for FY-24 (82,988) increased 4.0% compared to FY-23 (79,812).
- ACCESS LYNX ridership increased by 10K, or 15.9%, compared to July 2023. Year-to-date ridership for FY-24 (640,810) increased 21.9% compared to FY-23 (525,665).
- Vanpool ridership increased by 2800, or 14.6%, compared to July 2023. Year-to-date ridership for FY-24 (219,131) increased by 1.1% compared to FY-23 (216,836).
- There was no special event ridership for July 2024.



## July 2024 Service Performance Report

### RIDERSHIP

Total Ridership by Mode						
	Jul-23	Jul-24	% Δ	YTD-23	YTD-24	% Δ
LYMMO	48,899	43,778	-10.5%	402,679	359,977	-10.6%
Fixed Route	1,355,394	1,470,976	8.5%	14,010,292	15,068,879	7.6%
NeighborLink	6,415	8,558	33.4%	79,812	82,988	4.0%
ACCESS LYNX	52,883	61,281	15.9%	525,665	640,810	21.9%
Vanpool	19,801	22,683	14.6%	216,836	219,131	1.1%
Special Events	0	0	N/A	26,386	16,080	-39.1%
<b>SYSTEM TOTAL</b>	<b>1,483,392</b>	<b>1,607,276</b>	<b>8.4%</b>	<b>15,261,670</b>	<b>16,387,865</b>	<b>7.4%</b>

<b>July-23</b>	20 Weekdays	5 Saturdays	6 Sundays
<b>July-24</b>	22 Weekdays	4 Saturdays	5 Sundays

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Jul-23	Jul-24	% Δ	Jul-23	Jul-24	% Δ	Jul-23	Jul-24	% Δ
LYMMO	1,802	1,579	-12.4%	1,300	880	-32.3%	1,059	1,103	4.2%
Fixed Route	48,485	50,070	3.3%	38,429	38,531	0.3%	25,026	34,305	37.1%
NeighborLink	262	339	29.4%	182	193	6.0%	-	-	-
ACCESS LYNX	2,122	2,382	12.3%	1,156	1,296	12.1%	779	738	-5.3%
Vanpool	455	560	23.1%	104	185	77.9%	43	62	44.2%
<b>SYSTEM TOTAL</b>	<b>53,126</b>	<b>54,930</b>	<b>3.4%</b>	<b>41,171</b>	<b>41,085</b>	<b>-0.2%</b>	<b>26,907</b>	<b>36,208</b>	<b>34.6%</b>

LYNX ridership increased by about 130K, or 8.4%, compared to July 2023.

**LYMMO** ridership decreased by about 5K, or 10.5%, compared to July 2023. Compared to July 2023, average weekday ridership and average Saturday ridership decreased by 12.4% and 32.3% respectively. Average Sunday ridership increased by 4.2%. LYMMO ridership continues the trend of decreasing compared to the same month from the prior year. There have not been any recent service changes to any of the LYMMO routes.

**Fixed Route** ridership increased by about 115K, or 8.5%, compared to July 2023. Average weekday, Saturday, and Sunday ridership increased by 3.3%, 0.3%, and 37.1% respectively compared to the same time period last year. Ridership is showing a steady recovery from losses incurred from the COVID-19 pandemic with routes such as the 38, 55, and 426 exceeding their pre-COVID ridership.

**NeighborLink** ridership increased by about 2000, or 33.4%, compared to July 2023. NeighborLink ridership saw a 29.4% increase in average weekday ridership and a 6.0% increase in average Saturday ridership.

**ACCESS LYNX** ridership increased by about 10K, or 15.9%, compared to July 2023. Ridership showed a 12.3% increase to average weekday ridership with an increase of 12.1% ridership on Saturdays. Sundays decreased by 5.3%.

