

LYNX Board Agenda


Meeting Date: 9/28/2023
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 8.24.23

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. Award Contracts

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


Pg 9

B. Extension of Contracts


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

Pg 11


C. Miscellaneous

- i.  Authorization to Negotiate and Award Contract #24-C21 to Palmdale Oil Industries for Fuel Delivery of Ultra Low Sulfur Diesel Through FY2024

Pg 13

- ii.  Authorization to Negotiate and Award Contract #24-C22 to Mansfield Oil Co. for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2024

Pg 15

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


Pg 17

- iv.  Authorization to Purchase Seven (7) Mobility Buses for 5310 Sub-Recipients

Pg 19

- v.  Authorization to Purchase Up to Seventy (70) Replacement Vehicles for ACCESS LYNX Paratransit Services

Pg 21















- vi.  Authorization to Exercise Option Terms on Piggybacking Agreement from Orange County Contract #Y19-1032 for Healthcare Benefits Consultant Services

Pg 23

















- vii.  Authorization to Update the Employee Leave Benefits Policy

Pg 25






-Attachments 

- viii.  Authorization to Amend the LYNX Defined Contribution Plan for BU Employees Governing Plan Document and Adoption of Resolution No. 23-007 Pg 29
 - Attachments    
- ix.  Authorization to Amend the LYNX Money Purchase Plan Governing Plan Document and Adoption of Resolution No. 23-008 Pg 43
 - Attachments  
- x.  Authorization to Transfer Twenty-Five (25) Computers to The Christian Tech Center Ministries, Inc. Pg 53
- xi.  Authorization to Dispose of Items Accumulated Through the Lost and Found Process Pg 56
- xii.  Authorization to Auction Surplus Capital Items Pg 58
 - Attachments 
- xiii.  Authorization to Initiate Public Outreach for Fiscal Year 2024 Proposed Service Changes Pg 82
- xiv.  Authorization for LYNX Insurance Broker to Negotiate and Bind Coverage for the PGIT Package Renewal, Standalone Public Officials and Cyber Liability Policies Pg 84

7. Action Agenda

- A.  Approval of the FY2024 Proposed Operating and Capital Budgets Pg 86
 - Attachments  
- B.  Authorization to Enter into the FY2024 Service Funding Agreements with the Regional Funding Partners Pg 114
 - Attachments   
- C.  Authorization to Enter into the FY2024 Service Funding Agreements with the Municipal Funding Partners Pg 200
 - Attachments   
- D.  Authorization to Enter into the FY2024 Bus Service Agreements Pg 262
 - Attachments    

8. Information Items

- A.  Notification of Settlement Agreements Pursuant to Administrative Rule 6 Pg 325
- B.  Notification of Sole Source Procurements Pursuant to Administrative Rule 4 Pg 327
 - Attachments  
- C.  Quarterly Service Recognition Pg 332

9. Monthly Reports

- A.  Communications Report - August 2023 Pg 334

- B.  Monthly Financial Report - June 2023 Pg 341
 -Attachments 

- C.  Paratransit Monthly Report - August 2023 Pg 343
 -Attachments 

- D.  Ridership Report - July 2023 Pg 351
 -Attachments 

10. Other Business

11. 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, 2nd Floor
Orlando, FL 32801

DATE: August 24, 2023

TIME: 1:00 p.m.

Members in Attendance:

Jerry Demings, Mayor, Orange County, Chair

Viviana Janer, Commissioner, Osceola County BoCC, Vice-Chair

Buddy Dyer, Mayor, City of Orlando

John Tyler, Secretary, Florida Department of Transportation – District 5, Secretary

1. Call to Order

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

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

2. Approval of Minutes

Commissioner Janer moved to approve the Board of Directors meeting minutes of July 27, 2023. Seconded by Secretary Tyler. The minutes were unanimously approved as presented.

3. Public Comments

Joanne Counelis – Lake Mary, FL

Ms. Counelis would like to see bus 45 at South Country Club Road. With buses running on Sundays, holidays, and every fifteen minutes. She also does not like the reduction of bus 46.

4. Chief Executive Officer's Report

Tiffany Homler Hawkins, Chief Executive Officer, reported that two significant items on the agenda are the agreements with both unions.

Mayor Demings helped to unveil the annual public service bus. Eight non-profits are chosen to be showcased for one year on the bus.

The Swan autonomous shuttle started on Sunday. The shuttle runs in the Lymm lanes around Creative Village. This project is to test autonomous vehicles in an urban environment. There will be a report back to the Board and the Federal Transit Administration.

The Federal Transit Administration Triennial evaluation wraps up next week. The results will be shared with the Board next month.

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 27, 2023, Oversight meeting.

Amanda Clavijo, Chair of the Finance & Audit Committee, gave a report on the August 17, 2023 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.

The Committee received presentations on the fiscal year 2024 Operating and Capital budgets, and the third quarter Operating results. There was also an update on the Southern Operations base project.

6. Consent Agenda:

Chair Demings 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 Architectural and Engineering Services to Support Existing Contracts

B. Award Contracts

- i. Authorization to Negotiate and Award a Contract to HR Law, P.A. and Jones, Hurley & Hand, P.A. for Workers' Compensation Legal Services

C. Extension of Contracts

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

D. Miscellaneous

- i. Authorization to Increase the Not to Exceed Amount for Contract #23-C72 for the Renovation of the Tool Crib at LOC A and the Wellness Center at LOC B to Include Project Contingency

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

7. Action Agenda

A. Authorization to Submit the Fiscal Year 2024 Transit Development Plan Annual Update to the Florida Department of Transportation

Mayor Demings recognized Myles O’Keefe, Manager of Strategic Planning, to make the presentation. Mr. O’Keefe stated that a minor update is required annually, and a major update is required every five years, to qualify for public transit block grants. This update identifies needs, addresses critical service-related issues, lists past year’s accomplishments, revises financial forecasts, and updates the list of projects.

Plan goals emphasize passengers, employees, and overall operations of the agency. NeighborLink has been emphasized this year with restructuring and a new route added. Customer experience was enhanced by a new customer service and reservations phone system, twenty-five new CNG buses, six new battery electric buses and a start to upgrade the fare payment system.

The TDP will be submitted to FDOT by September 1, 2023 with potential acceptance by FDOT in Fall 2023.

Commissioner Janer made a motion for Authorization to Submit the Fiscal Year 2024 Transit Development Plan Annual Update to the Florida Department of Transportation. Second by Mayor Dyer. Motion passed unanimously with Secretary Tyler abstaining.

B. Authorization to Approve the Labor Agreement Between LYNX and Amalgamated Transit Union AFL-CIO Local Chapter 1749 From October 1, 2023 Through September 30, 2026

Ms. Homler-Hawkins stated that tentative agreements have been made with both unions. The negotiating team was recognized and included Carrie Sarver, Senior in-house counsel, Terri Settington, Director of Human Resources, Lenny Antmann, Chief Financial Officer, and Jay Seegers, counsel from Baker-Hostetler.

The contracts had not been cleaned up in over ten years. These are three-year agreements, with no re-openers.

Commissioner Janer made a motion for Authorization to Approve the Labor Agreement Between LYNX and Amalgamated Transit Union AFL-CIO Local Chapter 1749 From October 1, 2023 Through September 30, 2026. Second by Mayor Dyer. Motion passed unanimously.

- C. Authorization to Approve the Labor Agreement Between LYNX and Amalgamated Transit Union AFL-CIO Local Chapter 1596 From October 1, 2023 Through September 30, 2026

Mayor Dyer made a motion for Authorization to Approve the Labor Agreement Between LYNX and Amalgamated Transit Union AFL-CIO Local Chapter 1596 From October 1, 2023 Through September 30, 2026. Second by Commissioner Janer. Motion passed unanimously.

8. Work Session

- A. Work Session on FY2024 Operating and Capital Budgets

Mayor Demings recognized Lenny Antmann, Chief Financial Officer, to make the presentation. Mr. Antmann stated that funding partner contributions are based on the approved Regional Funding Model. There will be no fare increases, and Fixed-route ridership is projected at seventy-five percent of pre-COVID levels, and Paratransit at ninety-five percent of pre-COVID levels.

Staffing increases are related to the NeighborLink transition. The fuel hedging program will continue to stabilize the costs of diesel, unleaded fuel, and compressed natural gas (CNG). Seventy-five percent of the fleet will be low/no emission vehicles in FY2024.

As budget stabilization funds are utilized, and interest rates decline, the revenue from interest income will be lower than the previous year. The reduction in Federal Revenue is due to the census indication that rural routes have decreased materially, and the government will no longer provide assistance for rural routes. Health insurance costs have increased tremendously, which raises the cost for staffing, wages, and fringe benefits. The Leases and Miscellaneous line item has increased due to moving software that was company-owned licenses to software as a service and transitioning to Cloud-based software.

Key Capital Budget assumptions include: Fleet replacement will provide safe and reliable service, facility improvements, Pine Hills Transfer Center construction, and land acquisition for a Southern Operations base. The increase in Capital expenditures is due to carry-over projects. Vehicles are taking longer to acquire, and the funds set aside for the Southern Operations base are carrying over.

Mayor Demings asked for the daily average ridership numbers. Mr. Antmann stated that daily fixed-route ridership is between 74,000-77,000 trips. Paratransit is between 50,000-53,000 trips per month.

9. Information Items

There were three 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

10. Monthly Reports

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

- A. Communications Report – July 2023
- B. Monthly Financial Report – May 2023
- C. Paratransit Monthly Report – July 2023
- D. Ridership Report – June 2023

11. Other Business

No other business was discussed.

12. Adjourned:

The meeting adjourned at 1:38 p.m.

Certification of Minutes:

I certify that the foregoing minutes of the August 24, 2023 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: Leonard Antmann
Chief Financial Officer
Jeffrey Reine
(Technical Contact)

Phone: 407.841.2279 ext: 6125

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.B. i

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6169

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

On September 24, 2020, the LYNX Board of Directors approved the award of contract #20-C72 to ADARide.com, LLC to perform functional assessments and travel training. The contract was executed for a total of five years; beginning December 1, 2020, to December 1, 2023, with two (2) one (1) year renewal options.

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

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

LYNX ard Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. i

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

On July 11, 2023 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded. The bids were due back on August 31, 2023, with eight (8) suppliers' submitted bids received.

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

This is a contract to supply the services on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of 1.5 million gallons Ultra Low Sulfur Diesel (ULSD).

LYNX Board Agenda

The bid results were tabulated as follows:

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. 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 #24-C22 to Mansfield Oil Co. for Fuel Delivery of 87 Octane Unleaded Gasoline Through FY2024

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

On July 11, 2023 LYNX staff released an Invitation for Bid (IFB) for the delivery of Ultra Low Sulfur Diesel and 87 Octane Unleaded. The bids were due back on August 31, 2023, with seven (7) suppliers' submitted bids received.

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

This is a contract to supply the services on an as-needed basis. LYNX shall not be obligated to purchase any minimum quantity of fuel. LYNX averages an annual fuel consumption of 1.3 million gallons 87 Octane Unleaded gasoline.

LYNX Board Agenda

The bid results were tabulated as follows:

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

The ordinal ranking for the 87 Octane Unleaded gasoline bidders:

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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.
EduMatics Inc.	Special Hearts Farm, Inc
Meals on Wheels, Etc., Inc.	The Evangelical Lutheran Good Samaritan Society-Kissimmee Village
Florida Mentor Health Care LLC	The Opportunity Center, Inc.
Osceola County Council on Aging, Inc.	Elquanah Group Homes
Pachot Group Home Inc	Life Concepts, Inc d.b.a. Quest, Inc.

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. iv

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6064

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

LYNX Board Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. v

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6169

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

LYNX Board Agenda

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

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

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. vi

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. vii

To: LYNX Board of Directors

From: Terri Setterington
Director Of Human Resources
Terri Setterington
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Authorization to Update the Employee Leave Benefits Policy

Date: 9/28/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to update the Employee Leave Benefits Policy (Policy).

BACKGROUND:

This Policy is established in accordance with the Authority's Administrative Rule 3 which governs Human Resources. With respect to Authority employees who hold positions represented by the Amalgamated Transit Union (Local Chapter 1596 or Local Chapter 1749), the Authority's Administrative Rules and Policies shall control the terms and conditions of employment. To the extent the Collective Bargaining Agreement ("CBA") conflicts with the Administrative Rules and Policies, the CBA shall control.

It is necessary to review and update policies and/or procedures from time to time. This Policy has been created to update and consolidate several current policies and/or procedures as well as reflect regulatory changes. It is also created to reflect recent changes made during collective bargaining and to keep administrative employees in line with those changes.

A summary of the modifications is attached as Exhibit "A".

LYNX Board Agenda

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The majority of the changes have no fiscal impact, however the additional holiday is estimated to be a minimal impact to the budget and will be offset by reductions in other expenses or increased revenue.

Exhibit “A”

Leave Type	Change Proposed	Is the Result of Collective Bargaining?
Leave of Absence	Currently Administrative employees do not have a written Leave of Absence (LOA) policy. This Policy is implementing the ability for the administrative employees to take a 30-day unpaid leave of absence only after exhausting all other paid time off. An employee must be employed with the Authority for six (6) months to be eligible for an LOA. No benefits will accrue during the LOA.	No. This brings Administrative Staff and ATU 1749 in line with what had previously been negotiated with ATU 1596 in their prior Collective Bargaining Agreement.
Administrative Leave	The number of administrative days allocated remains the same. This Policy adds a requirement that the employee must have worked 1200 hours in the previous year to be eligible for the leave and removes the Department Head discretion to approve the leave.	No. This change clarifies the eligibility requirement and removes ambiguity that has created inconsistent application of the Policy.
Domestic Violence Leave	Pursuant to Florida law, employees are allowed to take up to 3 days of unpaid leave in any 12 month period if the employee, or a family or household member of the employee, is the victim of domestic violence. The employee must have been employed for 3 months or longer with the Authority	No. This law was passed by the Florida Legislature in 2007 and this change will incorporate the domestic violence leave requirement for Employers into our Policy.
Vacation Policy	As a recruitment tool, the Policy provides for the CEO to have the discretion to negotiate a different schedule of vacation days for appointed positions. It also allows for employees to elect to receive up to 40 hours of pay in lieu of taking time off. This is in an effort to minimize the need for the Authority to pay employees for overtime. Finally, the Policy reduces the employee notification time period for the request to 2 weeks.	No. While the Unions have had this benefit for many years, this change codifies what has been the practice for Administrative employees since 2020.

Holiday Policy	Adds Juneteenth as an observed holiday. Also adds the requirement that in order for an employee to be eligible for holiday pay, an employee must turn in a doctor's note if they call out sick on a holiday that they are scheduled to work.	Yes
Sick Leave	The Policy lowers the number of hours needed for an employee to request a cash out of up to 96 hours of sick leave from 480 to 300 hours. This is in an effort to minimize the need for the Authority to pay employees for overtime. It also incorporates the sick payout Policy that is currently in place in the Employee Pawbook Manual for retirement employees.	Yes
Family Medical Leave Act (FMLA)	Allows for employees to utilize sick leave first and then vacation leave for FMLA purposes. The current Policy allows for sick leave to be utilized and then vacation leave only if the leave is for the employee. This change would now allow for it to be the same for a family member.	Yes
Bereavement Leave	Allows for an employee to take up to 5 days for Bereavement Leave. The current Policy allows for up to 3 days. It now includes brother-in-law, sister-in-law, uncle and aunt to the definition of immediate family. These changes will keep administrative employees consistent with the changes made during collective bargaining for the Union employees.	Yes

LYNX Board Agenda

Consent Agenda Item #6.C. viii

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

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

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

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

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

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

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

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

LYNX Board Agenda

has recommended to LYNX and the Union that the Plan amendment to the forfeiture provisions be adopted to resolve the Plan forfeiture administration issue.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

CFRTA RESOLUTION NO. 23-007

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

CFRTA RESOLUTION NO. 23-007

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

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

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chair

ATTEST:

Secretary

Kershner, Carolyn (Ptrn-Ftl)

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

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

Carolyn

Carolyn M. Kershner

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

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

[External to Akerman]

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

Sent from my iPhone

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

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

Hi Jay,

Hope you're well.

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

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

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

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

Below is the email string with Voya about this subject.

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

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

Thank you,

Carolyn

Carolyn M. Kershner

Partner

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

D: 954 759 8940

carolyn.kershner@akerman.com

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

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

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

Cc: BAnderson@golynx.com

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

[External to Akerman]

Hi Carolyn,

Yes, that is correct.

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

Please include Voya Plan number on subject line of all emails

Thank you,

Devon Briggs

Plan Manager

Voya Financial®

One Orange Way Windsor, CT 06095

Tel: 860-907-8344 Fax: 800.643.8143

Email: Devon.Briggs@voya.com

<http://voya.com>

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

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

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

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

Hi Keista,

Thank you to you and Devon for your time today.

Following up on our call:

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

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

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

Thanks again,

Carolyn

Carolyn M. Kershner

Partner

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

D: 954 759 8940

carolyn.kershner@akerman.com

[vCard](#) | [Profile](#)

akerman

700+ Lawyers

24 Offices

akerman.com

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

----- NOTICE: The information contained in this electronic mail message is confidential and intended only for certain recipients. If you are not an intended recipient, you are hereby notified that any disclosure, reproduction, distribution or other use of this communication and any attachments is strictly prohibited. If you have received this communication in error, please notify the sender by reply transmission and delete the message without copying or disclosing it.

=====
=====

This email is intended only for the use of the party to which it is addressed and may contain information that is privileged, confidential, or protected by law. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this email or its contents is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

Any tax advice in this email is for information purposes only. The content of this email is limited to the matters specifically addressed herein and may not contain a full description of all relevant facts or a complete analysis of all relevant issues or authorities.

Internet communications are not assured to be secure or clear of inaccuracies as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions that are present in this email, or any attachment, that have arisen as a result of e-mail transmission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Sick leave
2. Vacation leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1. vesting purposes
- 2. eligibility purposes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forfeitures will be (select one):

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

The Employer executes this Amendment on the date specified below.

Central Florida Regional Transportation Authority d/b/a LYNX

Date: _____

By: _____

EMPLOYER

By: Tiffany Homler Hawkins, Chief Executive Officer

LYNX Board Agenda

Consent Agenda Item #6.C. ix

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

Staff has proposed that the Plan be amended to increase the employer nonelective contribution from 6% to 7% of eligible pay. Staff has also proposed that the Plan be amended to increase the employer matching contribution rate from 50% to 100%, such that the maximum possible employer matching contribution would be equal to 3% of eligible pay (this is 100% of 3%). Thus, under the proposal, the combined maximum total employer contribution would increase from 7.5% to 10% of eligible pay (7% nonelective plus 3% match).¹

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

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

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

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

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

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

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

LYNX Board Agenda

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

CFRTA RESOLUTION NO. 23-008

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

CFRTA RESOLUTION NO. 23-008

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

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

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chair

ATTEST:

Secretary

AMENDMENT NUMBER TWO TO THE LYNX MONEY PURCHASE PLAN

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

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

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

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

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

Classification A will consist of _____

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

Classification B will consist of _____

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

Classification C will consist of _____

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

Classification D will consist of _____

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

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

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

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

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

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

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

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

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

1. Sick leave
2. Vacation leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. vesting purposes
2. eligibility purposes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forfeitures will be (select one):

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

The Employer executes this Amendment on the date specified below.

Central Florida Regional Transportation Authority d/b/a LYNX

Date: _____

By: _____

EMPLOYER

By: Tiffany Homler Hawkins, Chief Executive Officer

LYNX Board Agenda

Consent Agenda Item #6.C. x

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

Asset Profile

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

LYNX Board Agenda

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. xi

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 Dispose of Items Accumulated Through the Lost and Found Process

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

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

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

LYNX Board Agenda

Lost and Found Articles Items to Donate or Auction

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. xii

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: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

It is LYNX's policy to hold a quarterly auction to dispose of Board approved surplus and obsolete items. Prior to being auctioned, all electronic devices are deleted or erased of personal data. Electronic devices which cannot be deleted or erased are recycled and shredded in accordance with all local, state and federal regulations.

This year's auction is scheduled for May 2023. The following surplus items require authorization for retirement and disposal at the public auction pursuant to Administrative Rule 4.16.2.A:

Other Vehicles

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

- There are 2 Other Vehicles that have reached the end of their useful life and exceed the FTA mileage requirement.

Revenue Vehicles:

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

LYNX ard Agenda

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

Surplus Equipment:

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

All items are listed in the attached Exhibit “A”.

Categorical Totals

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

No DBE participation goal is applicable for this activity.

FISCAL IMPACT:

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

Exhibit "A"

Sys No	Co Asset No	Description	Class	Acquisition Date	Est Life	Acquisition Value	Net Book Value
013415	28-310	35' LF BRT Hybrid - G30B102N4	RV	09/14/10	9	\$ 570,928	0
		Subtotal Revenue Vehicles				\$ 570,928	0
Sys No	Co Asset No	Description	Class	Acquisition Date	Est Life	Acquisition Value	Net Book Value
017948	41584	CHEVY TRAVERSE 7 PASSENGER 2015	OV	09/29/14	4	\$27,480	0
017949	41589	CHEVY TRAVERSE 7 PASSENGER 2015	OV	09/29/14	4	\$27,480	0
		Subtotal Support Vehicles				\$54,960	0
Sys No	Co Asset No	Description	Class	Acquisition Date	Est Life	Acquisition Value	Net Book Value
009822	6813	Compact Flash Reader S8500 Sys	CE	11/8/2004	5	\$ 225	0
012946	9136	HP T1100 Plotter with Warranty	CE	2/16/2009	5	\$ 6,438	0
013394	9369	Samsung 46 LCD TV	CE	6/28/2010	5	\$ 1,043	0
013396	9371	SAMSUNG 46 LCD TV	CE	6/28/2010	5	\$ 1,043	0
013397	9372	SAMSUNG 46 LCD TV	CE	6/28/2010	5	\$ 1,043	0
013778	9681	Panasonic Toughbook CF31	CE	5/31/2011	5	\$ 3,393	0
016255	7683	BBX Unit Supervisor / Non Revenue Unit	CE	4/17/2013	5	\$ 1,049	0
005956	2800	JOINTER MACHINERY 6 INCH	FE	6/14/2001	3	\$ 621	0
005957	2801	PLANER MACHINERY 15 INCH	FE	6/14/2001	3	\$ 1,141	0
005959	2803	DUST COLLECTOR MACHINERY-4 HP	FE	6/14/2001	3	\$ 1,042	0
008654	4279	TV PLASMA PANASONIC 42"	FE	1/19/2005	5	\$ 2,910	0
008932	4722	Saw-Tile 10"	FE	2/21/2005	5	\$ 829	0
009197	4998	MOBILE LIFT SYSTEM, STERIL-KONI 1072	FE	7/20/2005	5	\$ 6,250	0
010183		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010184		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010185		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010186		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010187		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010188		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010189		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010190		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010191		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010192		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010193		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010194		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010195		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010196		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010197		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010198		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0

010295		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010296		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010297		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010298		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010299		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010300		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010301		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010302		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010303		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010304		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010305		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010306		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010307		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010308		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010309		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010310		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010311		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010312		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010313		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010314		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010315		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010316		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010317		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010318		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010319		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010320		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010321		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010322		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010323		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010324		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010325		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010326		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010327		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010328		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010329		Camera #1 Gillig	FE	5/31/2006	5	\$ 202	0
010330		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010331		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010332		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010333		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010334		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010335		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010336		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010337		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010338		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010339		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010340		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010341		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010342		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0

010343		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010344		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010345		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010346		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010347		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010348		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010349		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010350		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010351		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010352		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010353		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010354		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010355		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010356		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010357		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010358		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010359		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010360		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010361		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010362		Camera #1 Orion	FE	5/31/2006	5	\$ 192	0
010363		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010364		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010365		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010366		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010367		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010368		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010369		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010370		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010371		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010372		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010373		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010374		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010375		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010376		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010377		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010378		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010379		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010380		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010381		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010382		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010383		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010384		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010385		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010386		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010387		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010388		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010389		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010390		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0

010487		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010488		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010489		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010490		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010491		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010492		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010493		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010494		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010495		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010496		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010497		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010498		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010499		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010500		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010501		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010502		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010503		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010504		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010505		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010506		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010507		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010508		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010509		Camera #2 Gillig	FE	5/31/2006	5	\$ 221	0
010510		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010511		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010512		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010513		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010514		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010515		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010516		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010517		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010518		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010519		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010520		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010521		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010522		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010523		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010524		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010525		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010526		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010527		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010528		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010529		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010530		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010531		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010532		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010533		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010534		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0

010535		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010536		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010537		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010538		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010539		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010540		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010541		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010542		Camera #2 Orion	FE	5/31/2006	5	\$ 207	0
010543		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010544		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010545		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010546		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010547		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010548		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010549		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010550		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010551		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010552		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010553		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010554		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010555		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010556		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010557		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010558		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010559		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010560		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010561		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010562		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010563		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010564		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010565		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010566		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010567		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010568		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010569		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010570		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010571		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010572		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010573		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010574		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010575		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010576		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010577		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010578		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010579		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010580		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010581		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010582		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0

010679		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010680		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010681		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010682		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010683		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010684		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010685		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010686		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010687		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010688		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010689		Camera #3 Gillig	FE	5/31/2006	5	\$ 221	0
010690		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010691		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010692		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010693		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010694		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010695		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010696		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010697		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010698		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010699		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010700		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010701		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010702		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010703		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010704		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010705		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010706		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010707		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010708		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010709		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010710		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010711		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010712		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010713		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010714		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010715		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010716		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010717		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010718		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010719		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010720		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010721		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010722		Camera #3 Orion	FE	5/31/2006	5	\$ 231	0
010723		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010724		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010725		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0
010726		Camera #4 Gillig	FE	5/31/2006	5	\$ 274	0

010871		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010872		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010873		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010874		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010875		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010876		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010877		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010878		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010879		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010880		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010881		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010882		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010883		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010884		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010885		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010886		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010887		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010888		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010889		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010890		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010891		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010892		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010893		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010894		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010895		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010896		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010897		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010898		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010899		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010900		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010901		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
010902		Camera #4 Orion	FE	5/31/2006	5	\$ 269	0
011835	571-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011836	573-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011837	574-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011838	592-1	Camera #1 Gillig	FE	10/1/2006	5	\$ 202	0
011839	571-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011840	572-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011841	573-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011842	591-2	Camera #2 Gillig	FE	10/1/2006	5	\$ 221	0
011843	356-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011844	461-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011845	504-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011846	571-3	Camera #3 Gillig	FE	10/1/2006	5	\$ 221	0
011847	571-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011848	572-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011849	573-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011850	591-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0

011851	592-4	Camera #4 Gillig	FE	10/1/2006	5	\$ 274	0
011852	429-1	Camera #1 Orion	FE	10/1/2006	5	\$ 192	0
011853	572-1	Camera #1 Orion	FE	10/1/2006	5	\$ 192	0
011854	330-2	Camera #2 Orion	FE	10/1/2006	5	\$ 207	0
011855	413-2	Camera #2 Orion	FE	10/1/2006	5	\$ 207	0
011856	509-2	Camera #2 Orion	FE	10/1/2006	5	\$ 207	0
011857	572-3	Camera #3 Orion	FE	10/1/2006	13	\$ 983	0
011858	591-3	Camera #3 Orion	FE	10/1/2006	5	\$ 231	0
011859	592-3	Camera #3 Orion	FE	10/1/2006	5	\$ 231	0
011860	413-4	Camera #4 Orion	FE	10/1/2006	5	\$ 269	0
012149	7831	Refrigerator -Whirlpool 25.3 Cu. Ft.	FE	9/30/2007	5	\$ 948	0
012383	8814	Vizio 37" TV	FE	5/31/2008	5	\$ 849	0
014704	11820	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014705	11831	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014706	11823	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014707	11842	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014708	11838	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014709	11824	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014710	11848	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014711	11841	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014715	11840	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014716	11830	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014718	11850	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014722	11819	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014723	11818	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014733	9847	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014746	11770	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014749	11735	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,809	0
014752	11765	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014753	11782	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014754	11342	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014755	11746	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014756	11797	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0

014758	11774	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014760	11349	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014761	11417	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014762	11796	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014764	11322	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014765	11263	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014766	11748	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014768	11773	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014769	11795	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014770	11739	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014771	11369	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014773	11771	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014774	11766	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014775	11743	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014776	11788	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014777	11319	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014779	11776	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014780	11331	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014782	11321	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014783	11777	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014784	11747	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014785	11359	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014786	11745	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014788	11266	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014789	11410	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014791	11786	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014793	11395	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014796	11329	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0

014797	11790	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014798	11412	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014801	11793	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014802	11265	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014803	11317	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014804	11383	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014805	11311	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014806	11315	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014809	11270	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014816	11341	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014818	9909	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014819	11308	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014823	11753	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014831	11754	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014836	11304	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014839	9708	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014842	11293	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014846	9789	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014847	11756	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014849	11287	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014857	10588	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014859	11758	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014862	11361	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014868	11371	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014870	11298	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014872	11272	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014875	11737	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014877	9734	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0

014879	9838	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014882	11769	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014883	9552	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014885	11779	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014888	9853	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014893	11761	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014903	9732	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014904	11781	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
014908	9757	SEON TROOPER TL4 - Video System Upgrade	FE	4/29/2012	5	\$ 5,356	0
015317	10554	DR600 Digital Recorder	FE	12/3/2012	5	\$ 6,838	0
015319	10556	DR 600 Digital Recorder	FE	12/3/2012	5	\$ 6,838	0
015325	10562	DR600 Digital Recorder	FE	12/3/2012	5	\$ 6,838	0
015532	10760	I PAD Mini WI-FI	FE	4/23/2013	5	\$ 447	0
015534	10762	IPAD MINI	FE	4/22/2013	5	\$ 447	0
016345	11158	SEON VIDEO SYSTEM	FE	8/22/2013	5	\$ 7,605	0
016429	11239	SEON VIDEO RECORDER	FE	8/5/2013	5	\$ 7,402	0
016431	11240	DR600 DIGITAL RECORDER	FE	8/23/2013	5	\$ 6,838	0
016534	11444	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016537	11447	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016539	11449	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016541	11451	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016543	11453	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016547	11457	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016552	11462	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016553	11463	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016556	11466	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016561	11471	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016567	11477	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016572	11482	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016576	11486	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016585	11495	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016591	11501	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0

016597	11507	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016601	11511	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016606	11516	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016607	11517	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016610	11520	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016611	11521	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016612	11522	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016615	11525	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016616	11526	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016620	11530	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016624	11534	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	7	\$ 2,763	0
016626	11536	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016629	11539	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016635	11545	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016638	11548	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016644	11554	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016645	11555	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016652	11562	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016659	11569	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016665	11575	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016668	11578	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016678	11588	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016682	11592	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016688	11598	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016690	11600	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016693	11603	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016694	11604	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016722	11633	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0

016723	11634	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016724	11635	INTERNALDESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016726	11637	INTERNAL DESTINATION SIGN WITH WLAN	FE	9/12/2013	5	\$ 2,763	0
016772	11246	SEON VIDEO RECORDER WITH CAMERA	FE	9/30/2013	5	\$ 7,402	0
016992	11685	SEON VIDEO RECORDER WITH 8 CAMERAS	FE	10/31/2013	5	\$ 7,605	0
017209	11778	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017214	9785	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017238	11784	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017241	11791	SEON TROOPER TL4-VIDEO SYSTEM UPGRADE	FE	4/29/2012	5	\$ 5,356	0
017411	12100	SEON VIDEO RECORDER WITH 8 CAMERAS	FE	3/31/2014	5	\$ 6,838	0
017415	12105	SEON VIDEO RECORDER WITH 8 CAMERAS	FE	3/31/2014	5	\$ 6,838	0
018343	12775	Samsung Refrigerator-LOC Drivers Lounge	FE	12/1/2014	5	\$ 957	0
018344	12774	Samsung Refrigerator-LOC Drivers Lounge	FE	12/1/2014	5	\$ 957	0
018498	12922	RC-100 MASTER CLOCK	FE	2/17/2015	5	\$ 823	0
018603	12147	Dell Optiplex 9030	FE	6/30/2015	5	\$ 1,649	0
018604	12148	Dell Optiplex 9030	FE	6/30/2015	5	\$ 1,649	0
018605	12149	Dell Optiplex 9030	FE	6/30/2015	5	\$ 1,649	0
018879	13408	Dell Laptop Rugged 7404	FE	10/31/2015	5	\$ 4,719	0
019166	13771	Matrox Monarch HD	FE	1/21/2016	5	\$ 1,406	0
019191	13875	Lymmo LED Clock Sign	FE	1/26/2016	5	\$ 1,117	0
019228	13723	Dell E6540 Laptop	FE	2/24/2016	5	\$ 1,912	0
019259	13726	Dell E6540 Laptop	FE	3/3/2016	5	\$ 1,912	0
019455	14098	Waste Oil Drain Bucket-Blue	FE	8/15/2016	5	\$ 396	0
019457	14100	Waste Oil Drain Bucket-Blue	FE	8/15/2016	5	\$ 396	0
019769	14583	Dell 32inch Monitor	FE	12/19/2016	5	\$ 1,377	0
019770	14584	Dell 32inch Monitor	FE	12/19/2016	5	\$ 1,377	0
019859	14003	Dell Rugged Extreme laptop with Car Cradle	FE	1/3/2017	5	\$ 5,204	0
020635	15179	Monitor LOC Dispatch 32	FE	10/5/2017	5	\$ 2,202	0
021242	15563	Mini-Ipad w/Stand NL	FE	3/11/2019	3	\$ 690	0
12142	7804	Gator TS Utility Vehicle #131	FE	9/30/2007	5	\$6622	0
12143	7809	Gator TS Utility Vehicle #132	FE	9/30/2007	5	\$6622	0
12424	8498	GATOR TS TRAD SERIES UTILITY VEHICLE	FE	6/30/2008	5	\$6454	0
		Subtotal FFE				\$ 939,678	
		Grand Total				\$ 1,565,566	0

LYNX Board Agenda

Consent Agenda Item #6.C. xiii

To: LYNX Board of Directors

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

Phone: 407.841.2279 ext: 6036

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

Date: 9/28/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to initiate the public outreach and participation process for the proposed service changes scheduled to occur in Fiscal Year 2024.

BACKGROUND:

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

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

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

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:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Consent Agenda Item #6.C. xiv

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6125

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

Date: 9/28/2023

ACTION REQUESTED:

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

BACKGROUND:

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

LYNX Board Agenda

Coverage	Premium		Change		
	2023	2024	Exposure	Premium	Change
General Liability	\$91,037	\$102,359	5%	\$11,322	12%
Crime	\$1,481	\$1,844	10%	\$363	25%
Cyber	\$39,324	\$28,797	5%	(\$10,527)	-27%
Public Officials & Employment Practices	\$64,491	\$71,270	2%	\$6,779	11%
Auto Physical Damage	\$363,513	\$646,736	32%	\$283,223	78%
Road Ranger Liability	\$46,013	\$89,666	-38%	\$43,653	95%
Road Ranger Physical Damage	\$12,326	\$10,906	-41%	(\$1,420)	-12%
	\$618,185	\$951,578		\$333,393	54%

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Action Agenda Item #7.A

To: LYNX Board of Directors

From: Leonard Antmann
Chief Financial Officer
Michelle Daley
(Technical Contact)
Tony Deguzman
(Technical Contact)

Phone: 407.841.2279 ext: 6125

Item Name: Approval of the FY2024 Proposed Operating and Capital Budgets

Date: 9/28/2023

ACTION REQUESTED:

Staff is requesting the Board of Director's adoption of Resolution #23-009 approving the FY2024 Operating and Capital Budgets as presented.

BACKGROUND:

On March 9, 2023, staff presented a Preliminary Operating budget to LYNX Finance and Audit Committee for discussion and input. On April 20, 2023 LYNX staff presented a revised FY2023 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 27, 2023.

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

- Maintain 2023 level of service.
- Federal Preventative Maintenance revenue budgeted at board approved level of \$6.8 million.
- Budgeted for COVID protocols based on recent trends.
- Funding Partners contributions based on the approved Regional Funding Model.

OVERVIEW:

The FY2024 Proposed Operating Budget totals \$192,403,670 in revenues and expenses. The Proposed Operating Budget is funded by a combination of LYNX - generated revenue and

LYNX Board Agenda

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:

	PROPOSED	
		FY2024
REVENUES		
Customer fares	\$	18,367,662
Contract services		4,410,950
Advertising		2,605,000
Interest & Other income		1,480,000
Federal Revenue		12,703,583
State Revenue		14,572,756
Local Revenue		13,342,544
Local Revenue Funding Partner		91,991,691
Use of Budget Stabilization Funds		32,929,484
TOTAL REVENUE	\$	192,403,670

LYNX Board Agenda

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

	PROPOSED	
	<u>FY2024</u>	
EXPENSE		
Salaries, Wages & Fringe Benefits	\$	112,799,502
Other services		13,637,483
Fuel		14,087,408
Materials and supplies		10,196,129
Utilities		2,133,621
Casualty & Liability		4,618,716
Taxes and licenses		633,738
Purchased transportation services		30,686,488
Leases & Miscellaneous		3,177,386
GASB 87 Lease Expense		388,512
Interest Expense		44,687
TOTAL EXPENSE	\$	<u>192,403,670</u>

LYNX will utilize the regional funding model to allocate each jurisdiction's share of the costs of operations in FY2024.

The following chart shows the local funding breakdown:

	<u>Orange</u> <u>County</u>	<u>Osceola</u> <u>County</u>	<u>Seminole</u> <u>County</u>	<u>TOTAL</u>
Operating	\$ 69,041,652	\$ 11,533,044	\$ 11,416,995	\$ 91,991,691
Capital	<u>2,849,632</u>	<u>464,018</u>	<u>377,425</u>	<u>3,691,075</u>
Total	<u>\$ 71,891,284</u>	<u>\$ 11,997,062</u>	<u>\$ 11,794,420</u>	<u>\$ 95,682,766</u>

At the May 18, 2023 Finance and Audit Committee meeting, staff presented the FY2024 Preliminary Capital Budget in the total amount of \$134,100,650. Staff presented to the Oversight Committee meeting on May 25, 2023.

The FY2024 Capital Budget, will be presented to the Board of Directors for final consideration and approval at the September 28, 2023 board meeting.

LYNX Board Agenda

OVERVIEW:

The proposed Capital Budget for FY2024 is 134,100,650.

The capital budget is funded from a combination of federal, state and local sources, and includes items such as the planned purchase of replacement buses and vans, bus shelters, and the use of technology to assist in service delivery and improvements. The majority of the capital budget is funded through federal grants, the remainder comes from state and local sources.

The table below identifies capital expenditures by program:

		FY2024 PROPOSED
Vehicles	\$	61,182,931
Facilities		35,433,577
Passenger Amenities		26,815,508
Support		4,560,322
Technology		2,070,517
Security		2,037,733
LYMMO SGR		2,000,062
TOTAL	\$	<u>134,100,650</u>

The following are the details of each category:

- 1) Vehicles: include expansion and replacement vehicles for fixed-route, vanpool, paratransit services and support vehicles.
 - 1) (50) 40 Ft CNG Buses (25 - Carryover from FY23)
 - 2) (6) 35 Ft Electric Buses (6 - Carryover from FY23)
 - 3) (70) Paratransit Vehicles
 - 4) (2) 60 Ft Articulated Vehicles (2 - Carryover from FY23)
 - 5) Sub-recipient 5310 Vehicles
 - 6) Road Ranger, Vanpool and Support vehicles
- 2) Support equipment: includes maintenance equipment, road ranger equipment, marketing equipment and other equipment.
- 3) Passenger amenities: includes shelter installations, and Pine Hills Transfer Center construction.
- 4) Facilities: include funds to complete the LOC/LCS improvements. Site selection for the southern operations facility.

LYNX Board Agenda

- 5) Technology: includes items to improve communication and information delivery, network improvements, server replacements, software upgrades, and hardware upgrades.
- 6) Security: includes access control and cameras to enhance security and surveillance at LYNX facilities

CFRTA RESOLUTION NO. 23-009

A RESOLUTION OF THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY (d/b/a/ LYNX) AUTHORIZING THE ADOPTION OF THE FY2024 OPERATING AND CAPITAL BUDGETS.

WHEREAS, on March 9, 2023, LYNX staff presented the FY2024 Preliminary Operating Budget to the LYNX Finance and Audit Committee for discussion and input; and

WHEREAS, on April 20, 2023, LYNX staff presented a revised FY2024 Preliminary Operating Budget to the LYNX Finance and Audit Committee for approval; and

WHEREAS, on April 27, 2023, LYNX staff presented the FY2024 Preliminary Operating Budget to the LYNX Oversight Committee; and

WHEREAS, on May 25, 2023, 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 FY2024 Operating and Capital Budgets;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The LYNX Board of Directors has the authority and hereby adopts the FY2024 Operating and Capital Budgets.

APPROVED AND ADOPTED this 28th day of September 2023 by the Governing Board of the Central Florida Regional Transportation Authority.

CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: Governing Board

Chairman

ATTEST: _____
Assistant Secretary



FY2024 Proposed Operating & Capital Budget



Table of Contents

- ▶ **FY2024 Operating Budget**
- ▶ **FY2024 Capital Budget**
- ▶ **FY2024 Partner Funding**

FY2024 Operating Budget

KEY BUDGET ASSUMPTIONS

- Maintain FY 2023 level of service
- Federal Preventative Maintenance revenue budgeted at board approved level of \$6.8 million.
- Lines of business to be presented separately.
- Budget for COVID protocols to FY2023 trends.
- Funding Partners contributions based on the approved Regional Funding Model.

REVENUE BUDGET ASSUMPTIONS

- Customer Fares
 - No Fare Increases.
 - Project Fixed Route ridership at 75% of pre-COVID levels.
 - Project Paratransit ridership at 95% of pre-COVID levels.
- Federal Funding
 - Preventative Maintenance funding level at Board Approved \$6.8 million.
- State Funding
 - State Operating Assistance will be based latest FDOT projections.
- Advertising Revenue
 - Advertising revenue at the contract guarantee level.

EXPENSE BUDGET ASSUMPTIONS

- Wages and Benefits
 - Project wage increases consistent with Funding Partners and Board approved Union Labor Agreements.
 - The only staffing increases are related to NeighborLink transition.
 - Increased costs for Medical Expenses based on current trends.
 - Continued use of prescription drug rebate program to control costs.
- Fuel Costs
 - Continue the Fuel Hedging program to stabilize the costs of diesel, unleaded fuel, and compressed natural gas (CNG).
 - Continued investment in low/no emission vehicles to include electric and CNG.
 - In FY2024 it is projected 75% of the fleet will be low/no emission vehicles.

EXPENSE BUDGET ASSUMPTIONS

- Fixed Route, Paratransit, and NeighborLink Services
 - Provide route optimization in coordination with Operations.
 - Continue right sizing operational staff through service planning.
 - Continue focus on improving customer service through new technology
 - Control Paratransit trip growth focusing on eligibility and travel training for fixed route.
- Technology
 - Continued migration to cloud environment.
 - New ERP system for all financial functionality.

Budget Overview

	<u>PROPOSED FY2024</u>	<u>APPROVED FY2023</u>
Total Operating Revenues	\$ 192,403,670	\$ 182,615,821
Total Operating Expenses	<u>192,403,670</u>	<u>182,615,821</u>
Net Change in Position	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

All Lines of Business

	PROPOSED FY2024	APPROVED FY2023
REVENUES		
Customer fares	\$ 18,367,662	\$ 18,367,662
Contract services	4,410,950	4,434,073
Advertising	2,605,000	2,714,796
Interest & Other income	1,480,000	3,980,000
Federal Revenue	12,703,583	14,536,627
State Revenue	14,572,756	14,740,508
Local Revenue	13,342,544	12,246,355
Local Revenue Funding Partner	91,991,691	79,992,773
Use of Budget Stabilization Funds	32,929,484	31,603,027
TOTAL REVENUE	\$ <u>192,403,670</u>	\$ <u>182,615,821</u>

All Lines of Business

	PROPOSED FY2024	APPROVED FY2023
EXPENSE		
Salaries, Wages & Fringe Benefits	\$ 112,799,502	\$ 104,203,614
Other services	13,637,483	12,991,770
Fuel	14,087,408	14,508,025
Materials and supplies	10,196,129	10,084,010
Utilities	2,133,621	1,794,203
Casualty & Liability	4,618,716	4,661,099
Taxes and licenses	633,738	558,022
Purchased transportation services	30,686,488	31,587,576
Leases & Miscellaneous	3,177,386	1,794,302
GASB 87 Lease Expense	388,512	377,045
Interest Expense	44,687	56,155
TOTAL EXPENSE	\$ <u>192,403,670</u>	\$ <u>182,615,821</u>
NET CHANGE IN POSITION	\$ <u><u>0</u></u>	\$ <u><u>0</u></u>

FY2024 Capital Budget

KEY BUDGET ASSUMPTIONS

- ❑ Fleet replacement to provide safe and reliable service
- ❑ Facility improvements
 - HVAC Replacement – LOC & LCS
 - Window Replacement LCS
- ❑ Continue Shelter Program
- ❑ Construction of Pine Hills Transfer Center
- ❑ Southern Operations Land Acquisition
- ❑ Terminal C Intermodal Design



FY2024 PROPOSED CAPITAL BUDGET

OVERVIEW

	FY2024 PROPOSED	FY2023 APPROVED
Capital Contributions	\$ 134,100,650	\$ 102,398,400
Capital Expenditures	<u>134,100,650</u>	<u>102,398,400</u>
Total	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

FY2024 PROPOSED CAPITAL BUDGET

Budget by Category

	FY2024	FY2023
	PROPOSED	APPROVED
Vehicles	\$ 61,182,931	\$ 49,023,042
Facilities	35,433,577	27,490,099
Passenger Amenities	26,815,508	18,374,551
Support	4,560,322	2,797,949
Technology	2,070,517	1,908,660
Security	2,037,733	1,564,000
LYMMO SGR	2,000,062	1,240,099
TOTAL	\$ 134,100,650	\$ 102,398,400

FY2024 PROPOSED CAPITAL BUDGET

Budget by Sub - Category

Vehicles

	<u>QTY</u>	<u>PROPOSED FY24 BUDGET</u>
CNG Revenue Vehicles 40'	50	\$ 35,578,375
Paratransit Vehicles	70	10,500,000
Electric Vehicles	6	6,143,758
VanPool Vehicles	120	4,339,520
Articulated Vehicles 60'	2	2,171,934
Sub-Recipient Vehicles	10	1,000,000
NeighborLink Vehicles	3	375,000
Road Ranger Vehicles	2	215,400
Support Vehicles		858,944
		<u>\$ 61,182,931</u>

FY2024 PROPOSED CAPITAL BUDGET

Budget by Sub - Category

	PROPOSED FY24 BUDGET
<u>Facilities</u>	
Southern Ops Base	\$ 17,455,500
LOC/LCS Improvements	17,978,077
<i>Total Facilities</i>	<u>\$ 35,433,577</u>
<u>Passenger Amenities</u>	
Pine Hills Transfer Center	\$ 15,510,515
Shelter Program	10,794,993
Intermodal Design at Terminal C	510,000
<i>Total Passenger Amenities</i>	<u>\$ 26,815,508</u>

FY2024 PROPOSED CAPITAL BUDGET

Budget by Sub - Category

Support

Vehicle Maintenance Equipment

Other Support Equipment

Facility Maintenance Equipment

Training Equipment

Total Support

PROPOSED FY24 BUDGET

\$ 2,204,300

1,295,921

1,000,000

60,100

\$ 4,560,321

Security

Access Control

Cameras

Misc Tech

Total Security

PROPOSED FY24 BUDGET

\$ 1,204,177

813,288

31,445

\$ 2,048,910

FY2024 PROPOSED CAPITAL BUDGET

Budget by Sub - Category

	<u>PROPOSED FY24 BUDGET</u>
LYMMO (State of Good Repair)	<u>\$ 2,000,062</u>

	<u>PROPOSED FY24 BUDGET</u>
<u>Technology</u>	
Life Cycle Replacements	\$ 819,763
New Technologies	746,177
Software Upgrades	<u>504,577</u>
<i>Total Technology</i>	<u><u>\$ 2,070,517</u></u>

FY2024 PROPOSED CAPITAL BUDGET

Budget Funding

	FY2024 PROPOSED	FY2023 APPROVED
Federal	\$ 121,300,358	\$ 94,334,810
State	8,639,683	4,733,590
Local	4,160,609	3,330,000
	<u>\$ 134,100,650</u>	<u>\$ 102,398,400</u>

Partner Funding

Partner Funding

	<u>Proposed FY2024</u>	<u>Approved FY2023</u>
<u>Operating Contributions</u>		
Orange County	69,041,652	59,280,043
Osceola County	11,533,044	10,464,246
Seminole County	11,416,995	10,248,484
Total Operating	<u>91,991,691</u>	<u>79,992,773</u>
 <u>Capital Contributions</u>		
Orange County	2,849,632	2,833,556
Osceola County	464,018	417,228
Seminole County	377,425	376,712
Total Capital	<u>3,691,075</u>	<u>3,627,496</u>
 <u>Total Contributions</u>		
Orange County	71,891,284	62,113,599
Osceola County	11,997,062	10,881,474
Seminole County	11,794,420	10,625,196
Total Contributions	<u>95,682,766</u>	<u>83,620,269</u>

Questions?

LYNX Board Agenda

Action Agenda 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 FY2024 Service Funding Agreements with the Regional Funding Partners

Date: 9/28/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Regional Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2024 Budget.

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

BACKGROUND:

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

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

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

LYNX Board Agenda

The funding partner agreement for FY2024 contains the following:

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Exhibit "C"

Schedule Listing of LYNX Funding Partners

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 1, 2022 (the “Prior Fiscal Year Funding Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits and Addenda.

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

"Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2023 and ending on September 30, 2024.

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2024 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

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

By: _____
Deputy Clerk

Print Name

FUNDING PARTNER:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

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

By: _____

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

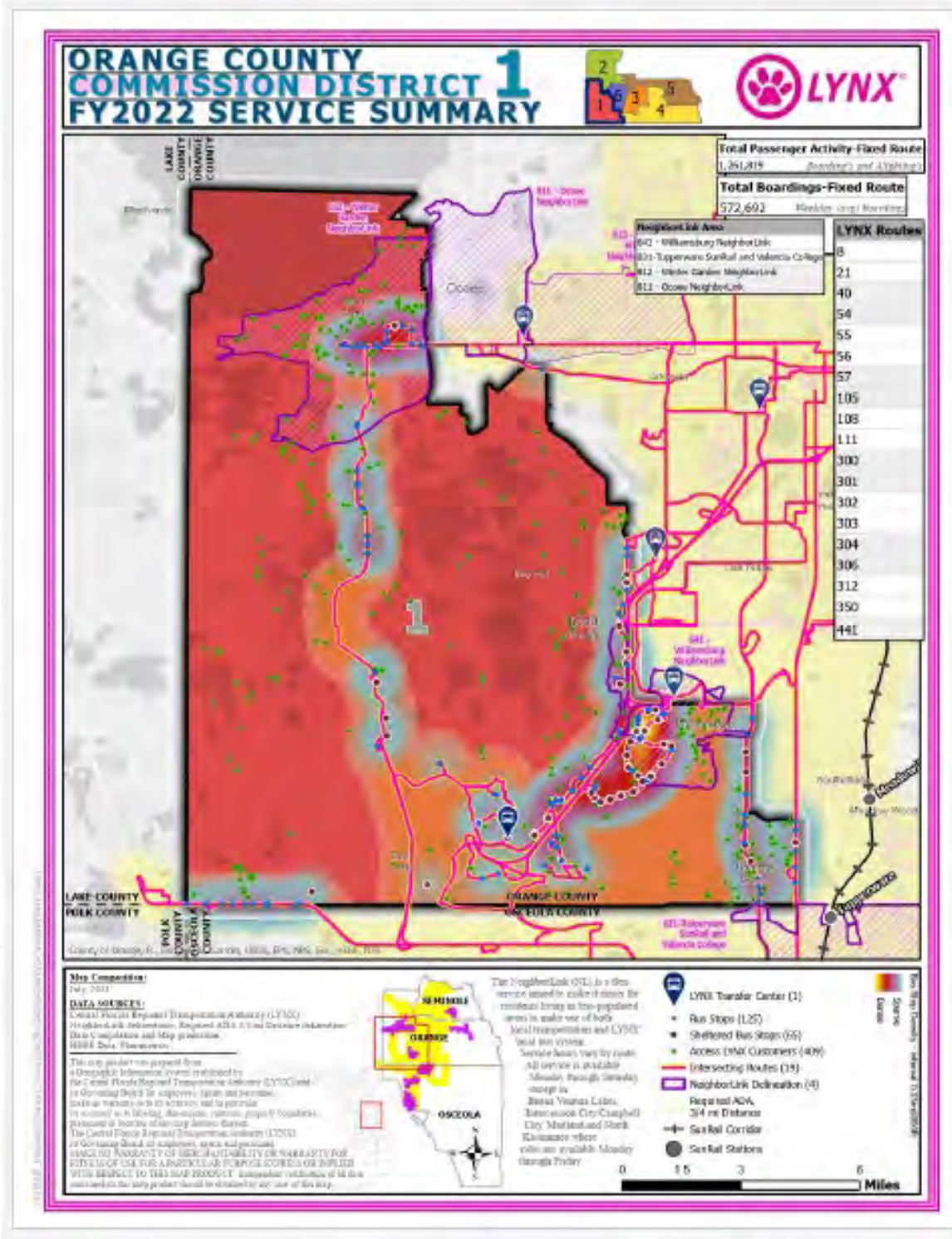
Title: Senior In-House Counsel

Date: _____

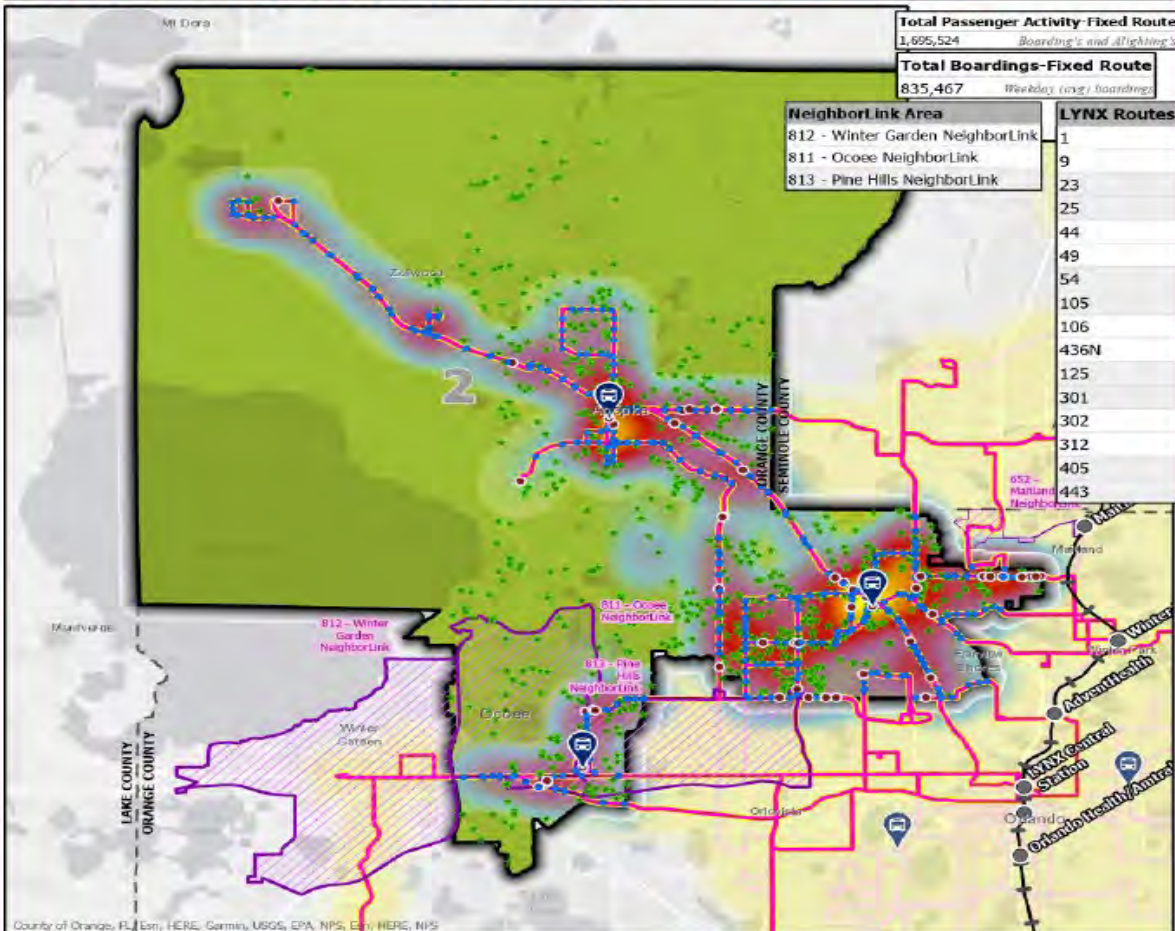
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA



ORANGE COUNTY COMMISSION DISTRICT 2 FY2022 SERVICE SUMMARY



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

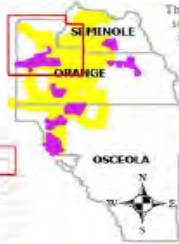
Total Boardings-Fixed Route
835,467 *Weekday (avg) boardings*

NeighborLink Area	LYNX Routes
812 - Winter Garden NeighborLink	1
811 - Ocoee NeighborLink	9
813 - Pine Hills NeighborLink	23
	25
	44
	49
	54
	105
	106
	436N
	125
	301
	302
	312
	405
	443

Map Composition:
July, 2023

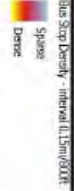
DATA SOURCES:
Central Florida Regional Transportation Authority (LYNX), NeighborLink delineations, Required ADA 3/4 mi Distance delineation, Data Compilation and Map production, HERE Data, Planimetrics

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

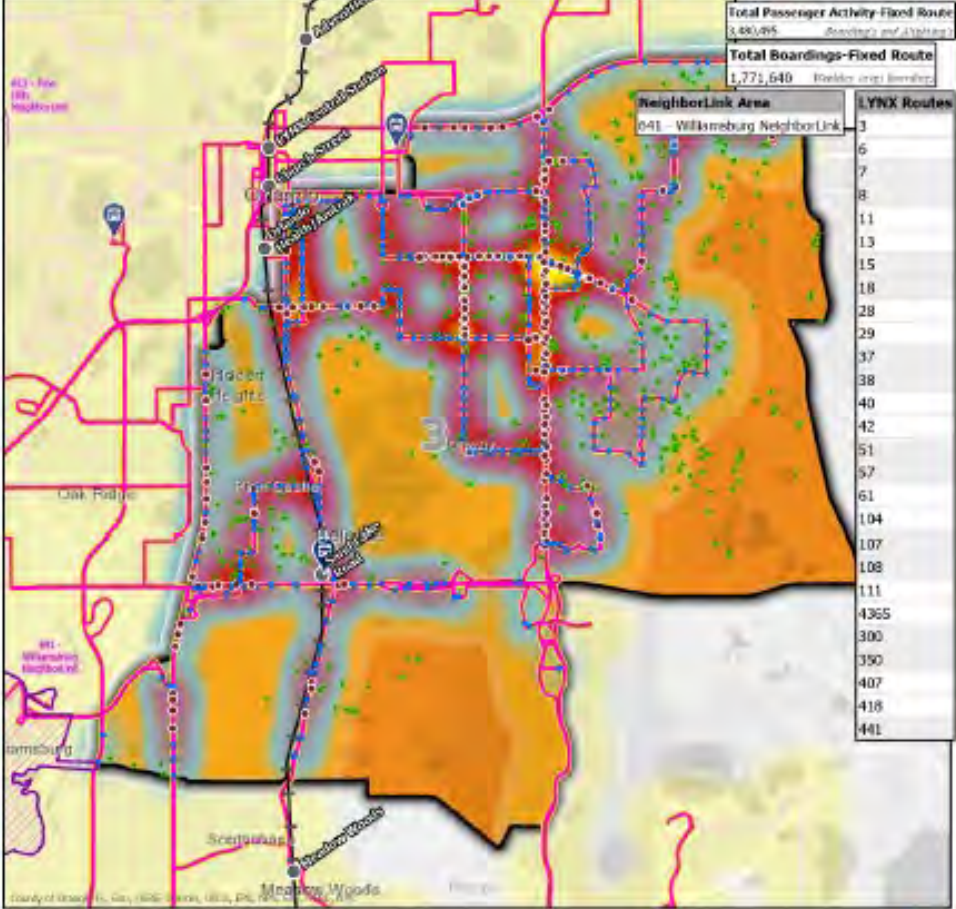


The NeighborLink (NL) is a flex-service aimed to make it easier for residents living in less-populated areas to make use of both local transportation and LYNX local bus systems. Service hours vary by route. All service is available Monday through Saturday except in Buson Venetas Lakes, Intercession City/Campbell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

- LYNX Transfer Center (3)
- Bus Stops (437)
- Sheltered Bus Stops (55)
- Access LYNX Customers (979)
- Intersecting Routes (16)
- NeighborLink Delineation (3)
- Required ADA, 3/4 mi Distance
- SunRail Corridor
- SunRail Stations



ORANGE COUNTY COMMISSION DISTRICT 3 FY2022 SERVICE SUMMARY



Total Passenger Activity Fixed Route
2,880,895 (Boardings and Alightings)

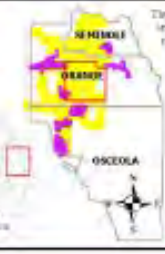
Total Boardings-Fixed Route
1,771,640 (Riders over 16 years)

NeighborLink Area	LYNX Routes
041 - Willamberg NeighborLink	3
	6
	7
	8
	11
	13
	15
	18
	28
	29
	37
	38
	40
	42
	51
	57
	61
	104
	107
	108
	111
	4365
	300
	350
	407
	418
	441

Map Connection:
May 2021

DATA SOURCES:
Orange County Regional Transportation Authority (LYNX)
Orlando Public Transport Authority (OPTA) as Division of Transportation
State of Florida Department of Transportation (FLDOT) as Division of Transportation
Mapbox
HERE Data Platform

This is an advisory map prepared from a Geographic Information System (GIS) project by the Central Florida Regional Transportation Authority (LYNX) and the Orange County Regional Transportation Authority (OPTA). The map is intended to provide a general overview of the service area and is not intended to be used for legal purposes. The map is provided as a service to the public and is not intended to be used for legal purposes.