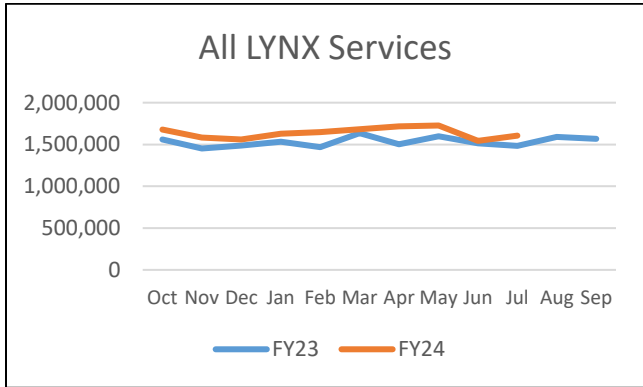
**Vanpool** ridership increased by about 2800, or 14.6%, compared to July 2023. Vanpool continues to remain consistent in ridership, maintaining the same trends currently in FY24 that were seen in FY23.

\*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$3.71/gallon in July 2023 and \$3.60/gallon in July 2024. Historically, high gas prices can result in increased public transit ridership.

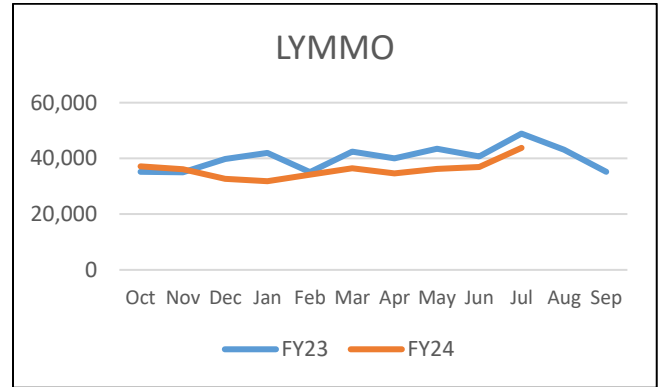


# July 2024 Service Performance Report

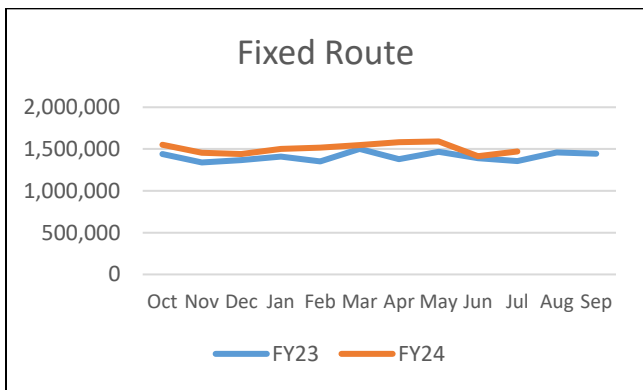
## MONTHLY RIDERSHIP TRENDS BY MODE



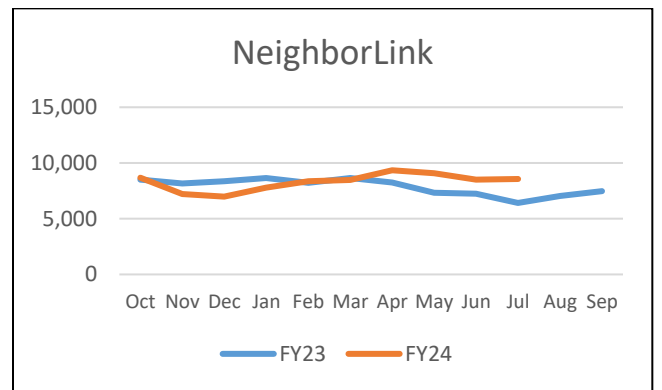
Year-to-Date Fiscal Year 2024 LYNX system-wide ridership has increased by 7.4% compared to Fiscal Year 2023.