The NeighborLink (NL) is a door-to-door service used by riders of lower ability to travel to and from less populated areas to make use of bus transit services and LYNX fixed route services.

Service areas vary by route. All service is available Monday through Friday, except in areas where service is provided on Saturdays and Sundays.

Service areas include:
Brevard/Veal/Lake Wales
Deerwood/City/Campbell
City/Marion and Clerk
Kissimmee/Winter
Other areas available Monday through Friday

LYNX Transfer Center (1)
 • Bus Stops (442)
 • Sheltered Bus Stops (172)
 • Access (ADA) Customers (800)

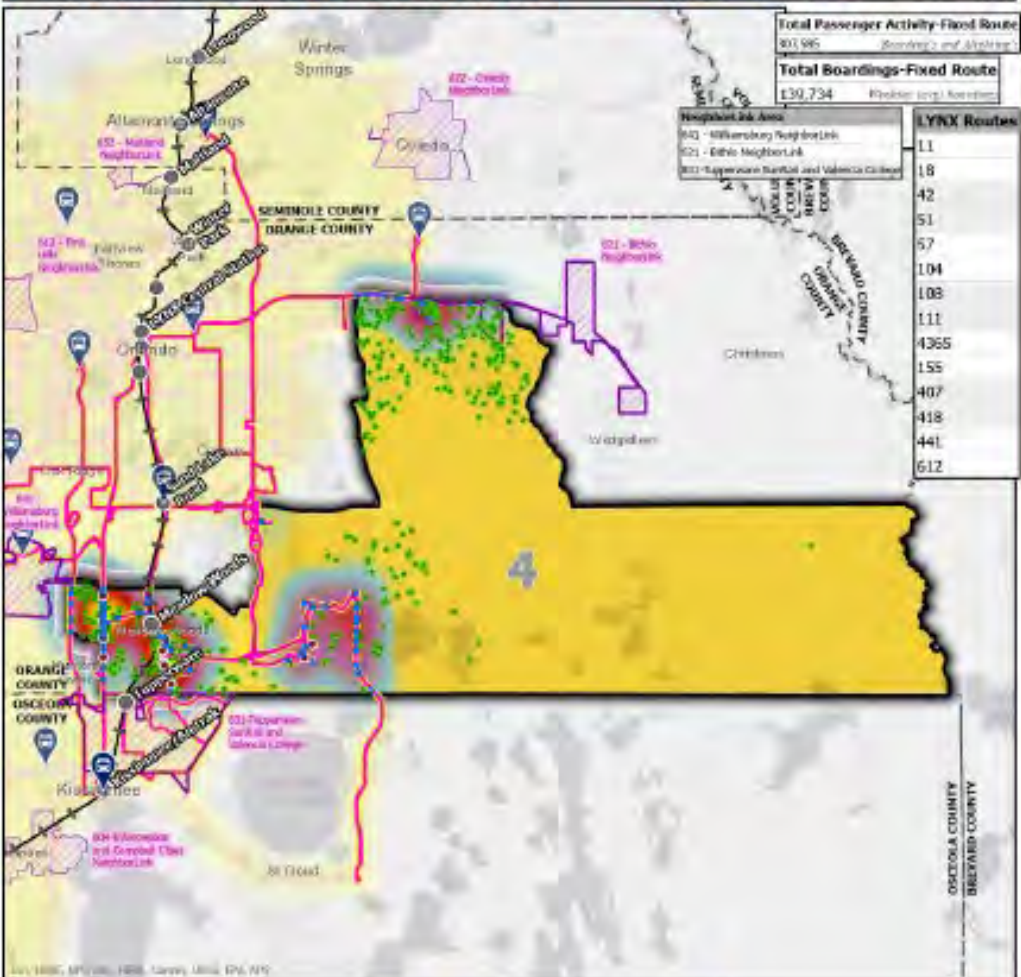
Intersecting Routes (27)

NeighborLink Destination (1)
 Request ADA, 3/4 mi Distance

Se-Rail Corridor
 Se-Rail Stations

Scale:
 0 1 2 4 Miles

ORANGE COUNTY COMMISSION DISTRICT 4 FY2022 SERVICE SUMMARY



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

Neighborhood Area	LYNX Routes
643 - Willamsonburg Neighborhood Link	11
621 - Dohle Neighborhood Link	18
622 - Cressy Neighborhood Link	42
623 - Suppavannam, Bartlett and Valencia Corridor	51
624 - Williamsburg Neighborhood Link	57
625 - PMA Customers	104
626 - Williamsburg Neighborhood Link	108
627 - PMA Customers	111
628 - Williamsburg Neighborhood Link	4365
629 - Williamsburg Neighborhood Link	155
630 - Williamsburg Neighborhood Link	407
631 - Williamsburg Neighborhood Link	418
632 - Williamsburg Neighborhood Link	441
633 - Williamsburg Neighborhood Link	612

Map Contributor: July 2021

DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)
 NeighborLink and Community Link
 Data is Copyrighted and May Be Used for
 Other Data, Publications

This map content was prepared using a Geographic Information System established by the Central Florida Regional Transportation Authority (LYNX) and is Copyrighted and May Be Used for Other Data, Publications. It is not intended to be used for any other purpose. The Central Florida Regional Transportation Authority (LYNX) is not responsible for any errors or omissions. LYNX is not responsible for any errors or omissions. LYNX is not responsible for any errors or omissions.



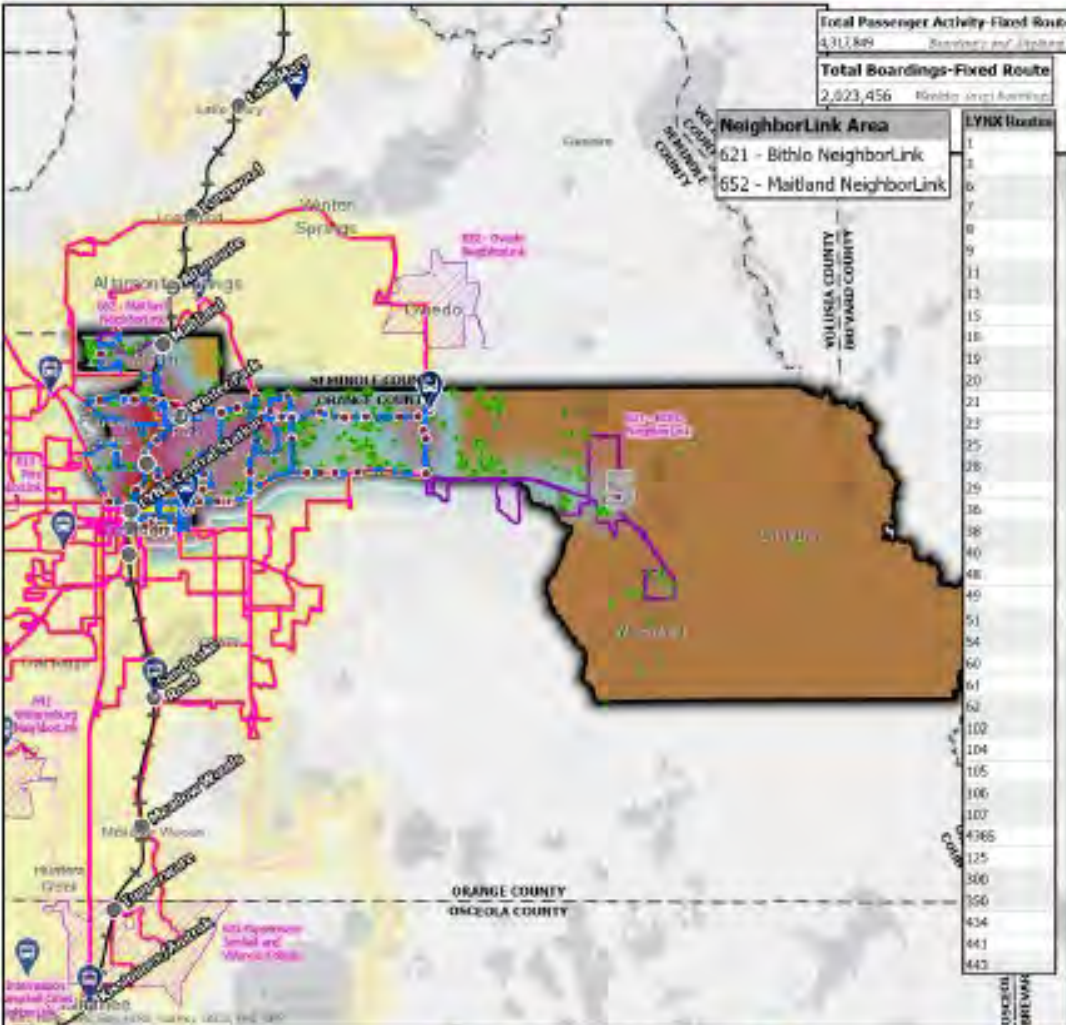
The NeighborLink (NL) is a Government-funded public transit for residents living in less-populated areas to assist with their local transportation and LYNX fixed bus system. Service areas vary by route. NL service is available Monday through Saturday, except on major holidays. Service areas include: Kissimmee, Winter Springs, City of Orlando, City of Maitland, and City of Kissimmee. More information is available Monday through Friday through 407.347.7272.

LYNX Transfer Center (2)

- Bus Stops (101)
- Sheltered Bus Stops (15)
- Access (PMA Customers) (512)
- Intersecting Routes (14)
- NeighborLink Dedication (2)
- Request ADA, 24 hr. Distance
- Signal Corridor
- Signal Station

Scale: 0, 2.75, 5.5, 11 Miles

ORANGE COUNTY COMMISSION DISTRICT 5 FY2022 SERVICE SUMMARY



Map Conventions:

July 2021

DATA SOURCES:

Central Florida Regional Transportation Authority (CFRTA)
 Highways & Road Information, Department of Transportation
 Data Compilation and Map production
 HERE! Data Platform

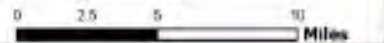
This is a public map prepared from a Desktop Information System maintained by the Central Florida Regional Transportation Authority (CFRTA) and its Operating Divisions. It is provided as a general information only and is not intended to be used as a legal document. It is provided as a general information only and is not intended to be used as a legal document.

THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY THE USE OF THIS MAP PRODUCT. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY THE USE OF THIS MAP PRODUCT.

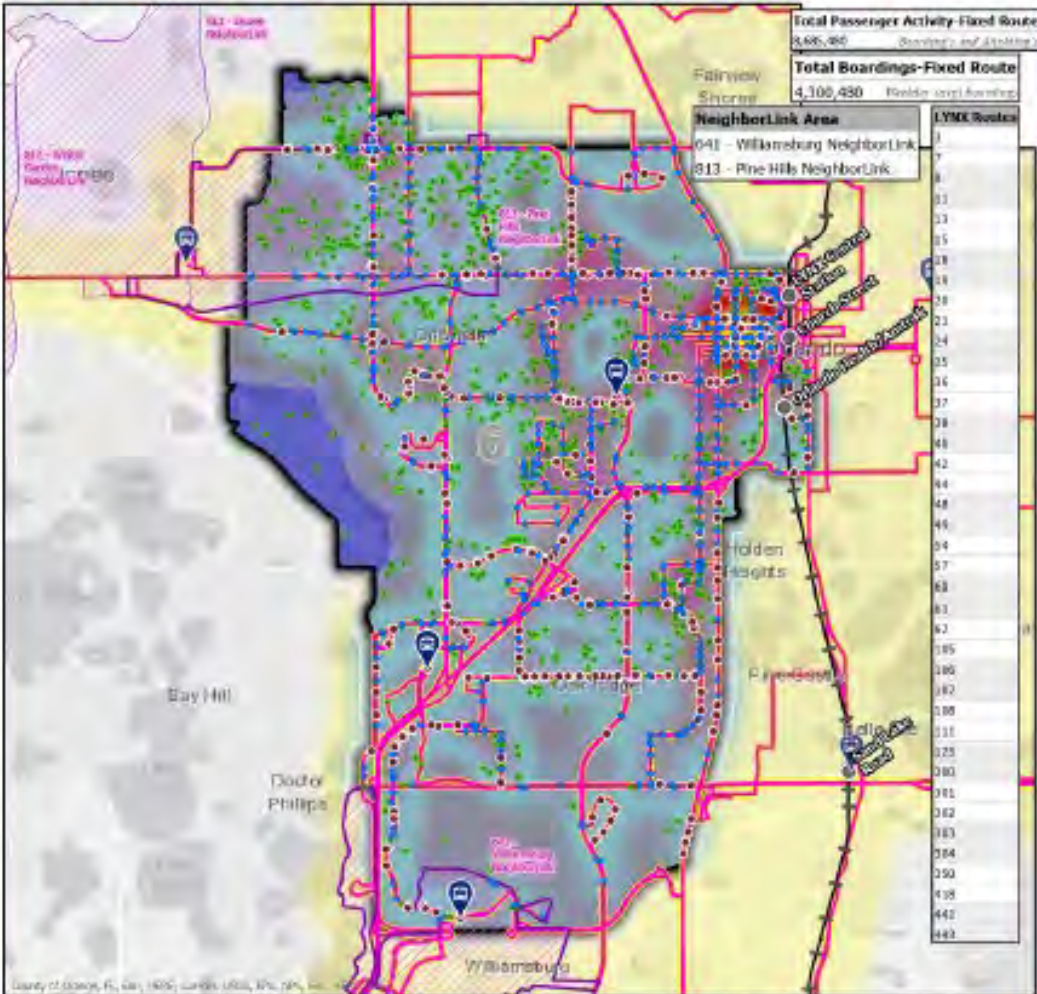


The NeighborLink (NL) is a service aimed to provide a choice for customers living in less populated areas to make use of both fixed bus routes and LYNX fixed bus system. Service hours vary by route. All routes available Monday through Saturday except in Brevard County, DeSoto County, Citrus County, Marion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

- LYNX Transfer Center (1)
- Bus Stops (446)
- Sheltered Bus Stops (102)
- Access (764) Customers (589)
- Intersecting Routes (39)
- NeighborLink Dedication (2)
- Request ADA, 304 mt Distance
- Seated Corridor
- Seated Stations



ORANGE COUNTY COMMISSION DISTRICT 6 FY2022 SERVICE SUMMARY



Map Competition:
July 2021

DATA SOURCES:
Florida State Roadway Transportation Authority (FSRTA)
City of Orange (OrangeLink, Regional, LRA, L) and District 6
Data Compliance and Map production
MIRA Data Processing

The map product was prepared from a Geographic Information System provided by the Florida State Roadway Transportation Authority (FSRTA) and the City of Orange. The map product was prepared from a Geographic Information System provided by the Florida State Roadway Transportation Authority (FSRTA) and the City of Orange. The map product was prepared from a Geographic Information System provided by the Florida State Roadway Transportation Authority (FSRTA) and the City of Orange.



The NeighborLink (NL) is a voluntary service in order to meet the needs of low-income and elderly residents living in less-populated areas in order to help them get to work, school, and other essential services. The NL is a voluntary service in order to meet the needs of low-income and elderly residents living in less-populated areas in order to help them get to work, school, and other essential services.

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



Exhibit "B"

Orange County Transit Service Costs

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

FY2024 Billing Schedule

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

Exhibit "C"
Schedule Listing of LYNX Funding Partners

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 3, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2023 and ending on September 30, 2024.

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2024 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

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

By: _____
Clerk to the Board of County
Commissioners

By: _____
Chair / Vice Chair

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

Date: _____

County Attorney

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

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

By: _____

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

Title: Senior In-House Counsel

Date: _____

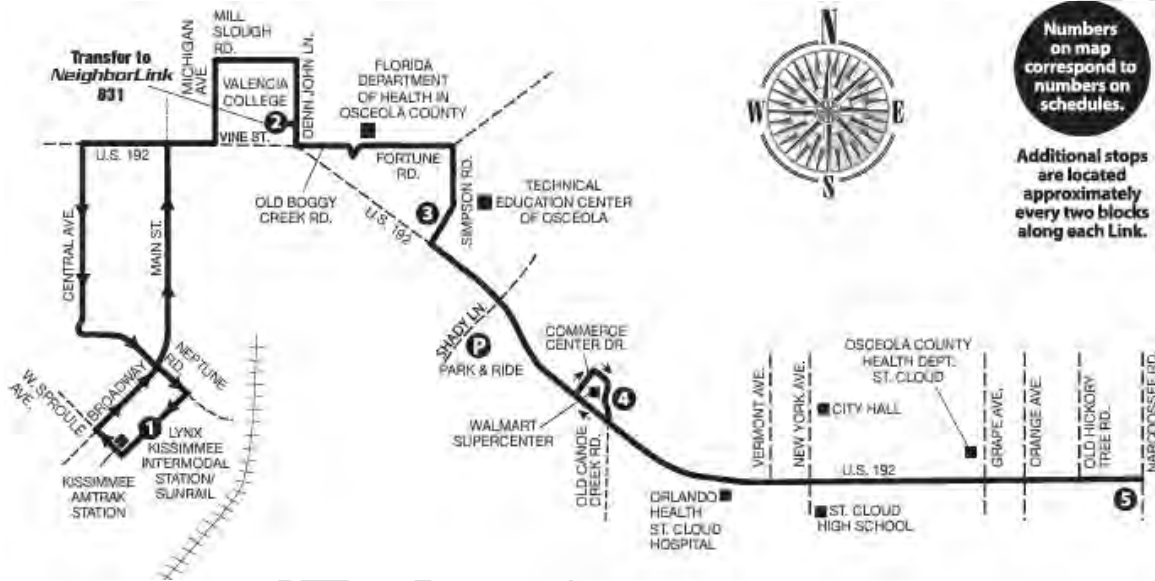
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

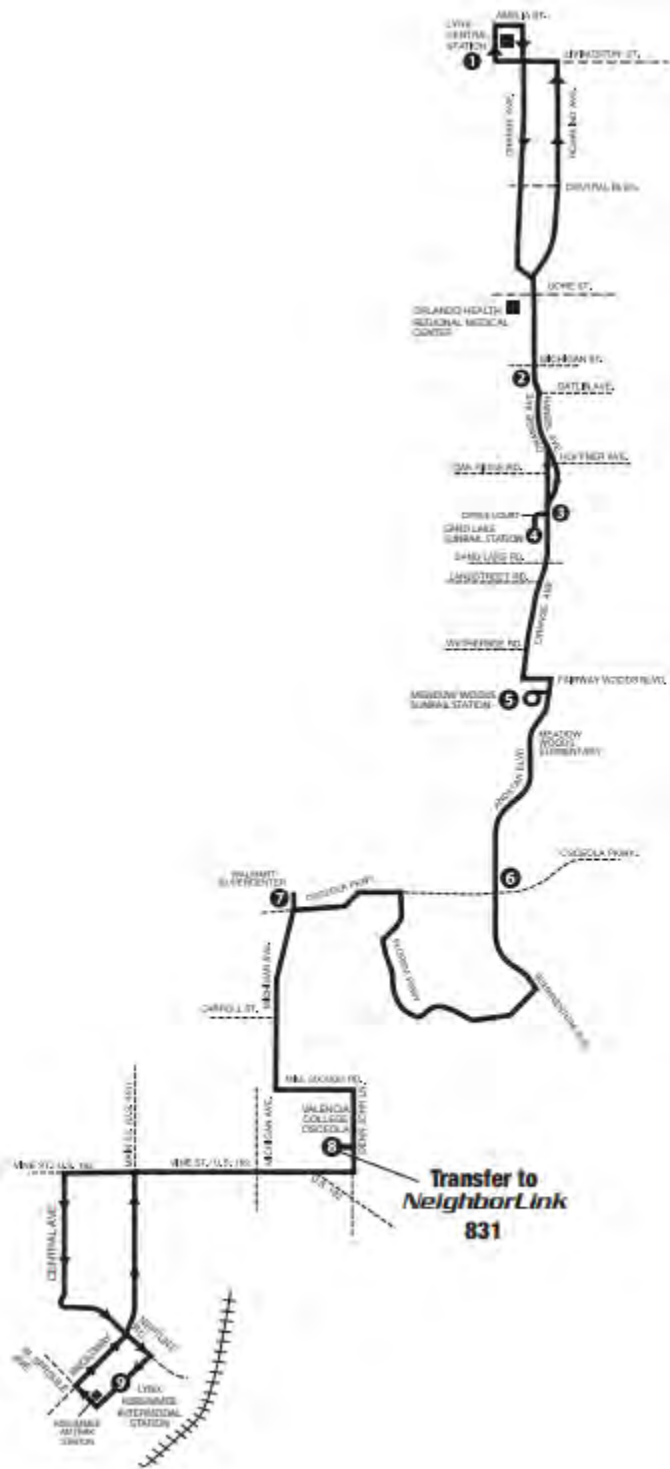
Link 10 East U.S. 192/St. Cloud

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



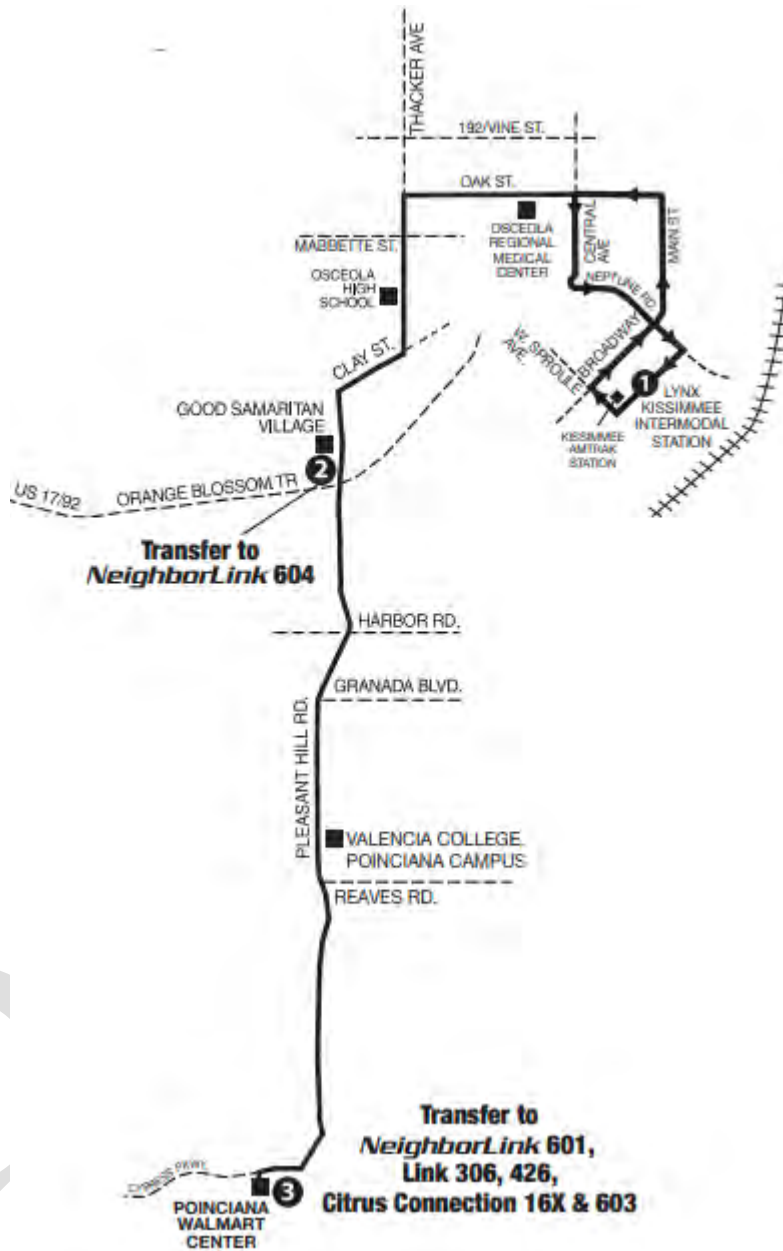
Link 18 South Orange Ave. /Kissimmee

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



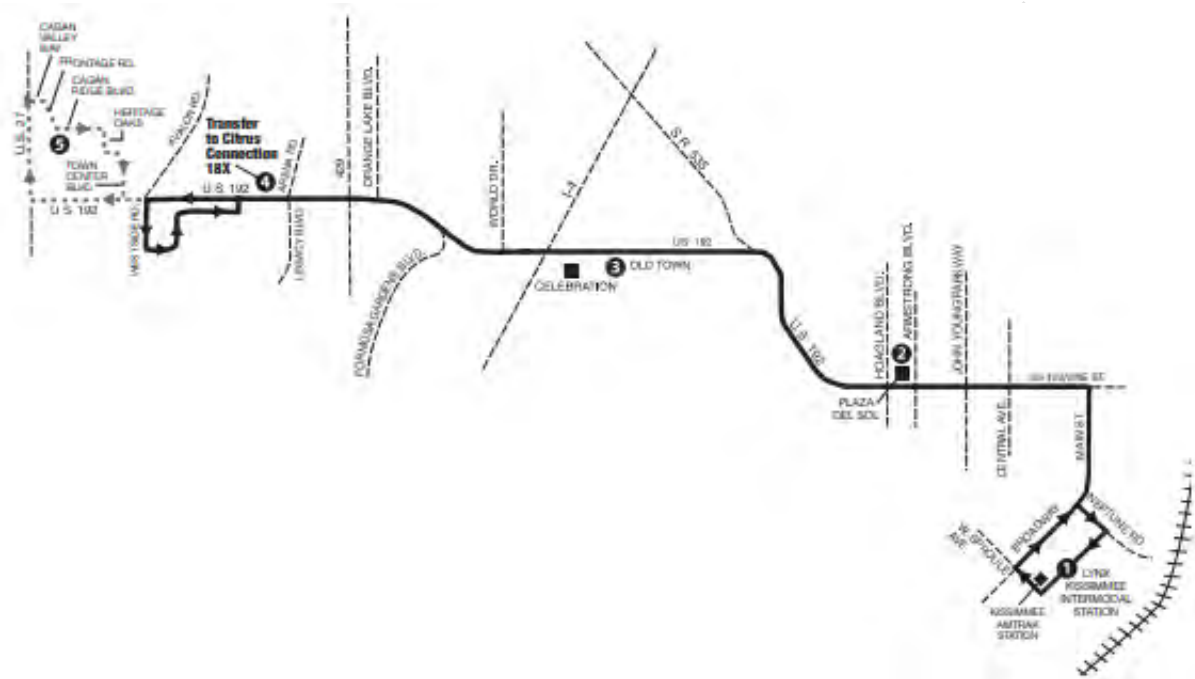
Link 26 Pleasant Hill Road/Poinciana

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



Link 55 West U.S. 192/Four Corners

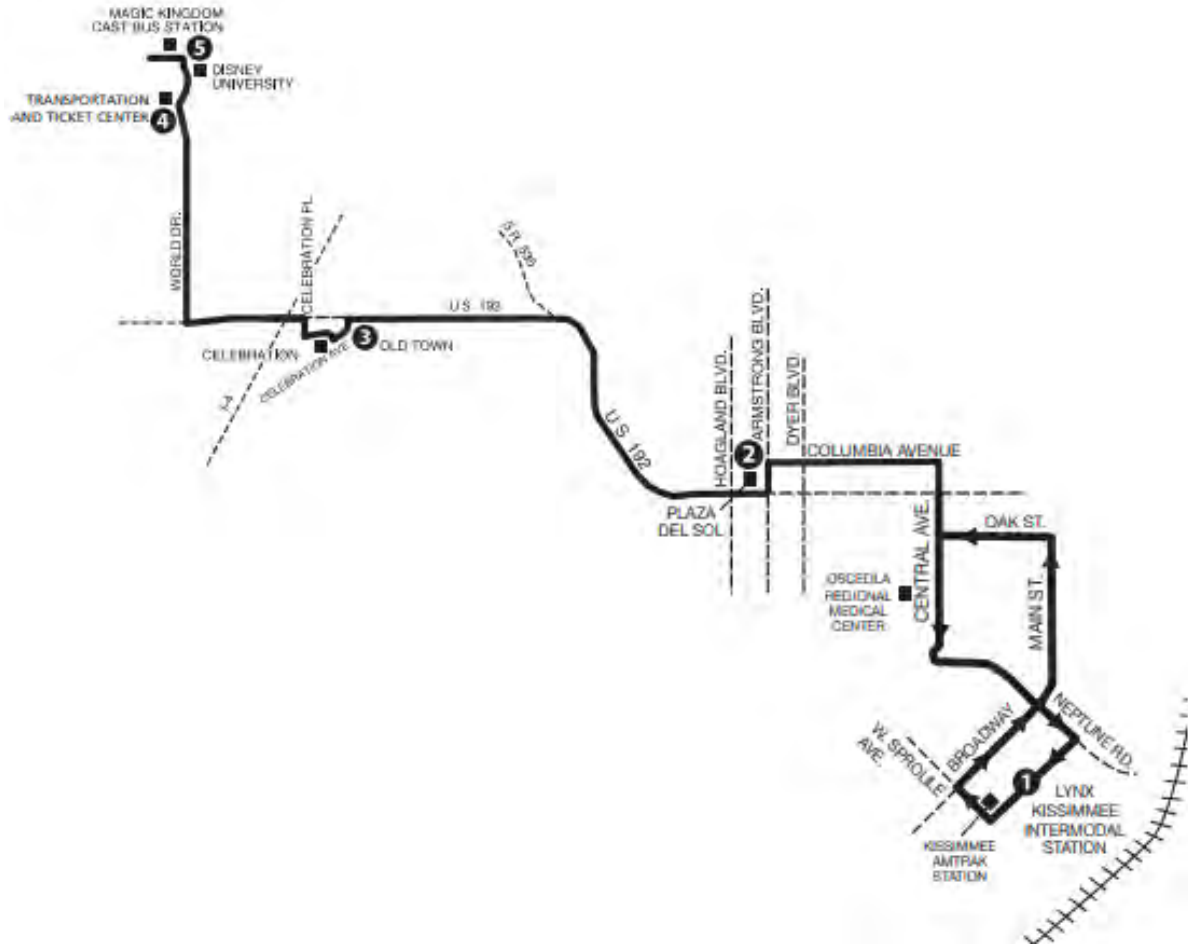
Serving: LYNX Kissimmee Intermodal Station/SunRail, Old Town, Celebration, Orange Lake, Four Corners Walmart, Plaza Del Sol, Citrus Connection 18X, and LakeXpress 55



D R

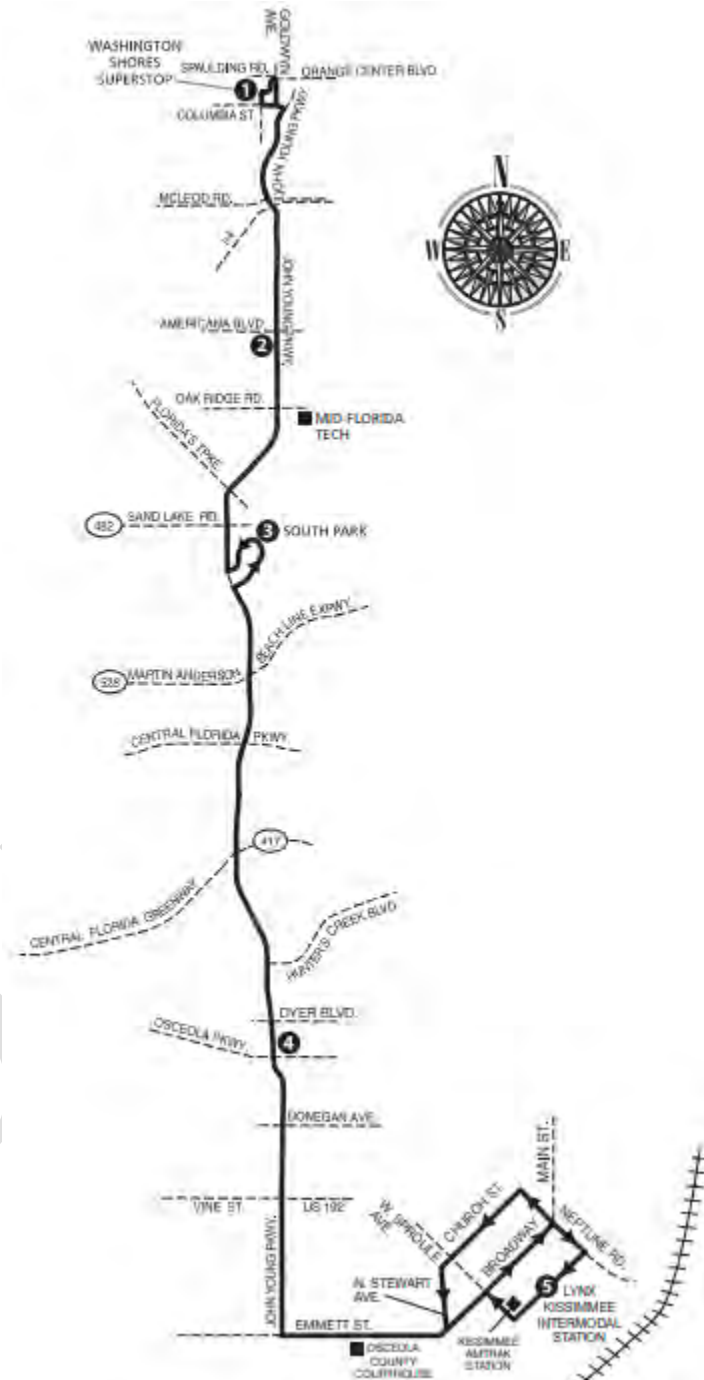
Link 56 West U.S. 192/ Magic Kingdom

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



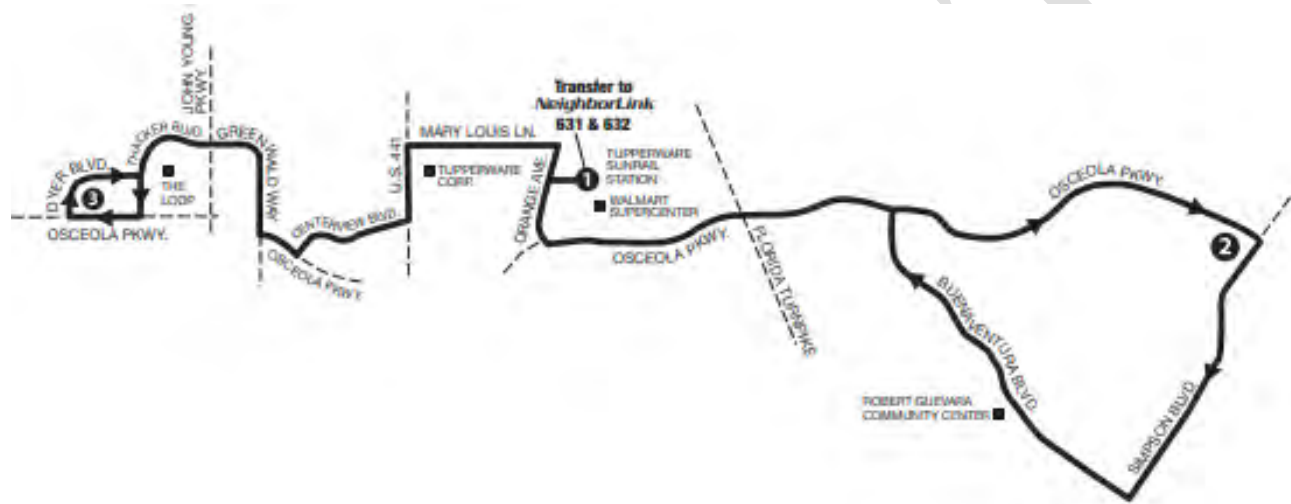
Link 108 South U.S. 441 (Orange Blossom Trail)/Kissimmee

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



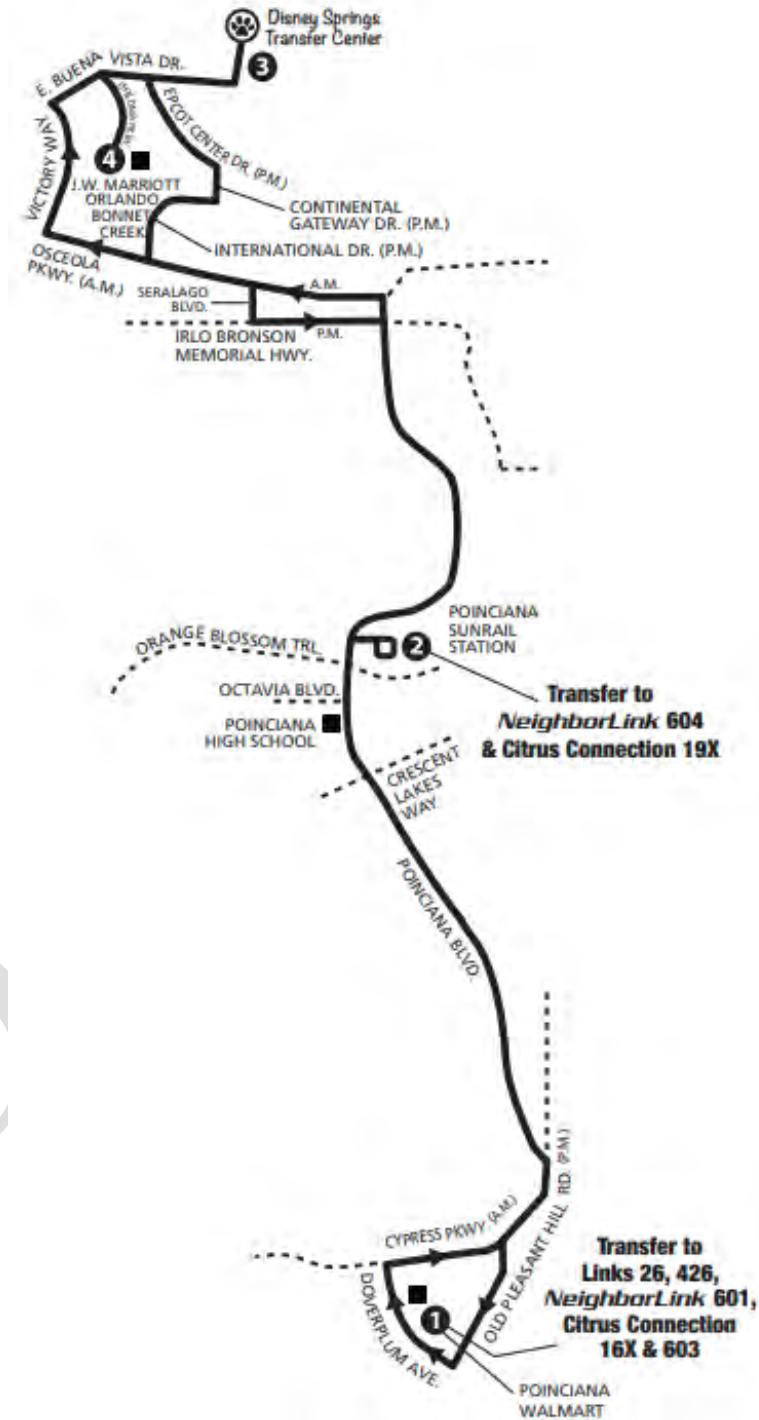
Link 155 The Loop/Buena Ventura Lakes/Osceola Parkway

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

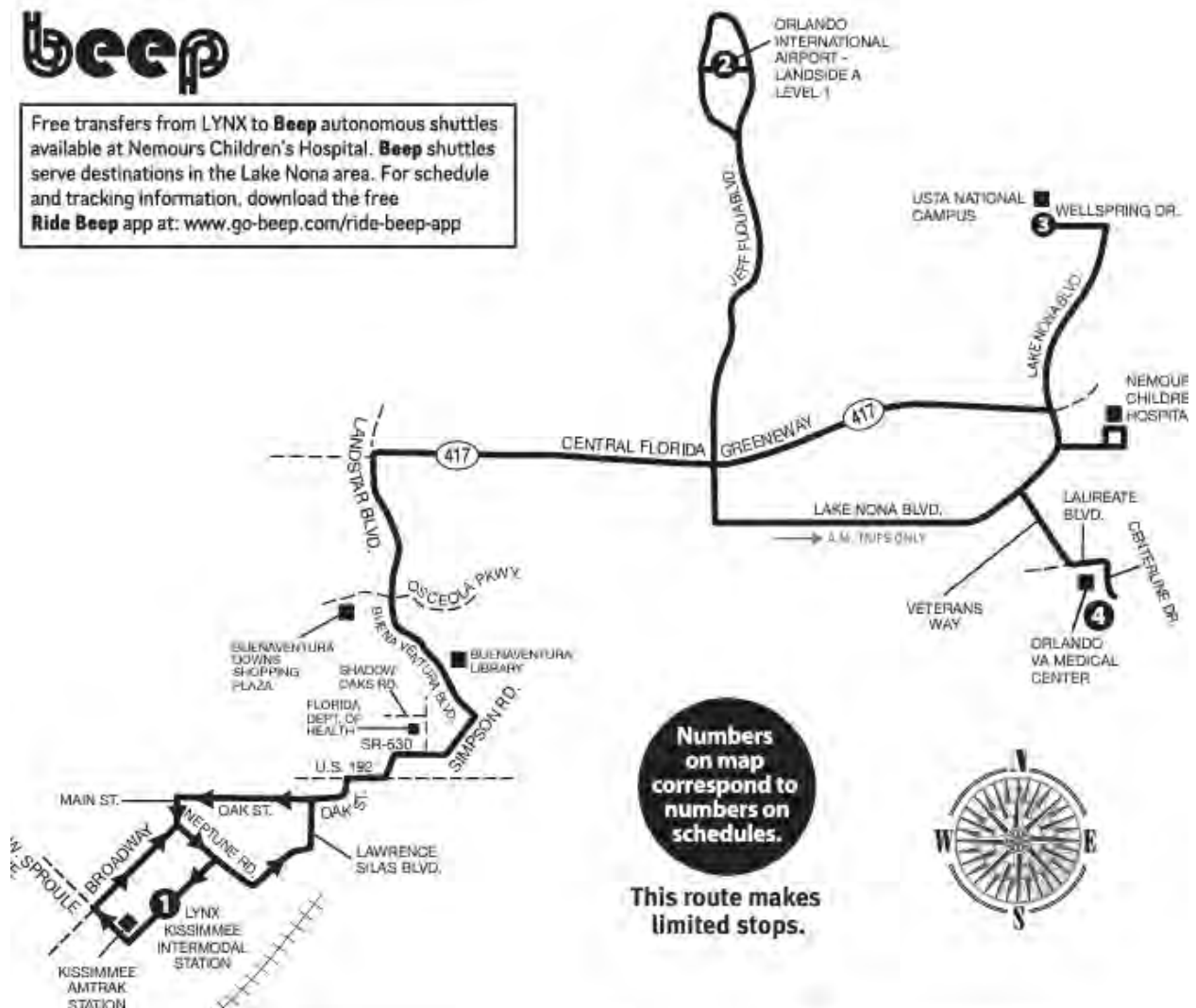


FastLink 407 Kissimmee/ Orlando International Airport/Medical City

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.

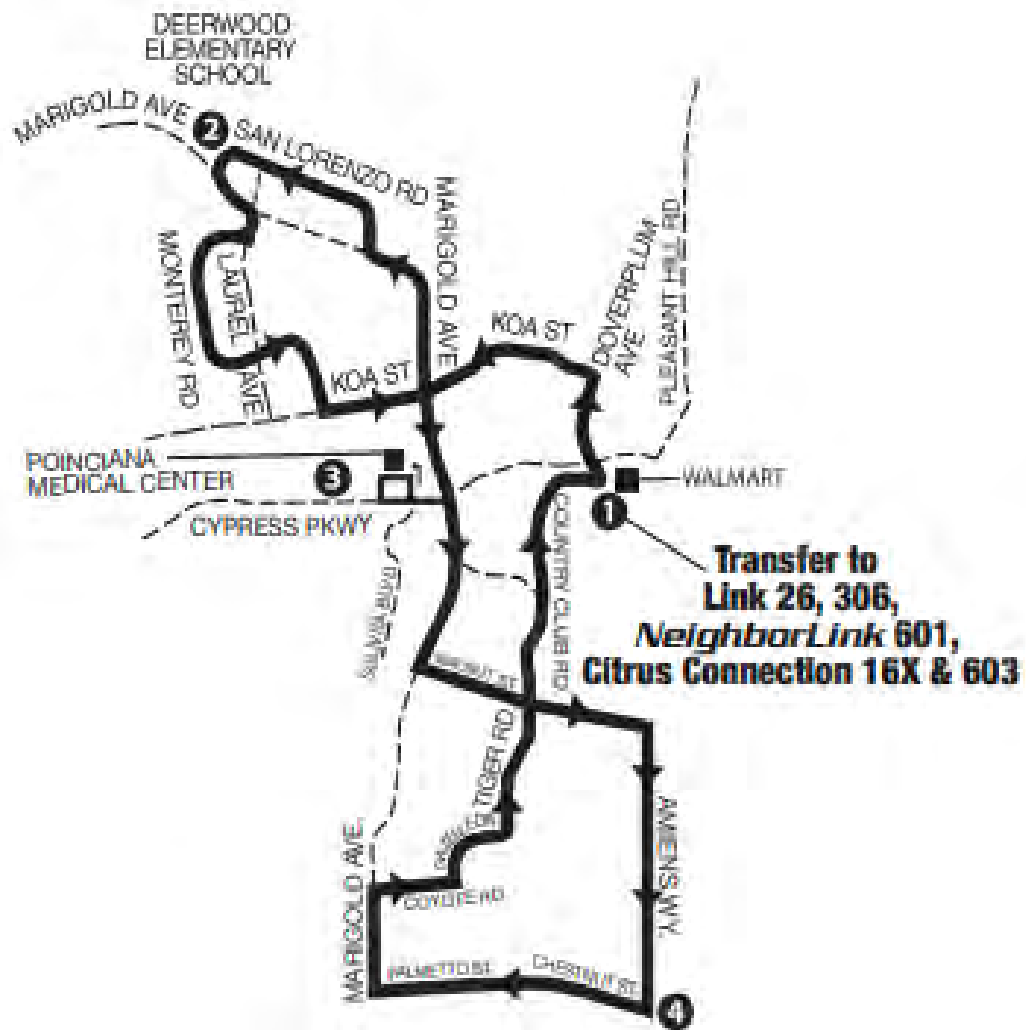


Free transfers from LYNX to **Beep** autonomous shuttles available at Nemours Children’s Hospital. **Beep** shuttles serve destinations in the Lake Nona area. For schedule and tracking information, download the free **Ride Beep** app at: www.go-beep.com/ride-beep-app



426 Poinciana Circulator

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



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

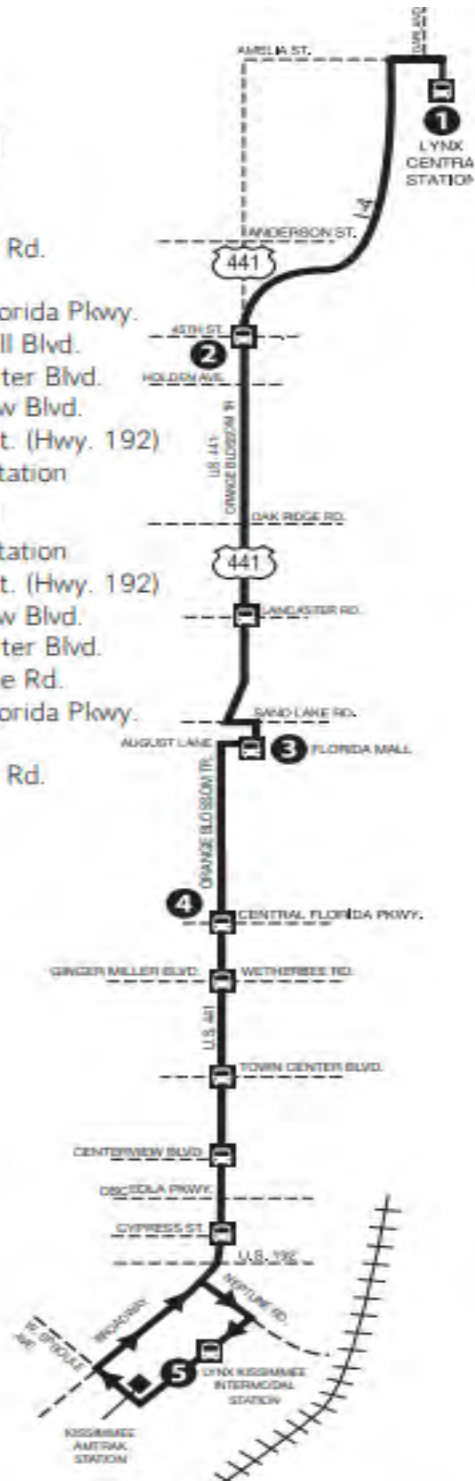
Serving: LYNX Central Station, OBT & Lancaster, Florida Mall, OBT & Central FL Pkwy, Main St & Vine St., Kissimmee Intermodal Station/SunRail, OBT & Centerview Blvd, Osceola School for the Arts, Crosslands Shopping Center and OBT & Town Center Blvd

FASTLINK 441 OUTBOUND STOPS

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

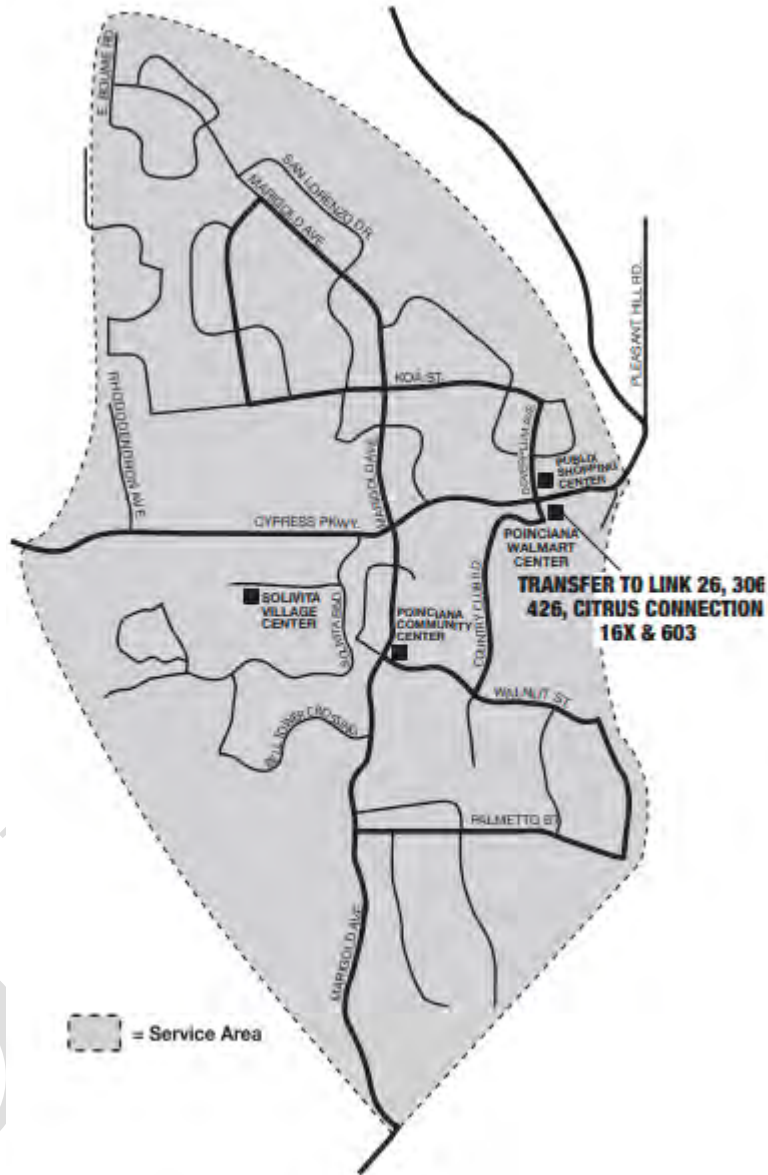
FASTLINK 441 INBOUND STOPS

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



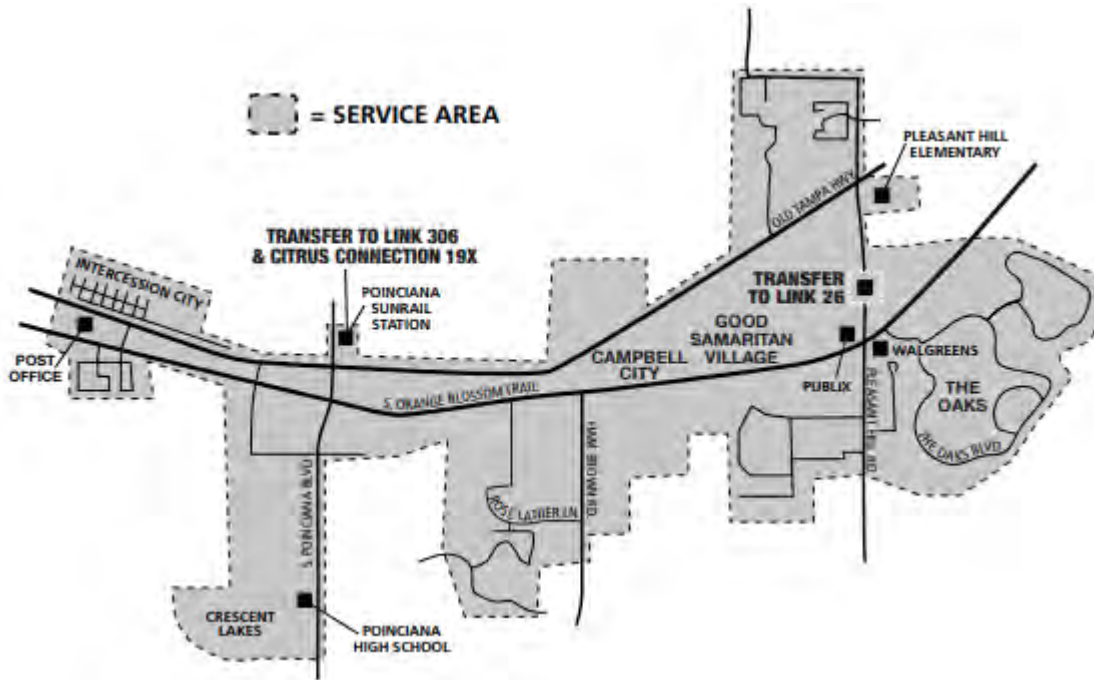
NeighborLink 601 Poinciana

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



NeighborLink 831 N. Kissimmee/Buena Ventura Lakes

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

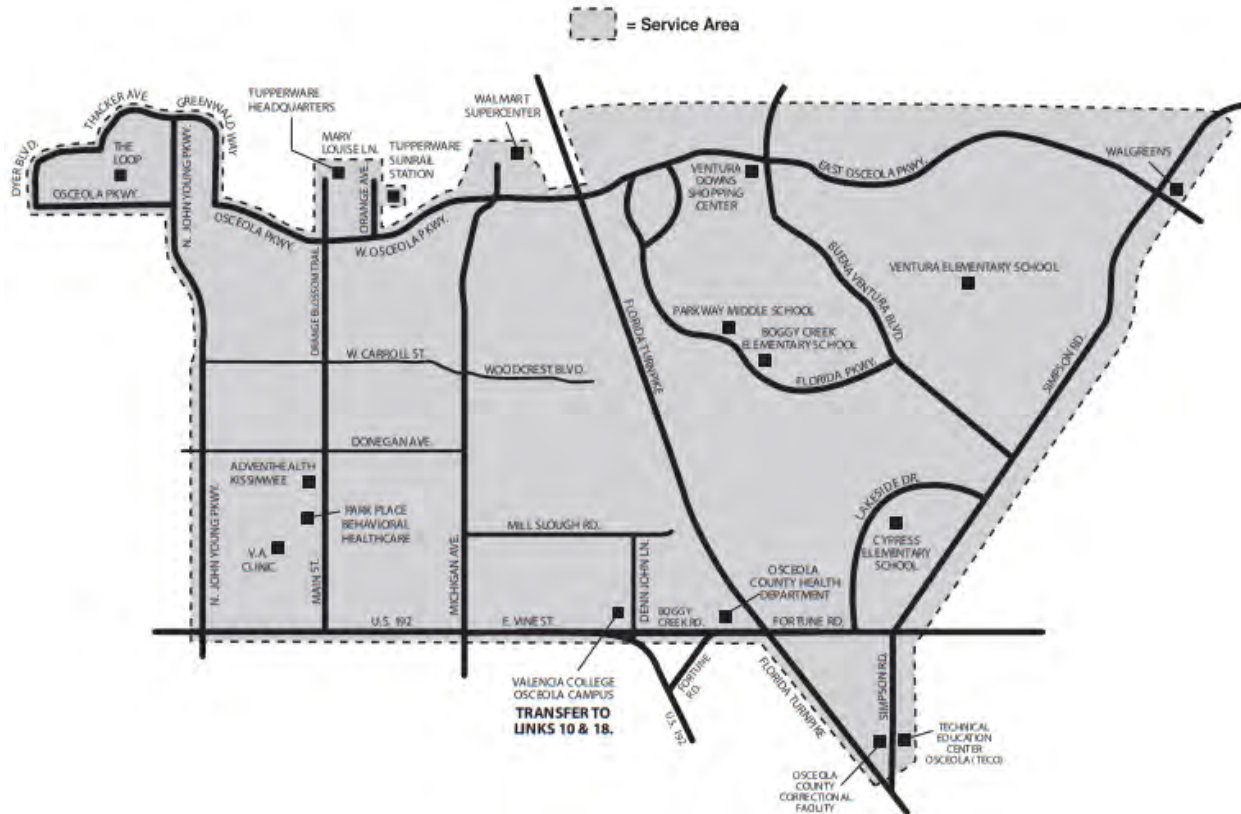


Exhibit “B”

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

Fixed Route Operating Costs

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

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

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

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

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

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

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

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

FY2024 Billing Schedule

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

Exhibit "C"
Schedule Listing of LYNX Funding Partners

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of November 15, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023, to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 ("**Fiscal Year**") to support LYNX's Public Transportation services for such fiscal year; and

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

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

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

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

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

"Access LYNX" means LYNX's van transit service for medically-qualified, physically challenged transit customers.