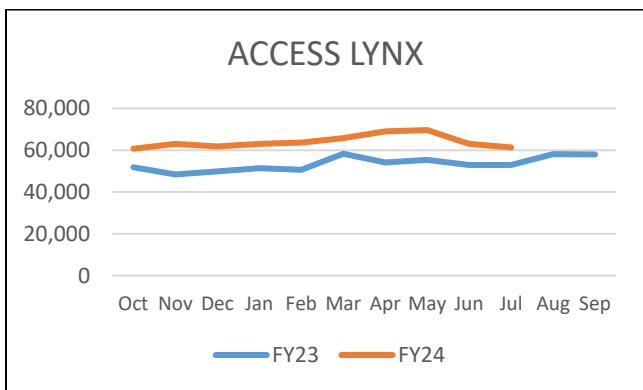
Year-to-Date Fiscal Year 2024 LYMMO ridership has decreased by 10.6% compared to Fiscal Year 2023.



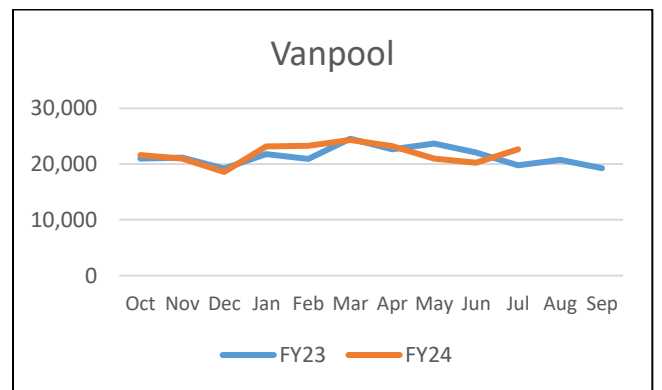
Year-to-Date Fiscal Year 2024 Fixed Route ridership has increased by 7.6% compared to Fiscal Year 2023.



Year-to-Date Fiscal Year 2024 NeighborLink ridership has increased by 4.0% compared to Fiscal Year 2023.



Year-to-Date Fiscal Year 2024 ACCESS LYNX ridership has increased by 21.9% compared to Fiscal Year 2023.



Year-to-Date Fiscal Year 2024 Vanpool ridership has increased by 1.1% compared to Fiscal Year 2023.





## July 2024 Service Performance Report

### FIXED ROUTE AND LYMMO MONTHLY PERFORMANCE DATA

Fixed Route - Modal Performance Data - Fiscal Year 2024									
Month	Ridership	Passengers per Trip	On-Time Performance	Farebox Recovery	NTD Reportable Accidents	Total Trips Scheduled	% of Trips Operated	Fleet Availability	On-Time Preventative Maintenance
Oct	1,550,580	17	59%	14%	10	90,603	98%	224	83%
Nov	1,455,339	17	60%	10%	10	87,373	98%	199	97%
Dec	1,439,194	17	62%	13%	9	88,578	98%	195	56%
Jan	1,501,160	17	69%	11%	10	90,587	99%	193	96%
Feb	1,516,805	18	65%	14%	7	85,581	98%	203	94%
Mar	1,548,560	17	66%	15%	5	90,024	99%	206	75%
Apr	1,580,459	18	66%	12%	3	89,663	99%	203	100%
May	1,591,175	17	66%	15%	8	93,081	99%	204	99%
Jun	1,414,631	16	67%	12%	7	89,250	99%	221	97%
Jul	1,470,976	16	67%	13%	7	93,081	98%	219	94%
Aug									
Sep									
<b>YTD</b>	<b>15,068,879</b>	<b>17</b>	<b>65%</b>	<b>13%</b>	<b>76</b>	<b>897,821</b>	<b>98%</b>	<b>206.7</b>	<b>89%</b>

LYMMO - Modal Performance Data - Fiscal Year 2024								
Month	Ridership	Passengers per Trip	On-Time Performance	NTD Reportable Accidents	Total Trips Scheduled	% of Trips Operated	Fleet Availability	On-Time Preventative Maintenance
Oct	37,109	5	65%	1	7,128	95%	14	83%
Nov	36,094	5	66%	0	6,867	97%	8	97%
Dec	32,686	5	65%	0	6,914	97%	8	56%
Jan	31,816	5	72%	0	7,128	98%	10	96%
Feb	34,117	5	71%	0	6,713	98%	9	94%
Mar	36,484	5	71%	0	7,021	98%	8	75%
Apr	34,667	5	69%	0	6,974	98%	8	100%
May	36,284	5	65%	0	7,128	98%	6	100%
Jun	36,942	6	68%	0	6,760	98%	1	0%
Jul	43,778	7	67%	0	7,128	94%	0	0%
Aug								
Sep								
<b>YTD</b>	<b>359,977</b>	<b>5</b>	<b>68%</b>	<b>1</b>	<b>69,761</b>	<b>97%</b>	<b>7.2</b>	<b>70%</b>