"ADA" means the Americans with Disabilities Act of 1990.

"Agreement" means this Service Funding Agreement and its Exhibits and Addenda.

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

"Current Fiscal Year" shall mean the fiscal year beginning on October 1, 2022 and ending on September 30, 2023.

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2024.

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

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

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

4. **LYNX Obligations.**

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

(i) Addition of route(s).

(ii) Elimination of route(s).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to Funding Partner: Seminole County
1101 East First Street
Sanford, Florida 32771
Attn: A. Bryant Appelgate,
Interim County Manager

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

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

By: _____
Clerk to the Board of County
Commissioners

By: _____
Bob Dallari, Chairman

For the use and reliance of Seminole
County only.

Date: _____

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

Approved as to form and legal sufficiency.

County Attorney

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

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

By: _____

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

Title: Senior In-House Counsel

Date: _____

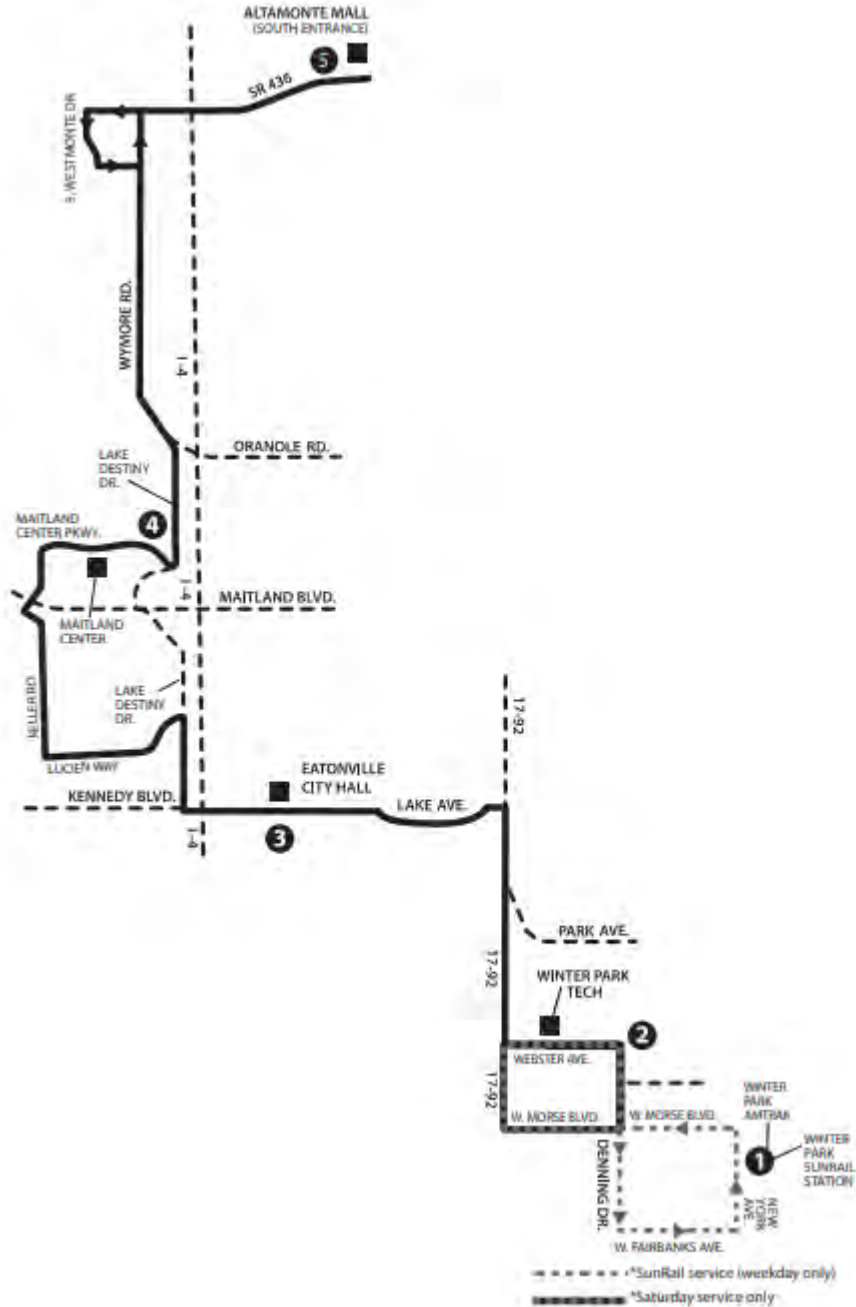
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

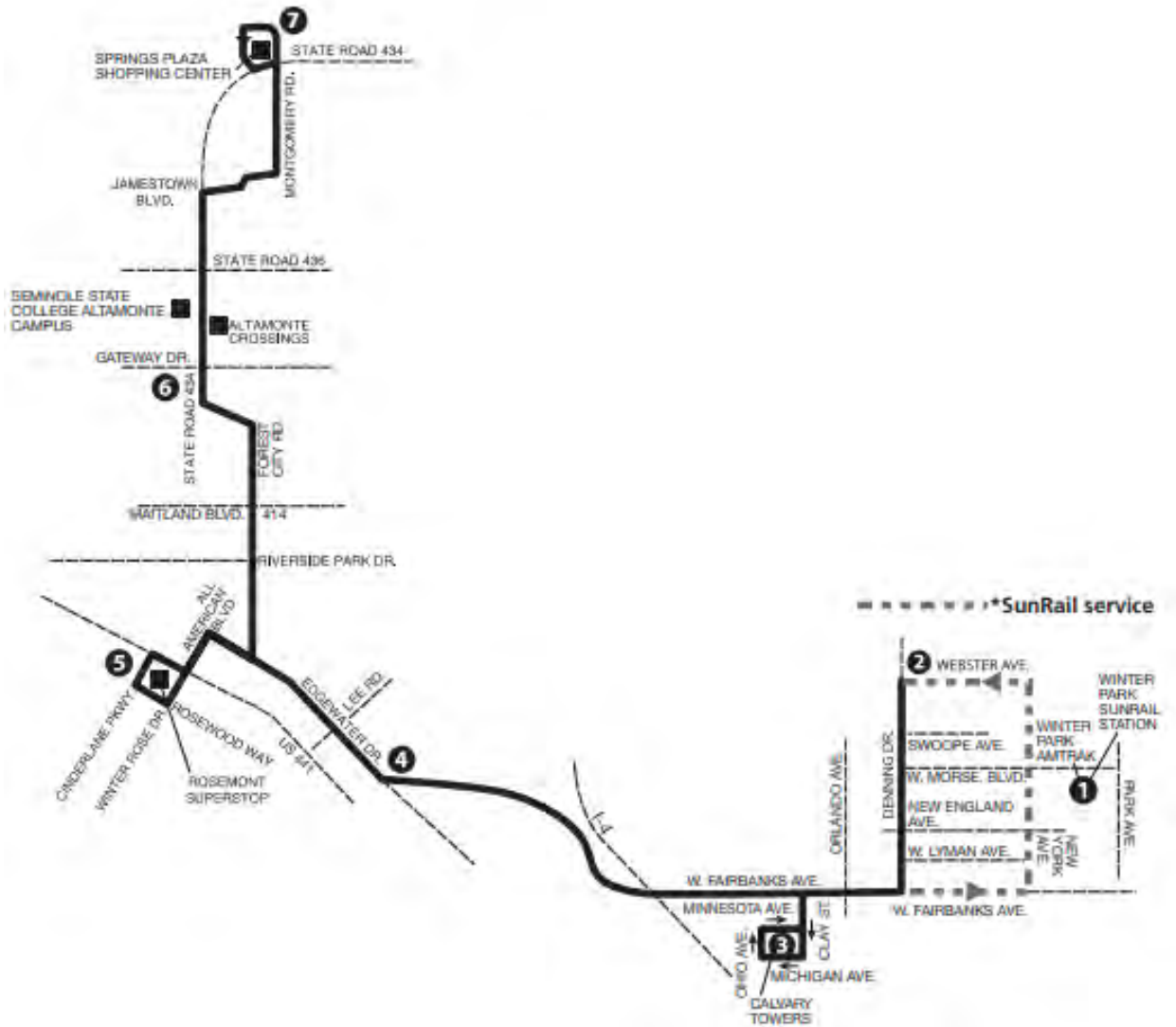
LINK 1 Winter Park/Maitland/Altamonte Springs

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



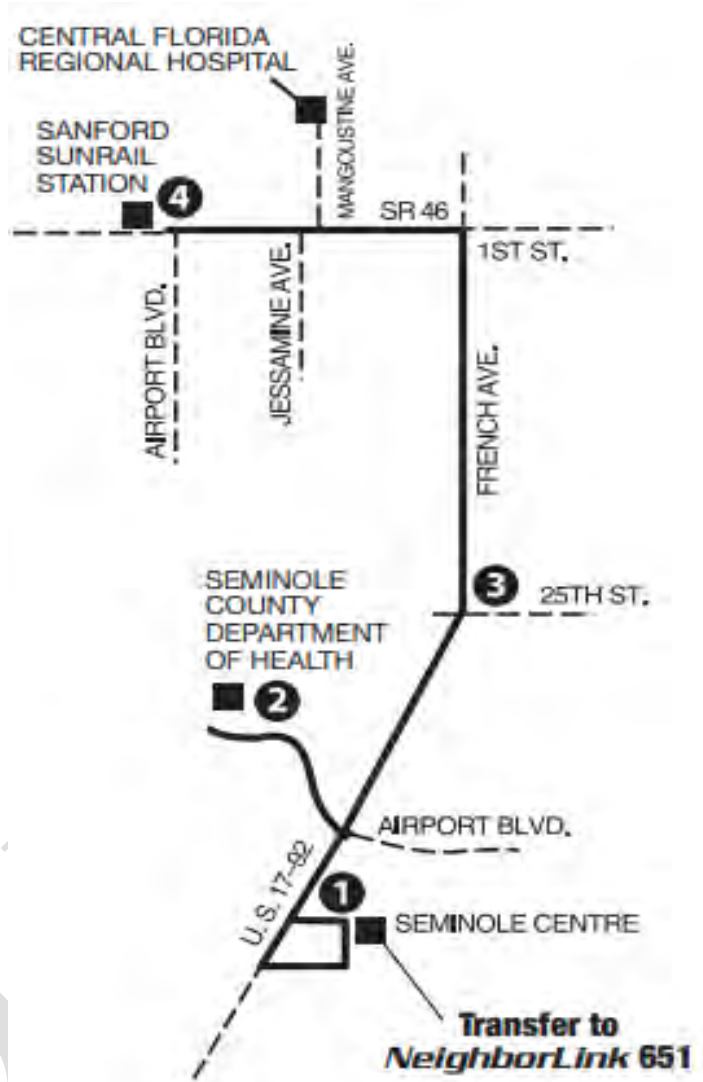
LINK 23 Winter Park/Rosemont/Springs Plaza

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



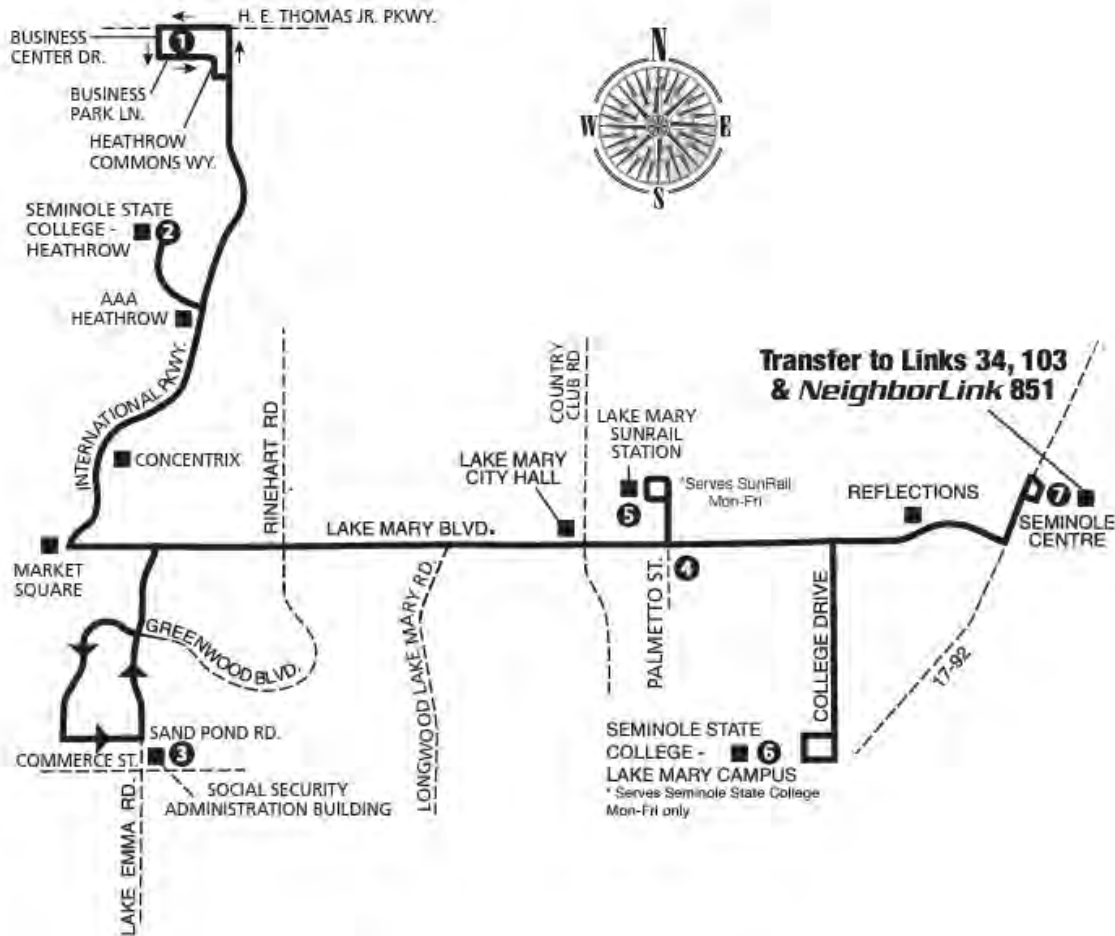
LINK 34 Sanford/N. U.S. 17-92

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



LINK 45 Lake Mary

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



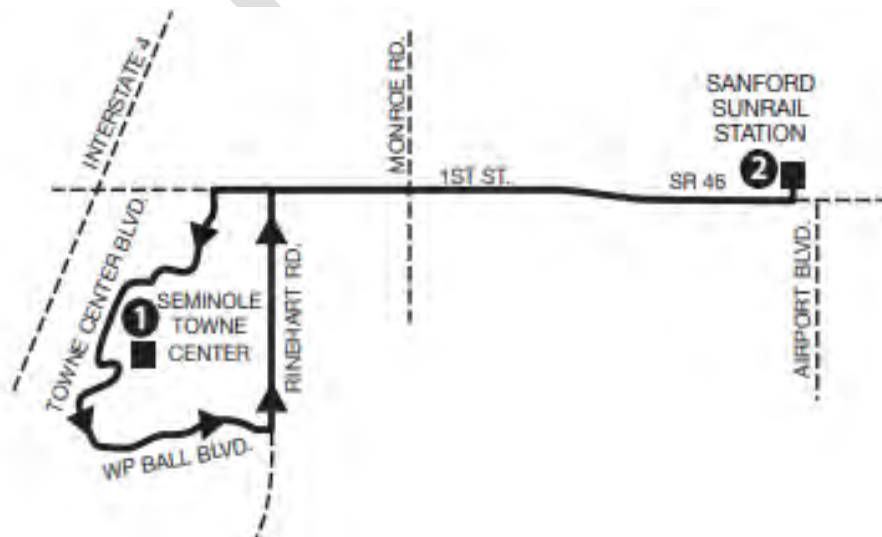
LINK 46 East E. First St./Downtown Sanford

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



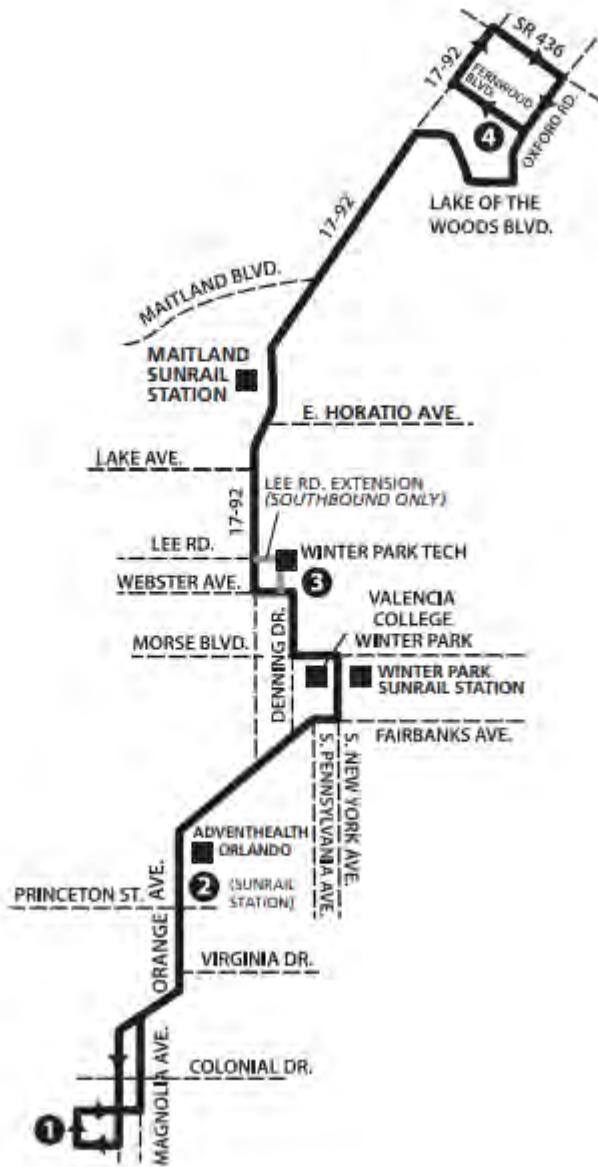
LINK 46 West w. SR 46/Seminole Towne Center

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



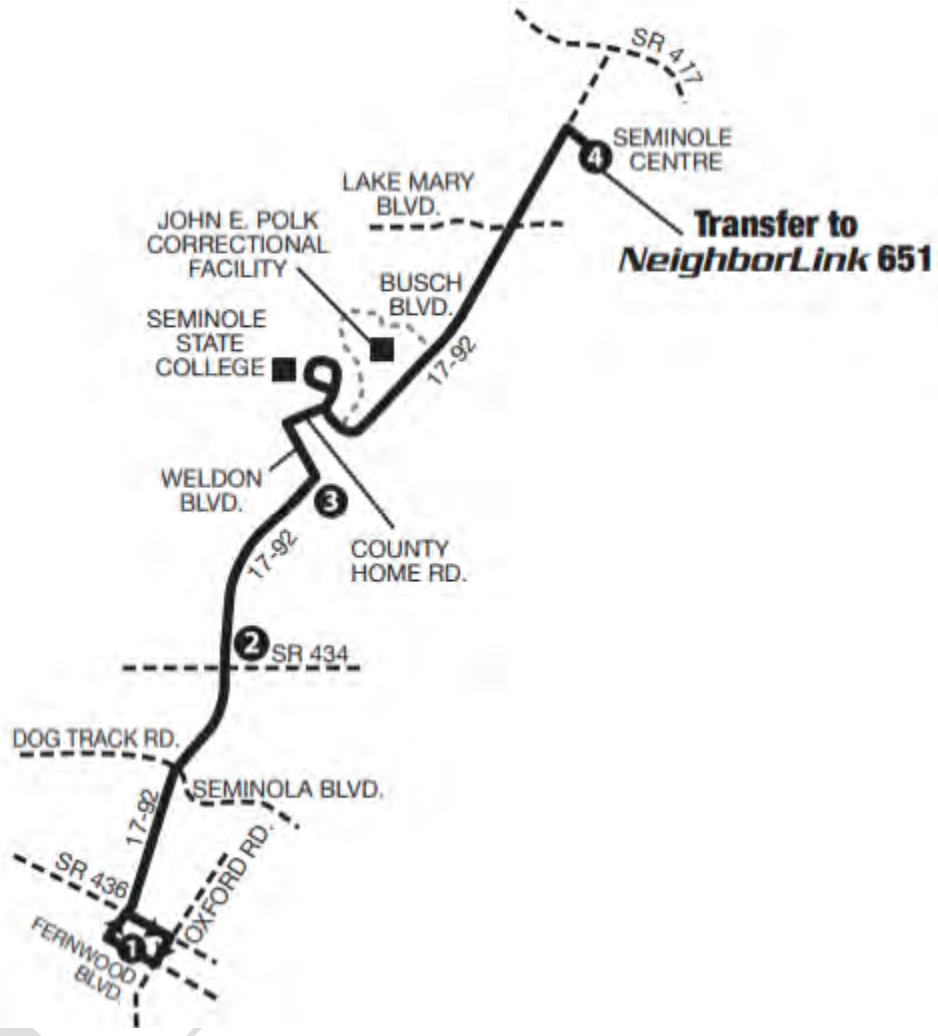
LINK 102 Orange Avenue/ South 17-92

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



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

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



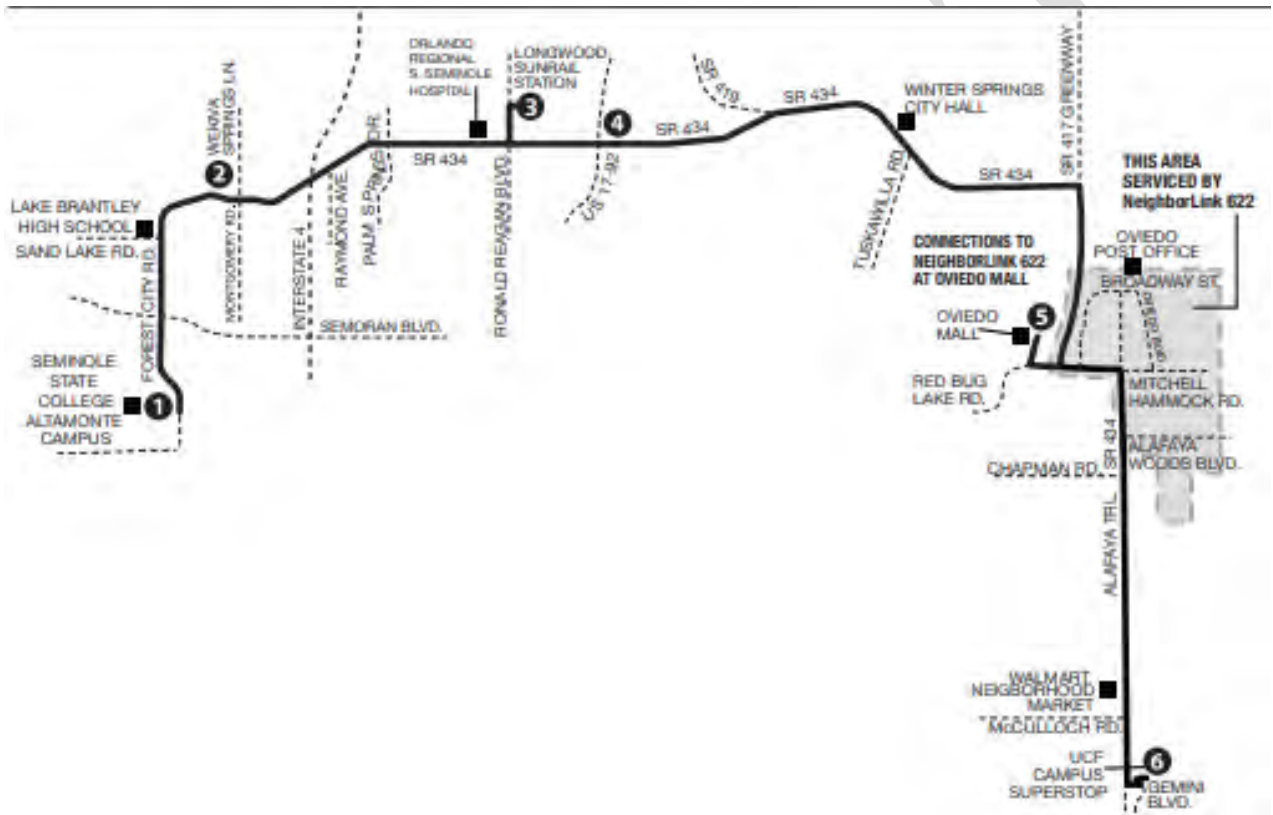
LINK 106 North U.S. 441/Apopka

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



Link 434 S.R. 434

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



Link 436N SR 436 Fernwood/Apopka

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



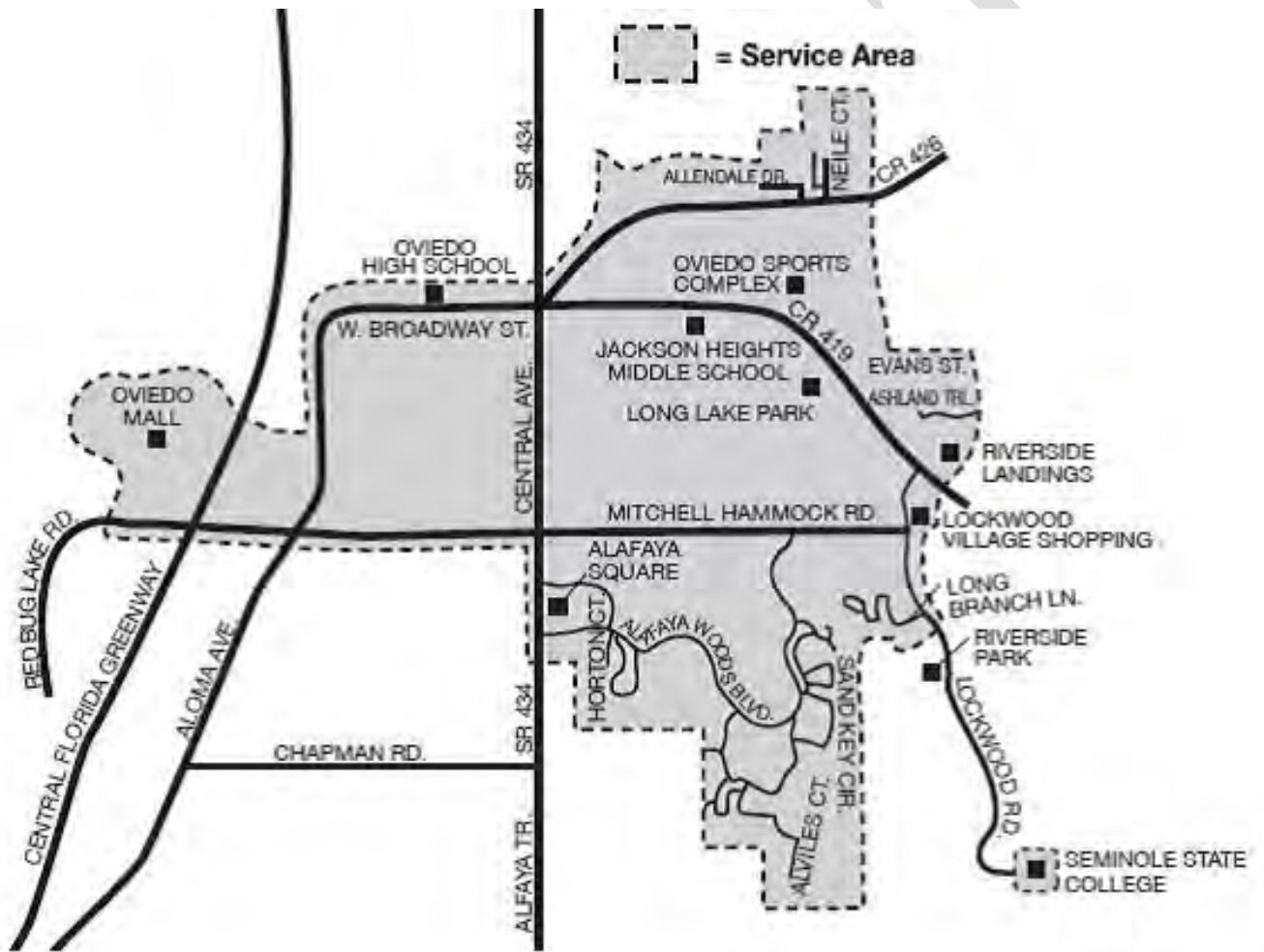
Link 436S SR 436 Fernwood/Orlando International Airport

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



NeighborLink 822 Oviedo

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



NeighborLink 851 Sanford

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

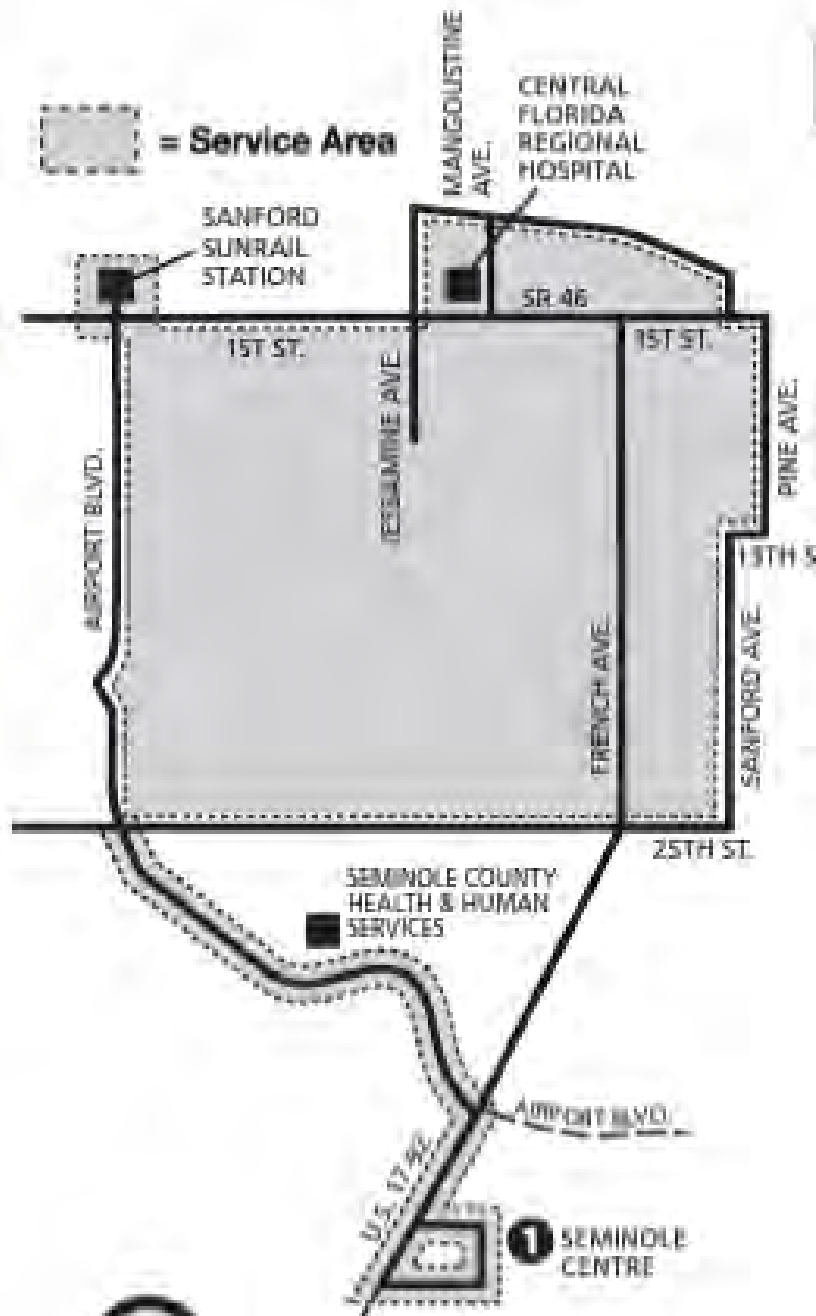


Exhibit "B"

Seminole County Transit Service Costs

Description of Appropriated Amount

October 1, 2023 through September 30, 2024

Fixed Route Operating Costs

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

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

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

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

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

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

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

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

FY2024 Billing Schedule

	October-23	\$982,869
	November-23	\$982,869
	December-23	\$982,869
	January-24	\$982,869
	February-24	\$982,869
	March-24	\$982,869
	April 24	\$982,869
	May-24	\$982,869
	June-24	\$982,869
	July-24	\$982,869
	August-24	\$982,869
	September-24	\$982,869
Annual Funding Request from County		\$11,794,422

Exhibit "C"
Schedule Listing of LYNX Funding Partners

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

LYNX Board Agenda

Action Agenda 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 FY2024 Service Funding Agreements with the Municipal Funding Partners

Date: 9/28/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to enter into funding agreements with the Municipal Funding Partners listed below for the provision of public transportation services corresponding with its respective funding contribution for the Fiscal Year 2024 Budget.

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

BACKGROUND:

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

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

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

LYNX Board Agenda

The funding partner agreement for FY2024 contains the following:

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

A copy of the proposed service funding agreement that will be entered into between LYNX and each of the Municipal Funding Partners for Fiscal Year 2024 is attached. Authorization is requested from the Board for LYNX staff to complete the funding agreement with each funding partner. This will permit the funding agreements to be executed more quickly after the beginning of LYNX’s fiscal year.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

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

LYNX Board Agenda

Exhibit "C"

Schedule Listing of LYNX Funding Partners

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

**24-C10 Service Funding Agreement
by and between
City of Orlando, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF ORLANDO, FLORIDA**, a municipal corporation duly created, organized, and existing under, and by virtue of the laws of the State of Florida, whose principal address is 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 25, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” shall mean the fiscal year beginning on October 1, 2023 and ending on September 30, 2024.

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

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2023 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

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

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

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

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

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

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

CITY OF ORLANDO, FLORIDA

By: _____
City Clerk

By: _____
Buddy Dyer, Mayor

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

Date: _____

City Attorney

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

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

By: _____

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

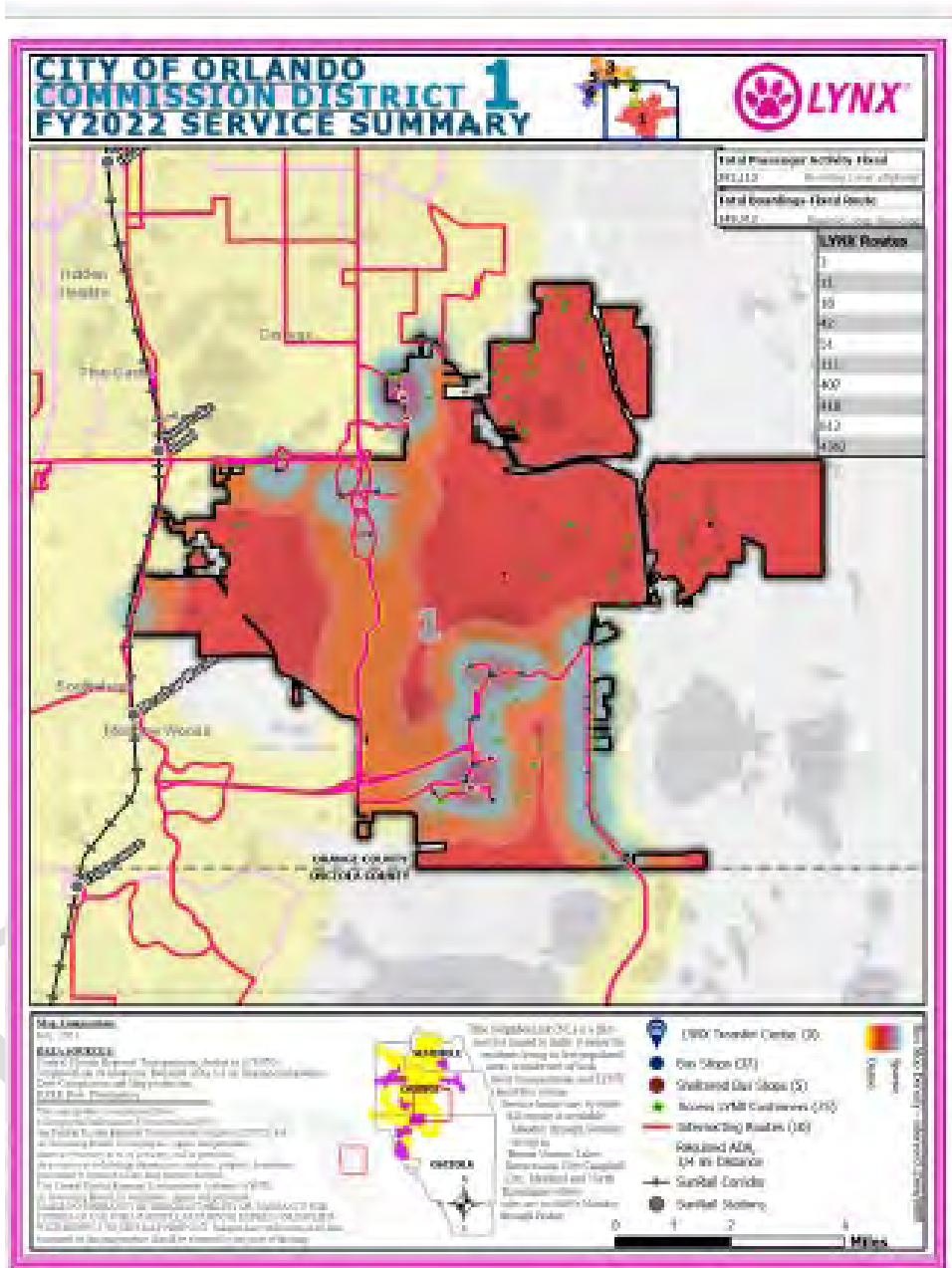
Title: Senior In-House Counsel

Date: _____

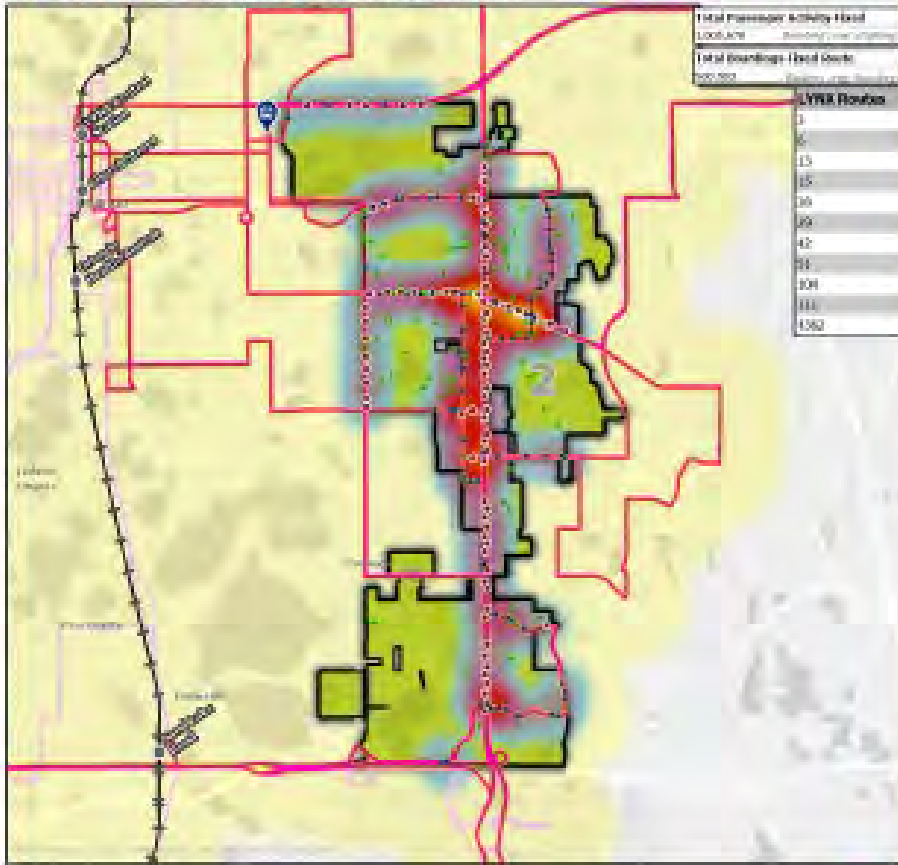
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA



CITY OF ORLANDO COMMISSION DISTRICT 2 FY2022 SERVICE SUMMARY



Total Passenger Activity (Estimated)	1,000,000
Total Boardings / Total Counts	500,000

LYNX Routes	Count
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100
101	101
102	102
103	103
104	104
105	105
106	106
107	107
108	108
109	109
110	110
111	111
112	112
113	113
114	114
115	115
116	116
117	117
118	118
119	119
120	120
121	121
122	122
123	123
124	124
125	125
126	126
127	127
128	128
129	129
130	130
131	131
132	132
133	133
134	134
135	135
136	136
137	137
138	138
139	139
140	140
141	141
142	142
143	143
144	144
145	145
146	146
147	147
148	148
149	149
150	150

Map Legend

LYNX Routes

- LYNX Route Center (12)
- Bus Stop (OT)
- Shaded Bus Stop (80)
- Route LYNX Centers (150)
- Intersecting Routes (11)
- Required ADA 5% in District
- General Corridor
- Service Stop

Scale: 0 0.5 1 2 Miles

Legend

- Legend
- Legend

Map Information

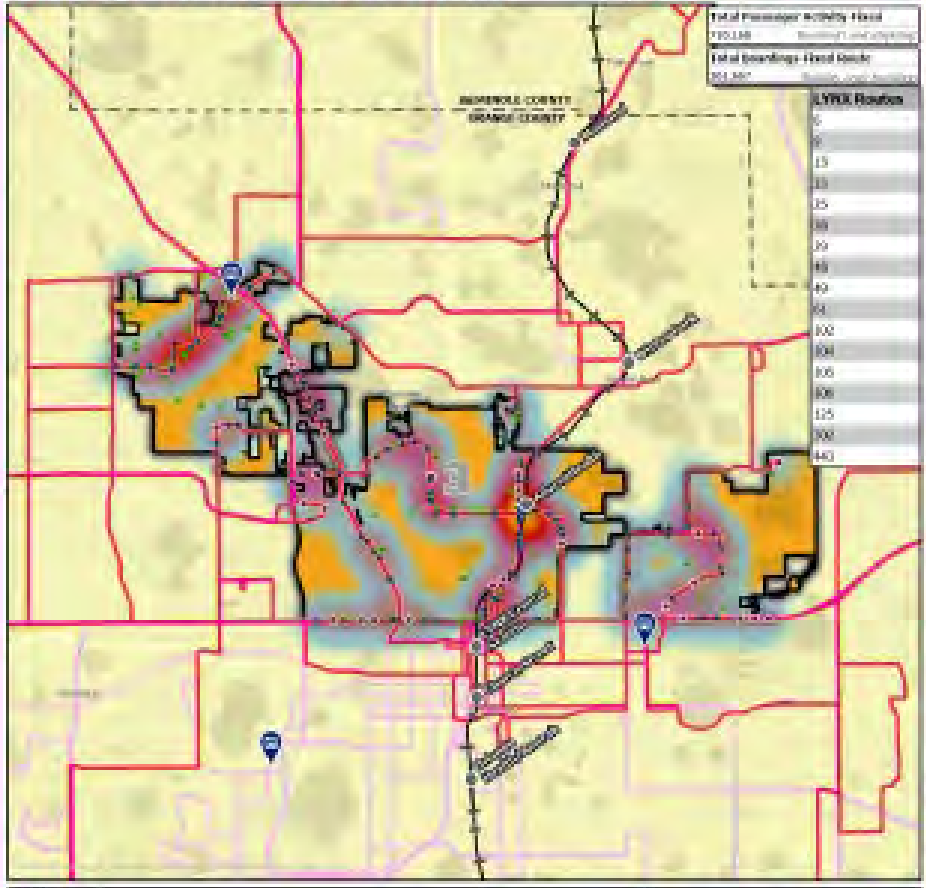
This map is a service area map for the City of Orlando LYNX bus system. It shows the geographic area covered by the bus system and the locations of bus stops and routes. The map is intended for informational purposes only and does not constitute a contract or warranty of service. The City of Orlando reserves the right to modify the service area at any time without notice.

City of Orlando

Map Information

This map is a service area map for the City of Orlando LYNX bus system. It shows the geographic area covered by the bus system and the locations of bus stops and routes. The map is intended for informational purposes only and does not constitute a contract or warranty of service. The City of Orlando reserves the right to modify the service area at any time without notice.

**CITY OF ORLANDO
COMMISSION DISTRICT 3
FY2022 SERVICE SUMMARY**



Map Information
Map 2022

BALA PROJECT:
City of Orlando, Transportation Division (CTD)
Department of Transportation, Bureau of City and District Planning
City Commission City Engineer
CTD City Engineer

Map Scale:
1:50,000
0.5 inch = 1 mile
1 inch = 2 miles
2 inch = 4 miles

Map Symbols:
0.5 mile
1 mile
2 mile
3 mile
4 mile
5 mile

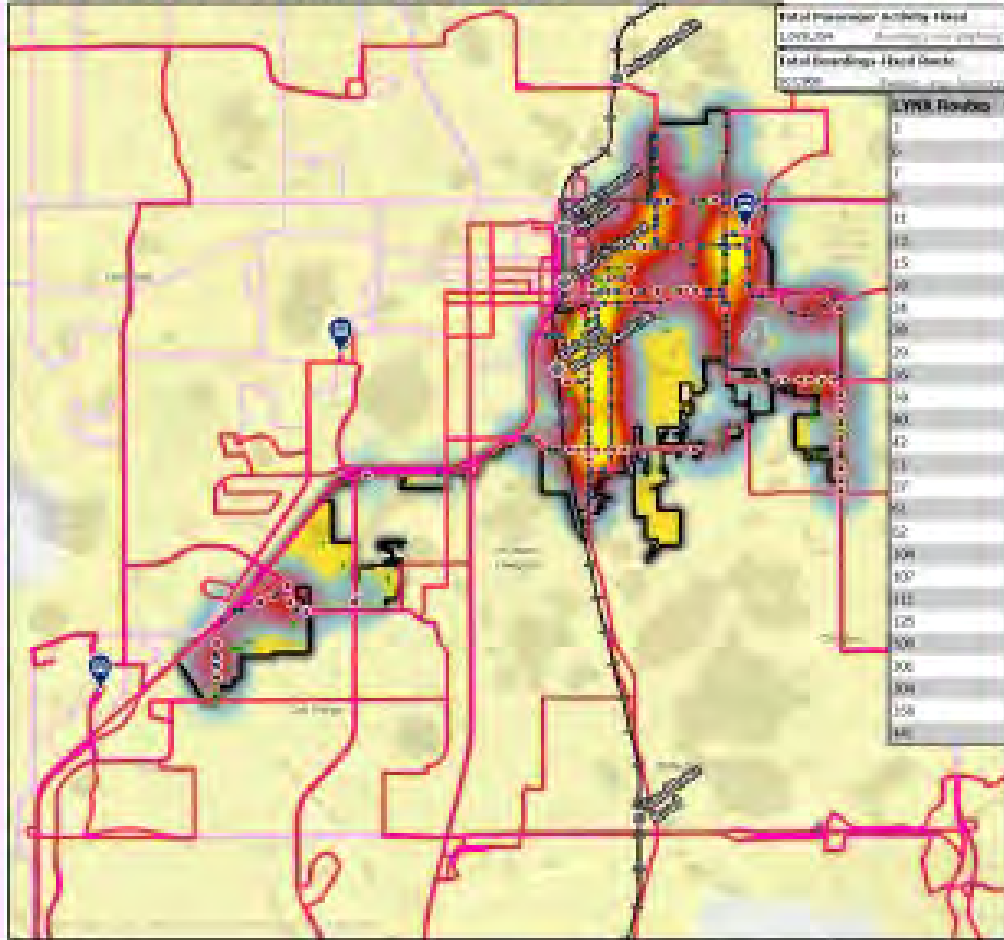
This map is for informational purposes only. It is not intended to be used for legal purposes. The City of Orlando and its agencies and employees are not responsible for any errors or omissions in the information provided on this map. The information is provided as a service to the public and is subject to change without notice. The information is provided as a service to the public and is subject to change without notice. The information is provided as a service to the public and is subject to change without notice.

Legend:

- LYNX Transfer Center (C)
- Bus Stop (B)
- Shuttle Bus Stop (S)
- Routes (M) Customers (100)
- Intersecting Routes (I)
- Required ADA, 1/4 mi Distance
- Transfer Corridor
- Transfer Station

Scale: 0, 0.75, 1.5, 3 Miles

**CITY OF ORLANDO
COMMISSION DISTRICT 4
FY2022 SERVICE SUMMARY**



Est of Passenger Activity - Fiscal Year
2021/22
(Estimated from agency data)

Est of Boardings - Fiscal Year
2021/22
(Estimated from agency data)

- LYNX Routes**
- 1
 - 6
 - 7
 - 11
 - 15
 - 18
 - 24
 - 26
 - 29
 - 34
 - 36
 - 42
 - 44
 - 46
 - 52
 - 59
 - 60
 - 67
 - 77
 - 78
 - 82
 - 90
 - 92
 - 94
 - 96
 - 99
 - 100
 - 101
 - 102
 - 105
 - 106
 - 108
 - 110

Map Information:
July, 2021

Basis: Percent of Total Transit Activity
Color of the heatmap is based on the percent of total transit activity for each route. The color scale ranges from blue (low density) to red (high density). The density is calculated based on passenger activity data from the fiscal year 2021/22.

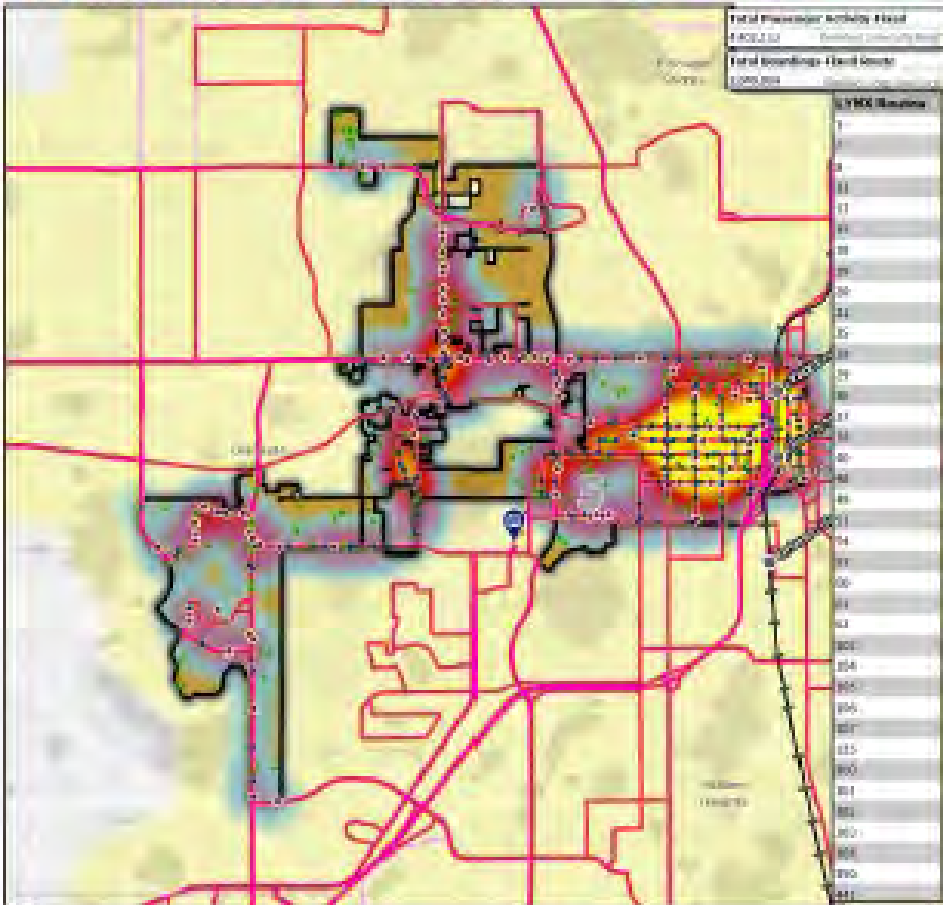
Map Symbols:

- LYNX Transfer Center (TC)
- Bus Stop (BS)
- Onboard Bus Stops (OB)
- Access to MB Customers (AM)
- Selected Bus Routes (SR)
- Selected ADA, 1/4 MI Distance
- Transfer Centers
- Transfer Centers

Scale: 0.75 1.5 3 Miles

Legend: Density (Color Scale)

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



Total Passenger Activity - Fleet	1,400,000
Total Boardings - Fleet Center	1,000,000

LYNX Revenue

0
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121

Map Legend:

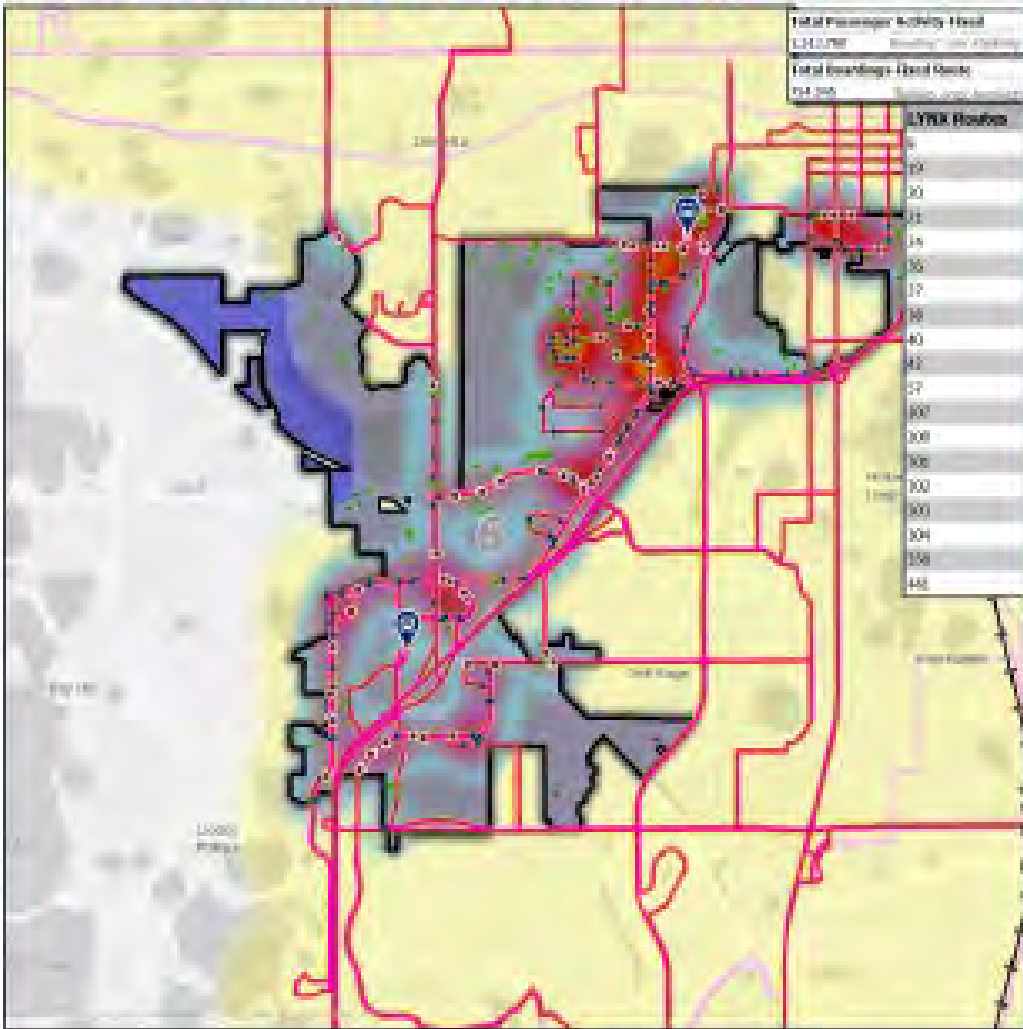
- LYNX Transfer Center (12)
- City Stop (257)
- Orlando Bus Stops (114)
- Active LYNX Customers (136)
- Intercity Routes (38)
- Required ADA 1/4 MI Distance
- Garage Corridor
- Garage Station

Scale: 0 0.5 1 2 Miles

Map Data:

City of Orlando, 2022. All rights reserved. This map is provided as a service to the public and is not intended to be used for any other purpose. The City of Orlando is not responsible for any errors or omissions on this map. The City of Orlando is not responsible for any damages or losses resulting from the use of this map. The City of Orlando is not responsible for any claims or lawsuits resulting from the use of this map. The City of Orlando is not responsible for any claims or lawsuits resulting from the use of this map.

CITY OF ORLANDO COMMISSION DISTRICT 6 FY2022 SERVICE SUMMARY



Map Legend:

- LYNX Transfer Center (2)
- Bus Stops (24)
- Shutled Bus Stops (7)
- Routes (78 Routes) (200)
- Intersecting Routes (14)
- Required ADA 1/4 mi. Distance
- Capital Corridor
- Capital Station

Map Notes:

The shaded area on the map is the service area for District 6. It includes all bus stops and routes within the district. The map is subject to change without notice. For more information, please contact the LYNX Customer Service Center at 407-836-5000 or visit us online at www.lynxfl.com.

Map Title: City of Orlando - Commission District 6 - FY2022 Service Summary

Exhibit "B"
APPROPRIATED AMOUNT

October 2023 through September 2024

\$4,003,006

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

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

Exhibit "C"
Schedule Listing of LYNX Funding Partners

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

ADDENDUM ONE

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

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 18, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2022 to September 30, 2023 and

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

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

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

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

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

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

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

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

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

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

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

“**Current Fiscal Year**” means the fiscal year beginning on October 1, 2023 and ending on September 30, 2024.

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

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

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

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

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

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

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

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

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

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

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

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2023 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

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

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

4. **LYNX Obligations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the rights of the parties to terminate this Agreement after the end of any fiscal year.

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Altamonte Springs
City Clerk's Office
225 Newburyport Avenue
Altamonte Springs, Florida 32701
407-571-8000
cityclerk@altamonte.org

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Eighteenth Circuit in and for Seminole County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Altamonte Springs
 225 Newburyport Avenue
 Altamonte Springs, Florida 32701
 Attn: Franklin W. Martz, II, City Manager

With copy to: City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701
Attn: Public Works and Utilities

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House Counsel

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

25. **E-Verify.** Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify system to verify the work authorization status of all newly hired employees, and requiring all sub-contractors to provide an affidavit attesting that the sub-contractor does not employ, contract with, or sub-contract with, an unauthorized alien.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

By: _____
City Clerk

For the use and reliance of City of
Altamonte Springs only. Approved as to
form and legal sufficiency.