July 2024 Service Performance Report

**NEIGHBORLINK AND ACCESS LYNX MONTHLY PERFORMANCE DATA**

NeighborLink - Modal Performance Data - Fiscal Year 2024						
Month	Ridership	On-Time Performance	Collected Fares	NTD Reportable Accidents	Fleet Availability	On-Time Preventative Maintenance
Oct	8,680	100%	100%	0	15	100%
Nov	7,221	100%	100%	0	15	100%
Dec	6,982	100%	100%	0	14	100%
Jan	7,775	100%	100%	0	14	100%
Feb	8,370	100%	100%	0	14	100%
Mar	8,463	100%	100%	0	14	80%
Apr	9,346	100%	100%	0	15	100%
May	9,093	100%	100%	0	14	100%
Jun	8,500	100%	100%	0	14	100%
Jul	8,558	100%	100%	0	14	88%
Aug						
Sep						
<b>YTD</b>	<b>82,988</b>	<b>100%</b>	<b>100%</b>	<b>0</b>	<b>14</b>	<b>97%</b>

ACCESS LYNX - Modal Performance Data - Fiscal Year 2024						
Month	Ridership	On-Time Performance	Collected Fares	NTD Reportable Accidents	Fleet Availability	On-Time Preventative Maintenance
Oct	60,701	87%	94%	1	148	77%
Nov	62,947	91%	95%	0	153	77%
Dec	61,774	90%	99%	0	157	77%
Jan	62,973	93%	99%	0	160	80%
Feb	63,588	91%	99%	1	161	79%
Mar	65,829	91%	99%	4	161	75%
Apr	69,031	92%	99%	2	155	75%
May	69,618	90%	99%	0	155	69%
Jun	63,068	93%	99%	1	145	82%
Jul	61,281	NO DATA	NO DATA	2	NO DATA	NO DATA
Aug						
Sep						
<b>YTD</b>	<b>640,810</b>	<b>90.89%</b>	<b>98.00%</b>	<b>11</b>	<b>155</b>	<b>77%</b>



## July 2024 Service Performance Report

### GLOSSARY

#### Definitions of Metrics Used on the Monthly Performance Data Sheets

**Ridership** – The number of trips taken by people using a public transportation system in a given time period.

**Passengers per Trip** – The average number of passengers who ride on a revenue trip.

**On-Time Performance** – Refers to the level of success of the service operating according to the published schedule (LYNX defines a bus as on-time if it falls within 0 minutes early to five (5) minutes late of the published schedule).

**Farebox Recovery** – The percent of a trip’s operating costs recovered through passenger fares.

**National Transit Database (NTD) Reportable Accidents** – A safety or security event occurring on transit right-of-way or infrastructure, at a transit revenue facility, at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one or more of the following conditions:

- A fatality confirmed within 30 days of the event
- An injury requiring immediate medical attention away from the scene for one or more person
- Property damage equal to or exceeding \$25,000
- Collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit roadway vehicle
- An evacuation for life safety reasons

**Complaints per 100,000 Miles** – Total number of complaints received based off of every 100,000 vehicle miles.

**Total Trips Scheduled** – Number of vehicle revenue trips scheduled to operate for the month.

**Percentage of Scheduled Trips Operated** – Percentage of the total of the revenue trips that were actually operated for the month compared to the number that were scheduled to operate.

**Fleet Availability** – Shows the extent to which the bus vehicle fleet is available for revenue-earning work.

**Preventative Maintenance Completed On Time** – Percentage of the total number of scheduled preventive maintenance inspections that were completed on time.

**Collected Fares** – Percentage of fares collected from passengers to use the service.