City Attorney

FUNDING PARTNER:

**CITY OF ALTAMONTE SPRINGS,
FLORIDA**

By: _____
Pat Bates, Mayor

Date: _____

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

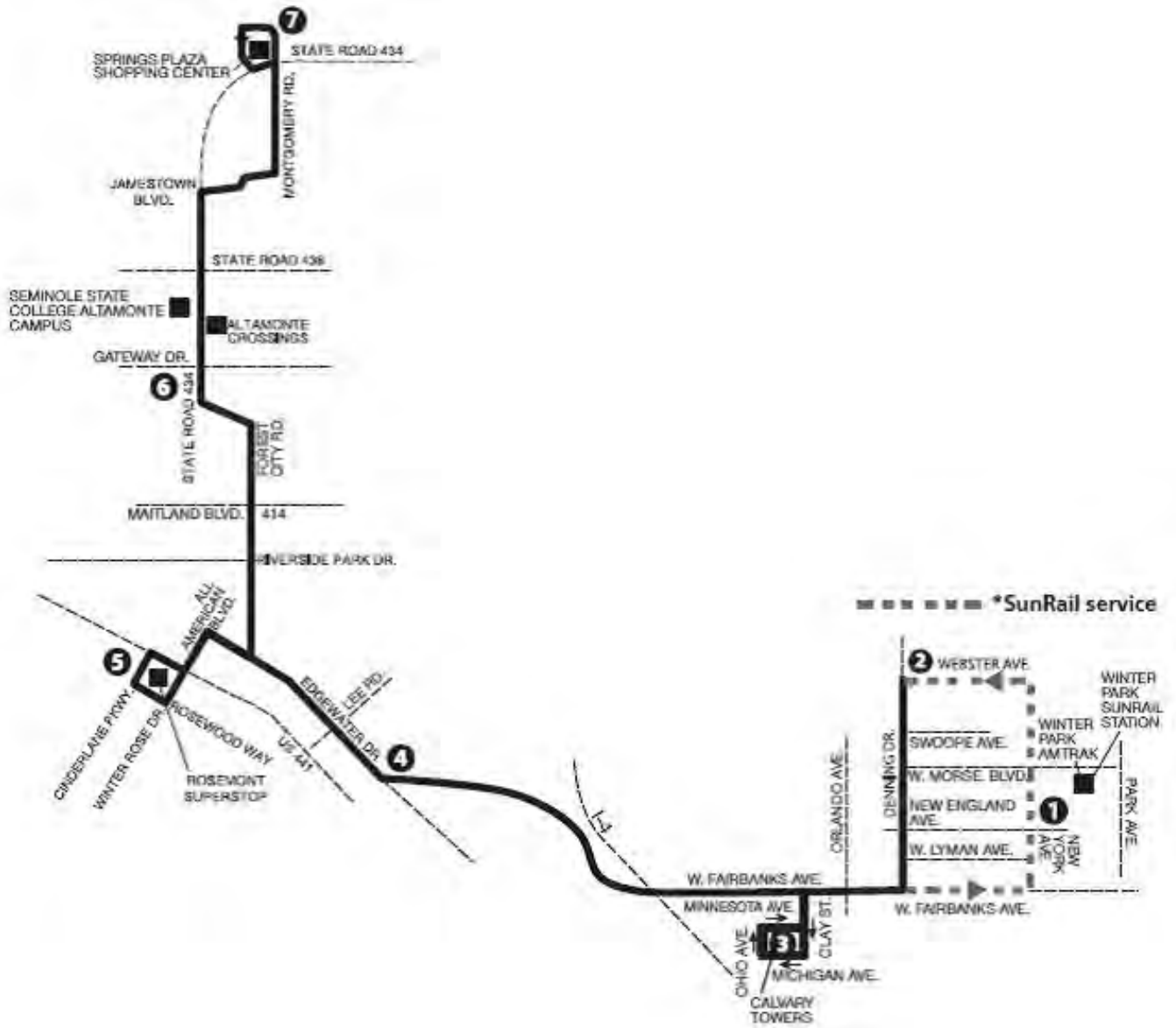
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

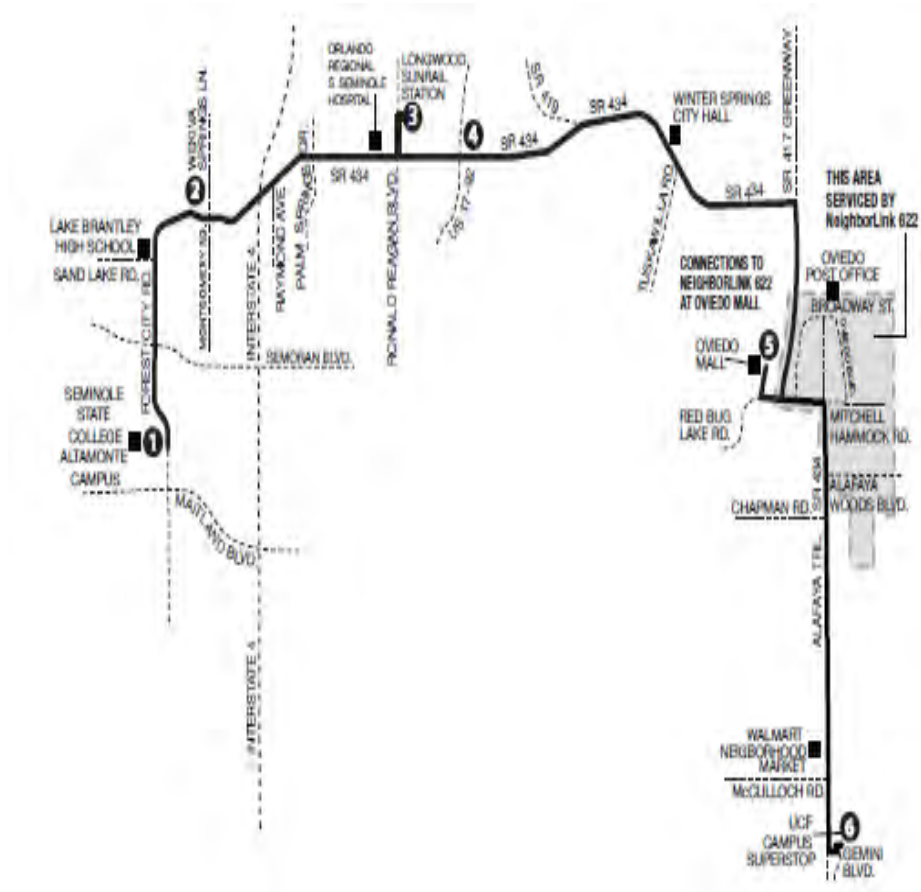
LINK 23 Winter Park/Springs Plaza

Serving: Winter Park Tech, Rosemont SuperStop, West Town Center Walmart, Springs Plaza Shopping Center, Winter Park SunRail Station and Calvary Towers



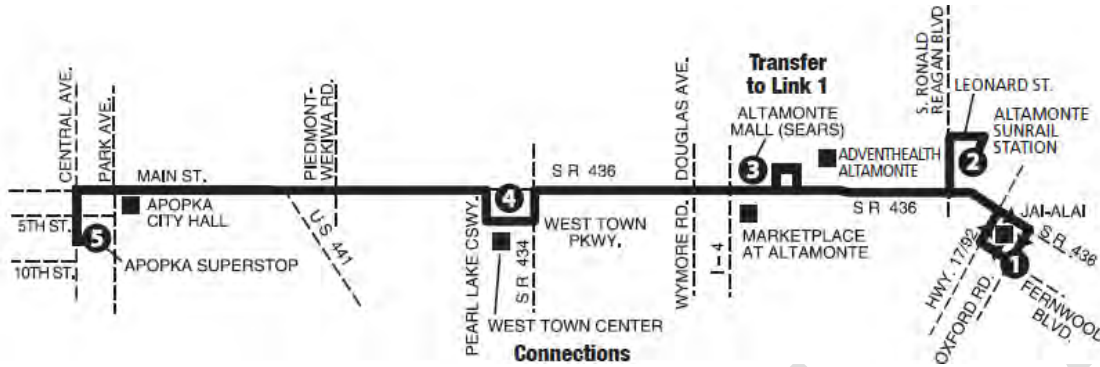
Link 434 SR 434

Serving: Seminole State College- Altamonte Campus, Lake Brantley High School, Winter Springs City Hall, South Seminole Hospital, Oviedo Mall, University of Central Florida SuperStop, NeighborLink 622, and Longwood SunRail Station



Link 436N SR 436/Fernwood/Apopka

Serving: Apopka, Apopka SuperStop, West Town Center, Altamonte Mall, AdventHealth Altamonte, Fern Park, and Altamonte SunRail Station



Link 436S SR 436/Fernwood/Orlando International Airport

Serving: Fern Park, Casselberry, Azalea Park, and Orlando International Airport

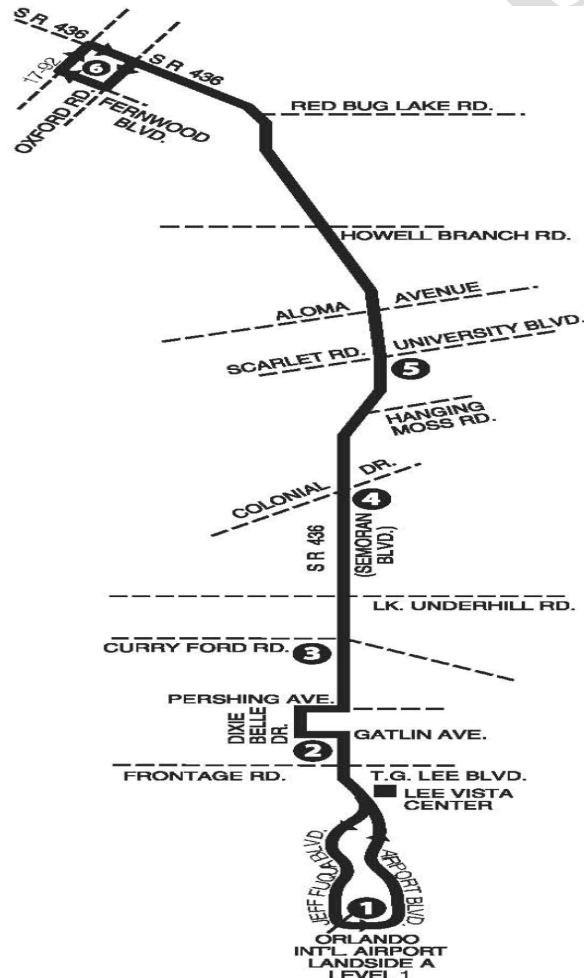


Exhibit "B"

APPROPRIATED AMOUNT

October 2023 through September 2024 \$ 120,900

FY2024 Billing Schedule:	
October 2023	\$ 30,225
January 2024	\$ 30,225
April 2024	\$ 30,225
July 2024	\$ 30,225
Annual Funding Request from City	\$ 120,900

DRAFT

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024 Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

**24-C05 Service Funding Agreement
by and between
City of Sanford, Florida
and
Central Florida Regional Transportation Authority**

THIS SERVICE FUNDING AGREEMENT (“Agreement”) is made and entered into by and between **CITY OF SANFORD, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is 300 N. Park Avenue, Sanford, Florida 32771 (hereinafter the “**Funding Partner**”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate governed pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter “**LYNX**”).

WITNESSETH

WHEREAS, Part II, Chapter 163, Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

WHEREAS, increasing traffic congestion and continued population growth require mass transit service improvements; and

WHEREAS, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

WHEREAS, the Funding Partner recognizes the need to maintain and improve transit services; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

WHEREAS, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

WHEREAS, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

WHEREAS, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of October 18, 2022 (the “**Prior Fiscal Year Funding Agreement**”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for

fiscal year from October 1, 2022 to September 30, 2023 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

WHEREAS, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2023; and

WHEREAS, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2023 and ending on September 30, 2024 (“**Fiscal Year**”) to support LYNX’s Public Transportation services for such fiscal year; and

WHEREAS, LYNX and the Funding Partner wish to acknowledge that appropriate methodology has been used to determine the recommended level of funding by each Funding Partner; and

WHEREAS, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation system only within the Service Area (as hereinafter defined).

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals.** The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions.** The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits and Addenda.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in Paragraph 3 hereof.

“**Current Fiscal Year**” means the fiscal year beginning on October 1, 2023 and ending on September 30, 2024

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the

passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

“**Fiscal Year**” or “**Current Fiscal Year**” means the twelve (12) month period commencing October 1, 2023 and ending the following September 30, 2024.

“**Fixed-Route Service**” means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

“**FDOT**” means the Florida Department of Transportation.

“**FTA**” means the Federal Transit Association.

“**New Appropriated Amount**” means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in Paragraph 3 below.

“**Next Fiscal Year**” means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2024 and ending the following September 30, 2025.

“**Operating Expenses**” mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

“**Passenger Fares**” means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

“**Passenger Trips**” means the number of fare-paying individuals who ride LYNX’s buses in any given period with each individual being counted once per boarding.

“**Public Transportation**” means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. “Special transportation” includes transportation services being provided to the public pursuant to the ADA.

“**Revenue Hours**” means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

“**Revenue Miles**” means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

“**Revenue Service**” means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

“**Service Area**” means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit “A”** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit “B”** attached hereto (the “**Appropriated Amount**”) to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2023 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(iii) In the event that the Appropriated Amount is less than the amount suggested by the Funding Model to fully fund the agreed upon service level in the Funding Partner’s Service Area, or in the event that the Appropriated Amount is less than the actual cost to fully fund the agreed upon service level in the Funding Partner’s Service Area, LYNX may, at its discretion, (x) utilize reserves to fund the difference and continue to provide the requested service level, or (y) reduce the service level in the Funding Partner’s Service Area to a level equivalent to the Appropriated Amount. However, in the event clause (x) is applicable, then the Funding Partner will promptly pay said difference to LYNX within thirty (30) days after the execution date of this Agreement.

(iv) In regard to Paragraph 3(a)(ii), above, for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) **Next Fiscal Year.** If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below:

(i) The amount to be paid shall be the Appropriated Amount for the Current Fiscal Year. This Appropriated Amount for the Current Fiscal Year (the “**Post-Termination Payment**”) shall be paid as provided herein.

(ii) LYNX will prepare and submit invoices for the Post Termination Payments and the Funding Partner will make such Post-Termination Payments within thirty (30) days after its receipt of such invoices from LYNX.

(iii) The Post Termination Payment shall be paid in equal monthly installments due on the first day of each month commencing October 1, 2023 until the earliest to occur of the following: (x) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (y) one hundred twenty (120) days following the date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receives from LYNX the Public Transportation services provided herein; or (z) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner, at which time this Agreement and specifically the provisions of this Subparagraph 3(b) will no longer be applicable. LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If this Subparagraph 3(b) is applicable, the parties will reconcile the difference between the amount that was paid by the Funding Partner and the amount that has been agreed upon for the Next Fiscal Year in the first month following the earliest of the occurrences set forth above.

(iv) If a written agreement for the Next Fiscal Year is not entered into between LYNX and the Funding Partner by November 30 of the Next Fiscal Year, then, in that event, LYNX will undertake the necessary procedure for the discontinuation of the service which process takes approximately one hundred and twenty (120) days. If a new Funding Agreement for the Next Fiscal Year is not entered into by January 31 of the Next Fiscal Year, then LYNX may discontinue the service in accordance with its policies and the Funding Partner will in any event pay for any service provided for the Next Fiscal Year, including any service that may be provided of necessity by LYNX after January 31 in accordance with its procedures.

(c) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

(i) Addition of route(s).

(ii) Elimination of route(s).

- (iii) Combination of routes.
- (iv) Changes to service span.
- (v) Change to service frequency.
- (vi) Changes in days of operation.

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that are plus or minus 10% and exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
 - (A) Subsidy per Passenger Trip.
 - (B) Passengers per trip.
 - (C) Passengers per Revenue Hour.
 - (D) Passengers per Revenue Mile.
 - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).

(vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.

- (A) A comparison of scheduled versus actual Revenue Miles.
- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Funding Model Information. Attached hereto as **Exhibit "C"** and is a schedule listing involving the following:

- (A) All of LYNX's funding partners;
- (B) The amount of funding required of each funding partner by the Funding Model for the Current Fiscal Year; and
- (C) The amount each funding partner actually budgeted for the Current Fiscal Year to contribute for the services contemplated in the LYNX Funding Model.
- (D) LYNX shall provide quarterly updates to **Exhibit "C"** by listing the amount each funding partner has paid to LYNX to date.

(viii) The amount of fund balance allocated to reserves.

(ix) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents,

subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this Paragraph 7 are further subject to the provisions of Subparagraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records.** If LYNX has questions regarding the application of Chapter 119, Florida Statutes, to LYNX's duty to provide public records relating to this agreement, contact the funding partner's custodian of public records at:

City of Sanford
City Clerk's Office
300 N. Park Avenue
Sanford, Florida 32771
407-688-5014

LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of the Funding Partner, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

(a) Keep and maintain public records required by the Funding Partner to perform the service.

(b) Upon request from the Funding Partner's custodian of public records, provide the Funding Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to the Funding Partner.

(d) Subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, upon completion of the contract, transfer, at no cost, to the Funding Partner all public records in possession of the LYNX or keep and maintain public records required by the Funding Partner to perform the service. If LYNX transfers all public records to the Funding Partner upon completion of the contract, LYNX shall, subject to LYNX's obligations under the Public Records Act and the records retention schedules promulgated thereunder, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Funding Partner, upon request from the Funding Partner's custodian of public records, in a format that is compatible with the information technology systems of the Funding Partner.

(e) If LYNX does not comply with a public records request, the Funding Partner shall enforce the contract provisions in accordance with the Agreement.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such

period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Agreement so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner: City of Sanford
300 N. Park Avenue
Sanford, Florida 32771
Attn: Norton N. Bonaparte, Jr., City Manager

As to LYNX: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Tiffany Homler Hawkins
Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Leonard Antmann, Chief Financial Officer

With a copy to: Central Florida Regional Transportation Authority
455 North Garland Avenue
Orlando, Florida 32801-1518
Attn: Carrie L. Sarver, Esq., B.C.S.,
Senior In-House Counsel

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be October 1, 2023. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2024, except for the provisions of this Agreement which by their terms survive the termination of this Agreement.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (NA) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

[Signatures appear on following page]

DRAFT

SIGNATURE PAGE FOR FUNDING PARTNER

ATTEST:

FUNDING PARTNER:

CITY OF SANFORD, FLORIDA

By: _____
City Clerk

By: _____
Art Woodruff, Mayor

For the use and reliance of City of Sanford only. Approved as to form and legal sufficiency.

Date: _____

City Attorney

DRAFT

SIGNATURE PAGE FOR LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

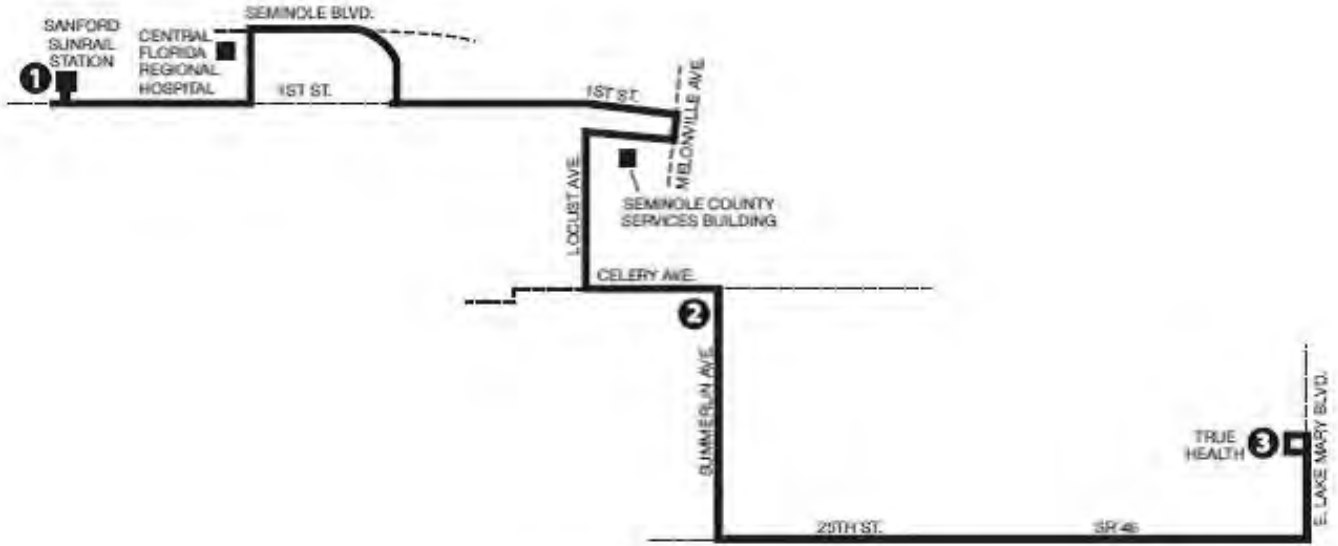
DRAFT

Exhibit "A"

DESCRIPTION OF SERVICE AREA

LINK 46 East E. First St./Downtown Sanford

Serving: Downtown Sanford, Central Florida Regional Hospital, Seminole County Services Building, True Health, Sanford SunRail Station, and NeighborLink 651



LINK 46 West w. SR 46/Seminole Towne Center

Serving: Seminole Towne Center, Walmart Rinehart Road, Super Target Rinehart Road, Sanford SunRail Station and NeighborLink 651

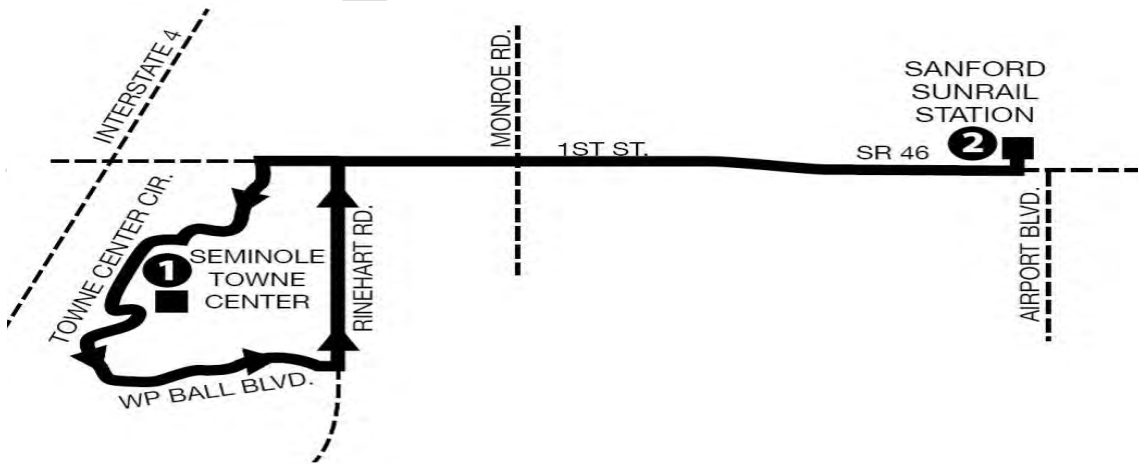


Exhibit "B"

APPROPRIATED AMOUNT

October 2023 through September 2024 \$ 93,000

FY2024 Billing Schedule:	
October 2023	\$ 7,750
November 2023	\$ 7,750
December 2023	\$ 7,750
January 2024	\$ 7,750
February 2024	\$ 7,750
March 2024	\$ 7,750
April 2024	\$ 7,750
May 2024	\$ 7,750
June 2024	\$ 7,750
July 2024	\$ 7,750
August 2024	\$ 7,750
September 2024	\$ 7,750
Annual Funding Request from City	\$ 93,000

Exhibit "C"
Schedule Listing of LYNX Funding Partners

		<u>FY2024 Funding Agreement</u>
<u>Operating Funding</u>		
Orange County	\$	69,041,652
Osceola County		11,533,044
Seminole County		11,416,995
Subtotal	\$	91,991,691
City of Orlando	\$	4,003,006
City of Orlando - LYMMO		3,118,508
FDOT (SunRail Feeder Route)		2,157,842
Central Florida Tourism Oversight District		541,953
Altamonte Springs		120,900
City of Sanford		93,000
Subtotal	\$	10,035,209
Subtotal Operating Funding	\$	102,026,900
<u>Capital Contributions</u>		
Orange County	\$	2,849,631
Osceola County		464,019
Seminole County		377,427
Subtotal	\$	3,691,077
Total Local Funds	\$	105,717,977

LYNX Board Agenda

Action Agenda 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 FY2024 Bus Service Agreements

Date: 9/28/2023

ACTION REQUESTED:

Staff is requesting the Board of Directors' authorization for the Chief Executive Officer (CEO) or designee to execute the following Bus Service Agreements:

- Central Florida Tourism Oversight District (CFTOD) in the amount of \$541,953 for a period of one (1) year;
- Lake County in the amount of \$160,588 for a period of one (1) year;
- Osceola County Link 612 in the amount of \$1,274,334 for a period of one (1) year;
- I-Drive Community Redevelopment Area in the amount of \$2,087,717 for a period of one (1) year;

BACKGROUND:

Central Florida Tourism Oversight District: LYNX operates service on Links 350: Destination Parkway/SeaWorld/Disney Express, Link 56: W. U.S. 192/Magic Kingdom, and Link 306: Disney Direct/Poinciana per an agreement with the Reedy Creek Improvement District (RCID). The Agreement provides for the daily operation of four (4) evening trips on the Link 350 and Link 56 and all service (two trips) on the Link 306.

Lake County: LYNX operates service on Link 55: West U.S. 192/Four Corners, which operates along West U.S. 192 between downtown Kissimmee and Four Corners, serving destinations along the U.S. 192 corridor. The agreement with Lake County calls for the operation of Saturday

LYNX Board Agenda

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: The name for the route is Link 612 Narcoossee Road. The proposed route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona.

I-Drive: The agreement will be for bus service for routes specifically serving the I-Drive corridor of the FUNDING PARTNER area. LYNX operates service on Link 8: West Oak Ridge / International Drive, Link 37: Pine Hills / Florida Mall, Link 38: Universal Orlando / I-Drive Express, Link 42: International Drive / Orlando International Airport.

A copy of the proposed bus service agreement that will be entered into between LYNX and each of the entities for Fiscal Year 2024 is attached. Authorization is requested from the Board for LYNX staff to complete the Bus Service Agreement with each entity including completion of the exhibits and addenda incorporating all edits agreed upon. This will permit the Bus Service Agreements to be executed more quickly after the beginning of LYNX's fiscal year. Non-substantive changes will be permitted to the Bus Service Agreements by way of changes through an Addendum provided that said changes are not materially adverse to LYNX.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:

A DBE participation goal is not applicable for this activity.

FISCAL IMPACT:

The FY2024 Proposed Operating Budget includes \$4,064,592 for the agreements with Central Florida Tourism Oversight District, Lake County, Osceola County Link #612, and International Drive (I-Drive).

**BUS SERVICE AGREEMENT
24-C01**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
(CFTOD)**

relating to the
providing of bus service in the Central Florida Tourism Oversight District Service Area
formerly known as the Reedy Creek Improvement District

October 1, 2023

TABLE OF CONTENTS

(The Table of Contents to this Bus Service Agreement is for convenience of reference only and is not intended to define, expand or limit any of the terms and conditions of this Bus Service Agreement)

<u>Paragraph</u>	<u>Caption</u>	<u>Page Number</u>
1.	DEFINITIONS.....	3
2.	PROVIDING OF BUS SERVICE	4
3.	TERM	5
4.	SCHEDULE OF BUS SERVICE	5
5.	PAYMENT FOR BUS SERVICE	5
6.	SECURITY DEPOSIT.....	3
7.	ACCESS OVER PUBLIC AND PRIVATE PROPERTY.	3
8.	ADVERTISING.....	4
9.	BOND	4
10.	NON-ASSIGNABILITY	4
11.	RELATIONSHIP OF PARTIES.....	4
12.	NO THIRD PARTY BENEFICIARY	6
13.	NOTICE.....	6
14.	GOVERNING LAW.....	5
15.	MISCELLANEOUS CLAUSES	5
16.	BOARD APPROVAL	7
17.	COMPLETE AGREEMENT.....	7

<u>Schedule of Exhibits and Appendices</u>	<u>Page Number</u>
Exhibit "A"	Sketch of Central Florida Tourism Oversight District Service Area14
Exhibit "B"	Central Florida Tourism Oversight District Transit Service Costs15
Exhibit "C"	Description of Service and Bus Routes16
Appendix 1	Graphical Depictions of LYNX Bus Service Routes17

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the "**Agreement**") made and entered as of this 1st day of October 2023, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic of the State of Florida, d/b/a **LYNX**, 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter referred to as "**LYNX**")

and

CENTRAL FLORIDA TOURSIM OVERSIGHT DISTRICT, a body corporate and politic organized under the laws of the State of Florida, 1900 Hotel Plaza Boulevard, Post Office Box 10170, Lake Buena Vista, Florida 32830 (hereinafter referred to as "**CFTOD**"). **CFTOD** and **LYNX** shall sometimes be referred to collectively as the "**Parties**."

WITNESSETH:

WHEREAS, **LYNX** provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, **CFTOD** is the governmental authority having jurisdiction over the lands of the Central Florida Tourism Oversight District, as generally described and set forth in **Exhibit "A"** attached hereto (the "**Service Area**"); and

WHEREAS, **CFTOD** has expressed a need for public transportation service in and to certain portions of the Service Area in order to provide for, among other matters, public transportation in order to facilitate employees, guests and other persons seeking transportation to and from facilities located in the Service Area; and

WHEREAS, the Parties have agreed for **LYNX** to operate one or more "bus links" and to expand one or more existing "bus links" in the Service Area to provide additional public bus transportation, as shown on **Exhibit "C"** and as graphically depicted on **Appendix 1** thereof, and **LYNX** is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS**. For the purposes of this Agreement, the following definitions shall apply under this Agreement, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement

shall mean this Bus Service Agreement, as the same may be amended from time to time.

<u>Bus Service</u>	shall mean the bus service to be provided by LYNX in the Service Area as set forth in this Agreement and on Exhibit "C."
<u>Contributions</u>	shall mean, the CFTOD Contributions.
<u>CFTOD</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>CFTOD Contributions</u>	shall mean the contributions to be made by CFTOD to LYNX for the Bus Service to be paid in the amounts and on the dates set forth in Exhibit "B" attached hereto.
<u>FDOT</u>	shall mean the Florida Department of Transportation.
<u>FTA</u>	shall mean the Federal Transit Administration.
<u>LYNX</u>	shall have the meaning set forth in the preamble to this Agreement.
<u>Service Area</u>	shall mean the area, as described and set forth in Exhibit "A" attached hereto.
<u>Service Route, Bus Route or Bus Link</u>	shall mean the bus routes for service to be provided by LYNX as identified and set forth in Exhibit "C" attached hereto.
<u>Service Schedule</u>	shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in Paragraph 4 below.
<u>Term</u>	shall mean the term of this Agreement, as set forth in Paragraph 3 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Contributions, LYNX agrees to provide the Bus Service in and to the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- (a) Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- (b) All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, etc.
- (c) The changing transportation needs of CFTOD to the extent LYNX can reasonably accommodate such needs.

3. **TERM.** This Agreement shall be effective as of October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein, continue through September 30, 2024 (the "**Expiration Date**"). The Parties are aware and understand that the number of Bus Routes and the extent of the Bus Service is already in place and that LYNX is claiming no additional compensation for periods prior to the Commencement Date of this Agreement.

4. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "C"** is a Schedule showing the bus stops and service times for the Bus Service provided by LYNX pursuant to this Agreement. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated times, stops and service.

5. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of CFTOD paying to LYNX the sum of Five Hundred Forty-One Thousand Nine Hundred Fifty-Three Dollars (\$541,953) payable in two payments of Two Hundred Seventy Thousand Nine Hundred Seventy-Six Dollars (\$270,976) upon the effective date of Agreement and Two Hundred Seventy Thousand Nine Hundred Seventy-Seven Dollars (\$270,977) on or before September 1, 2024, as set forth in **Exhibit "B"**. No additional fees shall be due from CFTOD for services provided prior to the Commencement Date of this Agreement.

With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the fares, interests, etc.) the same may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

6. **SECURITY DEPOSIT.** No security deposit is required of CFTOD under this Agreement.

7. **ACCESS OVER PUBLIC AND PRIVATE PROPERTY.** The Parties understand that with respect to the Bus Routes, most of the Bus Routes to be covered in the Service Area are over roads which are owned and operated by CFTOD for use by the public. Other roads within the Service Area may be deemed to be "private" such as, for example, roads behind gates, etc. If and to the extent the Bus Route at any time extends over any private property not owned and operated for public use by CFTOD in the Service Area, CFTOD shall use commercially reasonable efforts to obtain the consent of such private property owner(s) to provide the Bus Service provided by LYNX from time to time. LYNX acknowledges and agrees that any consent for use of such private roads within its Bus Route may be revoked by CFTOD or the owner of said private property in their sole and absolute discretion upon twenty-four (24) hours' notice to LYNX and, in such event, LYNX will modify the Bus Service accordingly to exclude the private property.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

- (a) LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time. LYNX will use its best efforts not to place on buses in the Service Area advertising relating to any theme parks in the Orlando area that directly compete with theme parks located within the Central Florida Tourism Oversight District ; however, depending on bus repairs, maintenance, etc. it is possible from time to time that buses in the Bus Service Area may contain said advertising but LYNX will use its best efforts not to utilize said advertising on buses in the Bus Service. Any revenue relating to said bus advertising shall be the sole property of LYNX.
- (b) LYNX will have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements.

9. **INSURANCE.** LYNX shall, together with its execution of this Agreement, provide to CFTOD either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage.

10. **INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

11. **BOND.** CFTOD shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by CFTOD under this Agreement.

12. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

13. **RELATIONSHIP OF PARTIES.** The Parties are aware and agree that the relationship between LYNX and CFTOD under this Agreement shall be that of an independent contractor and not an agent.

14. **NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS.** This Agreement is

solely between the parties hereto and no entity, person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

15. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, 3 days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

As to LYNX: Tiffany Homler Hawkins
Chief Executive Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6064

with a copy to: Leonard Antmann
Chief Financial Officer
Central Florida Regional Transportation
Authority d/b/a LYNX
455 North Garland Avenue
Orlando, Florida 32801
Telephone: (407) 254-6125

As to CFTOD: Glenton Gilzean, Jr, District Administrator
Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830
Telephone: (407) 934-7480

Either party may change the persons and/or address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

16. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS AGREEMENT, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL

CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE ANY OTHER COURT SITTING IN ORANGE COUNTY, FLORIDA, HAVING SUBJECT MATTER JURISDICTION. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

In the event either party employs an attorney or brings an action against the other party arising out of the terms of this Agreement, the prevailing party (whether such prevailing party has been awarded a money judgment or not) shall receive from the non-prevailing party (and the non-prevailing party shall be obligated to pay) the prevailing party's reasonable legal fees and expenses (including, without limitation, the fees and expenses of experts and para-professionals), whether such fees and expenses are incurred before, during or after any trial, re-trial, re-hearing, mediation or arbitration, administrative proceedings, appeals or bankruptcy or insolvency proceedings, and irrespective of whether the prevailing party would have been entitled to such fees and expenses under applicable law in the absence of this provision. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcription fees, depositions or proceedings, costs of discovery and travel costs. The term "prevailing party" as used in this provision shall mean that party whose positions substantially prevail in such action or proceeding, and any action or proceeding brought by any other party against the other as contemplated in this provision may include a plea or request for judicial determination of the "prevailing party" within the meaning of this provision. In the event no party substantially prevails in its positions, the court may rule that no party has so substantially prevailed, in which event each party shall be responsible for their own fees and expenses in connection therewith.

17. **MISCELLANEOUS CLAUSES.**

- (a) **Sovereign Immunity.** Nothing contained in this Agreement, the relationship between the Parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by either LYNX and/or CFTOD of their rights to invoke sovereign immunity as a governmental entity.
- (b) **Force Majeure.** The rights and obligations and duties of the Parties hereunder (other than the payment of money) shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and government regulations and directives as applicable.

- (c) **Time of Essence.** The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
- (d) **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- (e) **Public Records; E-Verification.** The Parties hereto warrant compliance with the provisions of (i) Chapter 119, F.S. (with regard to its/their respective duty(ies) to provide public records relating to this Agreement), and (ii) all federal immigration laws and regulations that relate to their employees. The Parties acknowledge and agree that LYNX and CFTOD are public employers that are subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. Notwithstanding anything to the contrary contained herein, if either CFTOD or LYNX has a good faith belief that the other has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the party with such good faith belief shall terminate this Agreement. The party violating this paragraph shall be liable for any additional costs incurred by the other party as a result of the termination of this Agreement based on said party's failure to comply with the E-Verify requirements referenced herein.
- (f) **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- (g) **Benefits of Service.** The CFTOD monies to be paid by CFTOD to LYNX pursuant to Paragraph 5 hereof, are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- (h) **No Oral Modification.** The Parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- (i) **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable under applicable present or future laws by a court of competent jurisdiction, the remaining provisions shall

remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable. In lieu of each clause or provision of this Agreement which is invalid, illegal or unenforceable, there shall be added as a part of this Agreement a clause or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

- (j) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts. All counterparts taken together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- (k) **Adjustment of Bus Routes.** The Parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- (l) **Default/Notice/Procedure to Resolve Disputes.** The Parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstanding. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other Party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, CFTOD is aware and specifically understands that the scope and quantity of the Bus Service being made available by it is based upon the amount and it receiving the Contributions from time to time. Thus, for example, if CFTOD should fail to pay the requisite CFTOD Contributions, LYNX could seek to enforce that payment but, at its option, could also reduce in its discretion the bus service specifically within the Service Area.
- (m) **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers various Bus Routes that are located both within and outside the Service Area, as more particularly set forth in **Exhibit "C."** Thus, the Contributions may be used for all of said Bus Service.

18. **BOARD APPROVAL.** This Agreement is subject to the approval by the CFTOD Board of Supervisors and the LYNX Board of Directors.

19. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the Parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified, except by a writing signed by the party to be charged by said amendment, change or modification.

[Signatures on Following Pages]

DRAFT

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

LYNX:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: _____
Name: Tiffany Homler Hawkins
Title: Chief Executive Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties have hereunto executed this Bus Service Agreement the day and year first above written.

**CFTOD:
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

By: _____

Name: Glenton Gilzean, Jr.

Title: District Administrator

Date: _____

ATTEST:

By: _____

Clerk, Board of Supervisors

DRAFT

EXHIBIT "A"

Sketch of Central Florida Tourism Oversight District Service Area

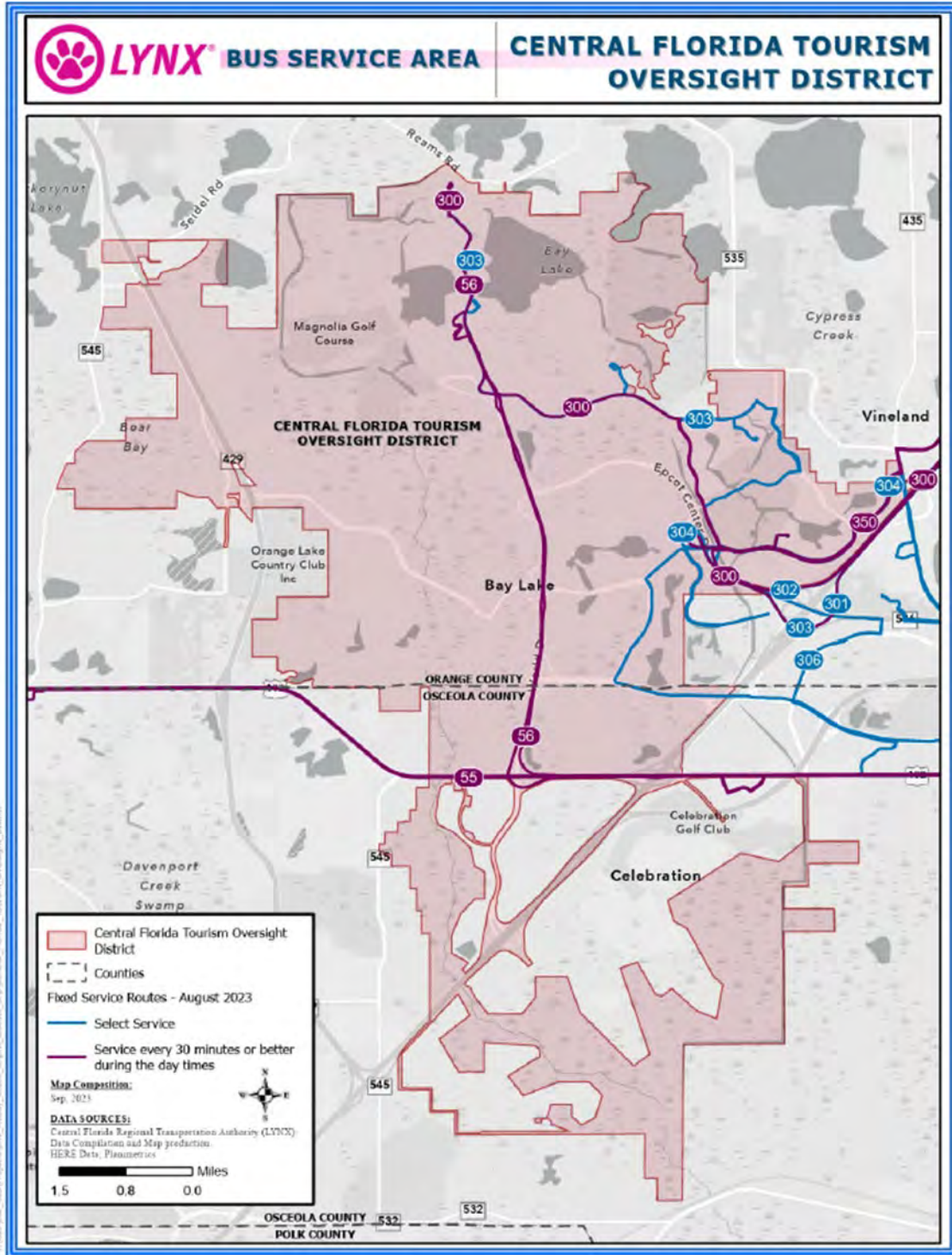


Exhibit "B"

Central Florida Tourism Oversight District Transit Service Costs

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 56	\$166,298
Link 306	\$170,184
Link 350	\$205,471
	\$541,953

Net Funding Request from County \$541,953

FY2024 Billing Schedule

On or before 10/1/2023	\$270,976
On or before 9/1/2024	\$270,977
Annual Funding Request from County	<u><u>\$541,953</u></u>

EXHIBIT "C"

Description of Lynx Bus Service, Times and Lynx Bus Routes

Effective August 20, 2023

(Refer to Appendix 1 hereof for graphical representation of each Route)

Route	Days of Service	Times of Service	Stops
Link 56: West U.S. 192/ Magic Kingdom	Monday-Sunday & Holidays.	Departs 5:30 AM – 11:00 PM approximately every half hour daily from Disney University (6:24 AM – 11:54 PM Saturdays and 6:30 AM – 11:10 PM Sundays)	Plaza del Sol, Old Town, Celebration, WDW Transportation and Ticket Center, Magic Kingdom Cast Bus Station, Disney University, LYNX Kissimmee Intermodal Station/SunRail, and Osceola Regional Medical Center
Link 306: Disney Direct/ Poinciana	Monday-Sunday & Holidays.	Two (2) trips per day: Morning from 6:09 AM to 7:18 AM (6:22 AM on Sat./Sun.); Evening from 5:15 PM to 6:34 PM (5:17 PM to 6:20 PM on Sat./Sun.)	Poinciana, Poinciana High School, Disney Springs Transfer Center, Hilton Bonnet Creek Resort, NeighborLink 601, Citrus Connection 16X, 19X, 603, NeighborLink 604, Poinciana Walmart, Poinciana SunRail Station, and JW Marriott Orlando, and Bonnet Creek Resort
Link 350: Destination Pkwy/ SeaWorld/ Disney Express	Monday-Sunday & Holidays.	Departs 5:15 AM – 12:15 AM every half hour daily from Disney Springs Transfer Center	Disney Springs Transfer Center, Orange County Convention Center, SeaWorld, Destination Parkway Superstop, Downtown Orlando, and LYNX Central Station

APPENDIX 1

Graphical Depictions of LYNX Bus Service Routes

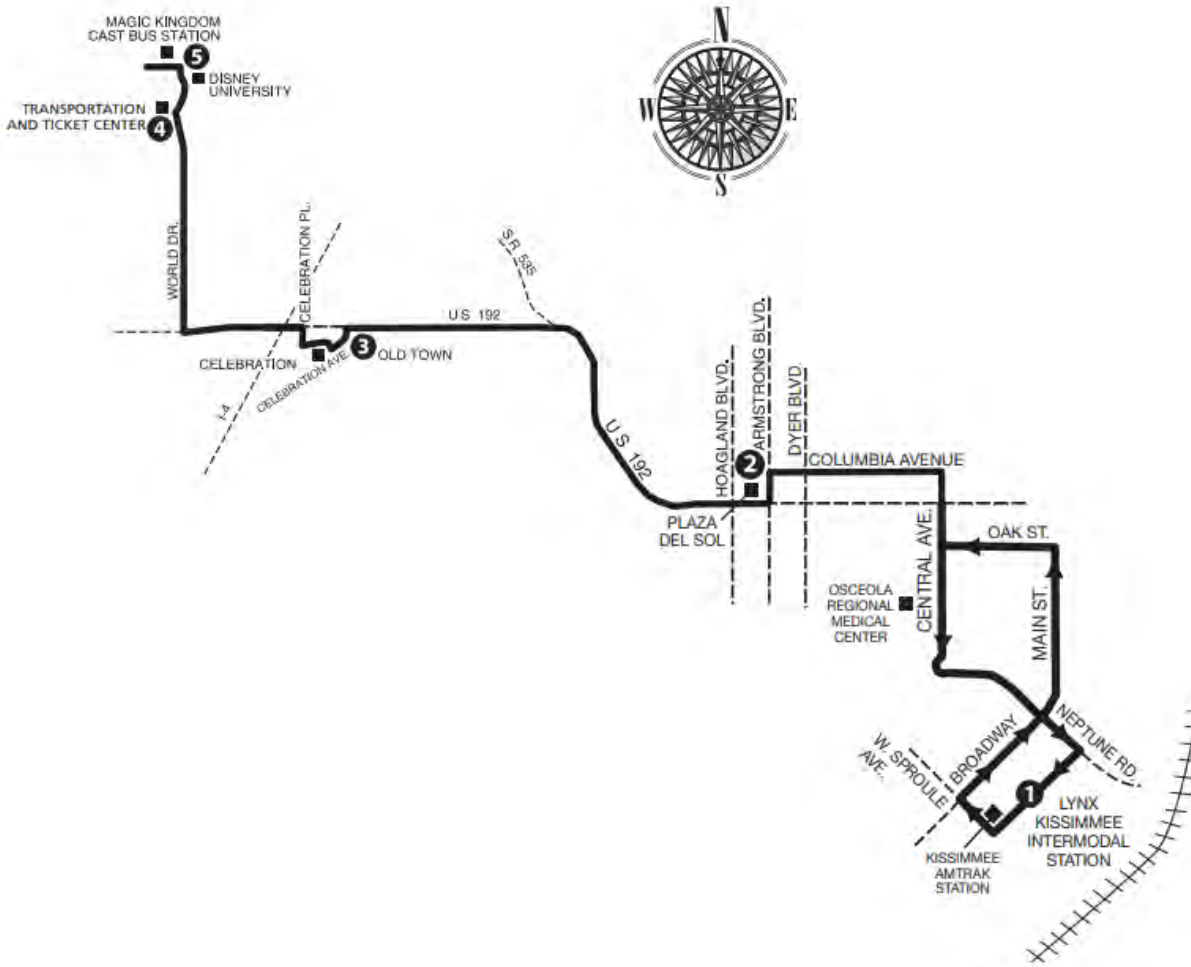
Link 56

W. U.S. 192/Magic Kingdom

Monday-Sunday & Holiday service

- **SERVING:**
- Plaza Del Sol
- Old Town
- Celebration
- Walt Disney World Resort
- Transportation and Ticket Center

- Magic Kingdom Cast Bus Station
- Disney University
- LYNX Kissimmee Intermodal Station/SunRail
- Osceola Regional Medical Center



Service: Monday-Sunday & Holidays
5:30 AM to 12:08 AM

Frequency: 30 minutes

Link 306

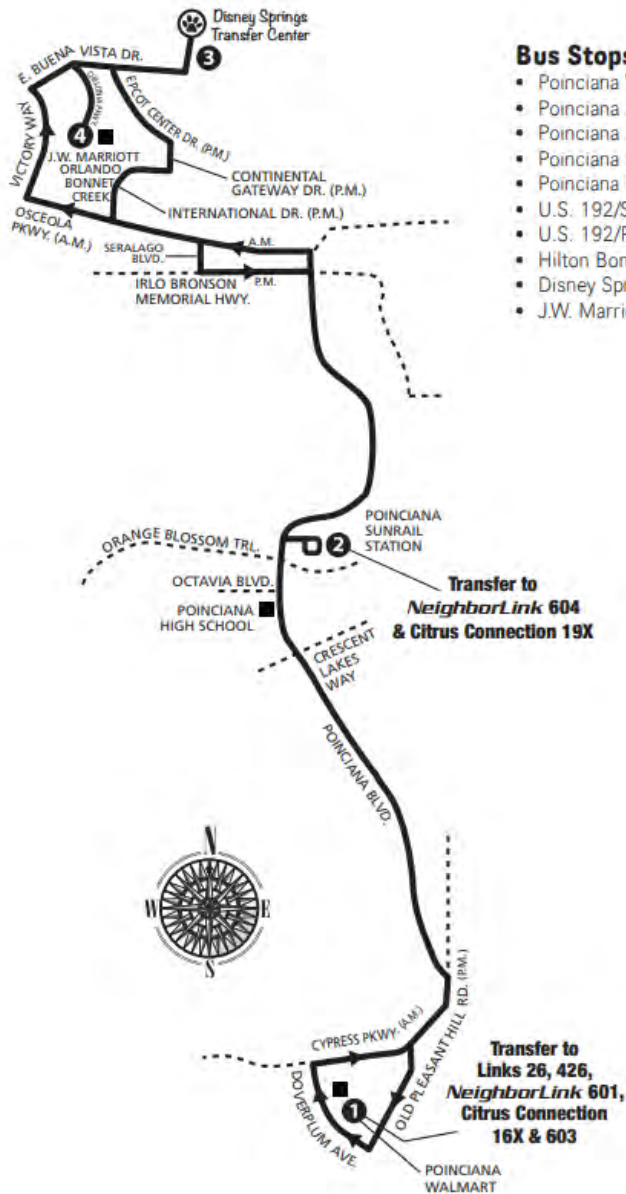
Disney Direct

Monday–Sunday & Holiday service

SERVING:

- Poinciana
- Poinciana High School
- Disney Springs Transfer Center
- Hilton Bonnet Creek Resort
- NeighborLink 601

- Citrus Connection 16X, 19X, 603
- NeighborLink 604
- Poinciana Walmart
- Poinciana SunRail Station
- J.W. Marriott Orlando
- Bonnet Creek



Bus Stops:

- Poinciana Walmart
- Poinciana Blvd./Crescent Lakes Way
- Poinciana Blvd./Trafalgar Blvd.
- Poinciana SunRail Station
- Poinciana Blvd./Irlo Bronson (a.m.)
- U.S. 192/Seralago Blvd. (p.m.)
- U.S. 192/Poinciana Blvd. (p.m.)
- Hilton Bonnet Creek
- Disney Springs Transfer Center
- J.W. Marriott Orlando Bonnet Creek

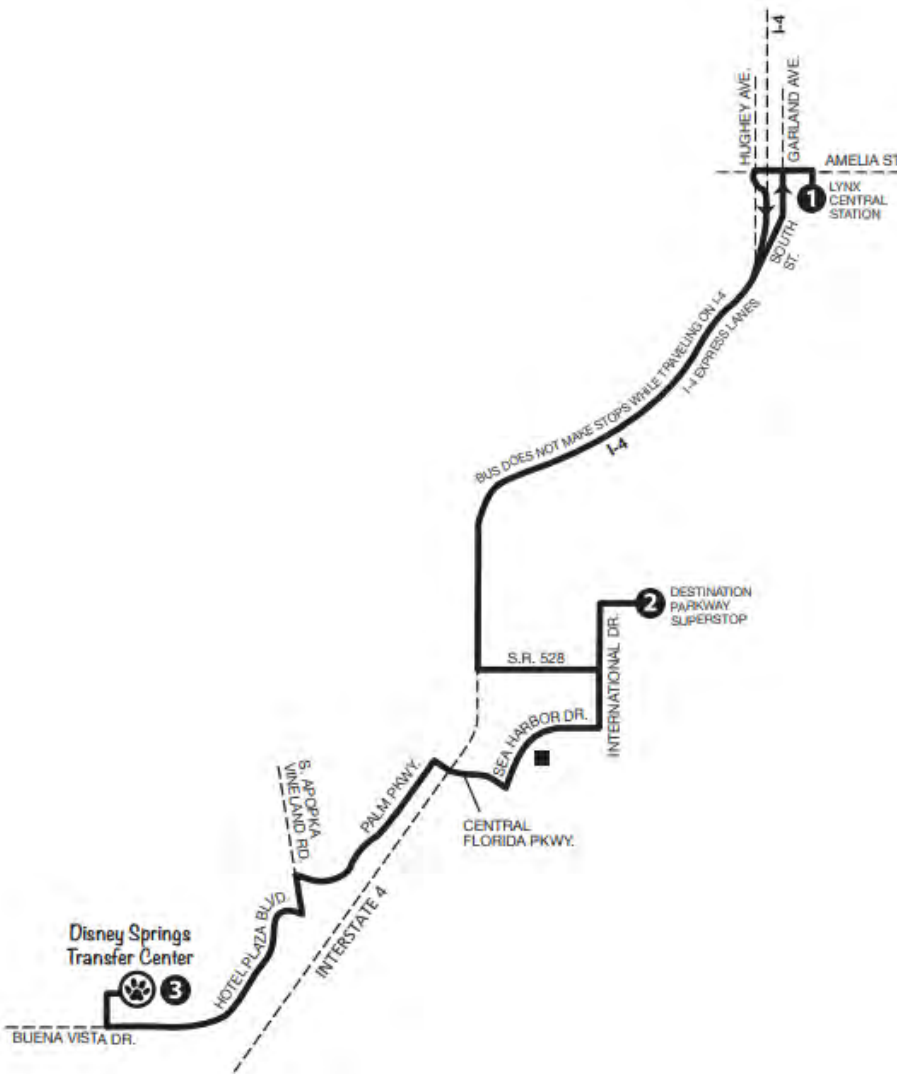
Service: Monday-Sunday & Holidays

Frequency: One northbound trip to Disney Springs at 6:09 a.m.
One PM southbound trip to Poinciana at 5:15 p.m.

Link 350
**Destination Parkway/
 SeaWorld/Disney Express**
 Monday–Sunday & Holiday
 service

- SERVING:**
- LYNX Central Station
 - SeaWorld
 - Disney Springs
 - Transfer Center
 - Destination Parkway SuperStop

Orange County Convention
 Center
 Downtown Orlando



Service: Monday-Sunday & Holidays
 5:15 AM to 12:57 AM

Frequency: 30 minutes

**BUS SERVICE AGREEMENT
24-C02**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

LAKE COUNTY

October 1, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October, 2023, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX, a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, (hereinafter referred to as “**LYNX**”) whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as “**LAKE COUNTY**”) whose principal address is 315 West Main Street, Suite 520, Tavares, Florida 32778. **LAKE COUNTY** and **LYNX** shall sometimes each be referred to as a “party” and collectively as the “**parties.**”

WITNESSETH:

WHEREAS, **LYNX** provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, **LAKE COUNTY** has expressed a need for additional or new public transportation service in and to certain portions of Lake County identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed to **LYNX** establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and **LYNX** is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

- | | |
|-----------------------------------|--|
| <u>Agreement</u> | Shall mean this Bus Service Agreement, as the same may be amended from time to time. |
| <u>Bus Service</u> | Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement. |
| <u>Cost of Bus Service</u> | Shall mean the actual cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2024, will be based on an estimated hourly rate of \$103.69 including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph 3 below. |

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

<u>Farebox Revenue</u>	Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.
<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>LAKE COUNTY</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Farebox Revenue</u>	Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by LAKE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Net Monthly Cost of Bus Service</u>	Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.
<u>Service Area</u>	Shall have the meaning set forth in the preamble to this Agreement.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- c. The changing transportation needs of LAKE COUNTY to the extent LYNX can accommodate such needs; and which are either consistent with the terms of the Agreement or, if

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

inconsistent with the terms of the Agreement are part of a contract modification approved in accordance with paragraph 16.

The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective on October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, continue through September 30, 2024 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit "A"** attached hereto.

No later than six (6) months before the end of the fiscal year of this Agreement (based on a September 30 fiscal year), LAKE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered in accordance with paragraph 12.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, LAKE COUNTY or LYNX may terminate this Agreement with no less than five (5) business days' written notice to the other party. Notice shall be delivered in accordance with paragraph 12.

c. **Termination for Breach.** Unless breach is waived by LAKE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and LAKE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the rights of LAKE COUNTY or LYNX to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "A"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with LAKE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with LAKE COUNTY, could move that Bus Stop to a safer location.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of LAKE COUNTY paying to LYNX the Monthly Cost of Bus Service. In that regard, the parties do hereby agree as follows:

a. Within thirty (30) days after the end of each and every month, LYNX shall provide to LAKE COUNTY an invoice based on the anticipated Monthly Cost of Bus Service in accordance with the schedule attached at **Exhibit “B,”** attached hereto and incorporated herein. LAKE COUNTY will make payments on all undisputed invoices in accordance with the Prompt Payment Act of Part VII, Chapter 218, Florida Statutes. For each month, if the actual net monthly cost of bus service is 5% or greater **less than** the anticipated monthly cost of bus service paid to LYNX by LAKE COUNTY pursuant to **Exhibit B** for that month, LYNX will reimburse the difference to LAKE COUNTY within thirty days after receipt of the payment and will provide supporting documentation upon request.

b. For the purpose of invoicing, invoices and related matters will be sent to LAKE COUNTY at the following address:

Lake County Office of Transit Services
PO Box 7800
Tavares, Florida 32778

c. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

d. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

e. The anticipated Monthly Cost of Bus Service is set forth on **Exhibit “B”** attached hereto.

7. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place advertising from time to time on the buses which it uses to provide the Bus Service.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

8. **BOND**. LAKE COUNTY will not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by LAKE COUNTY under this Agreement.

9. **NON-ASSIGNABILITY**. This Agreement is not assignable by either Party without the prior written consent of the other Party.

10. **RELATIONSHIP OF OTHER PARTIES**. The Parties are aware and agree that the relationship between LYNX and LAKE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

11. **NO THIRD-PARTY BENEFICIARY**. This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

12. **NOTICE**. Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth below, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy: Tiffany Homler Hawkins, Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy: Carrie L. Sarver, B.C.S., Senior In-House Counsel
455 North Garland Avenue
Orlando, Florida 32801

LAKE COUNTY: Lake County Manager
Jennifer Barker
PO Box 7800
Tavares, Florida 32778

Copy: Lake County Attorney
PO Box 7800
Tavares, Florida 32778

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Lake County, Florida. Each party expressly waives any right to a jury trial. Arbitration will not be used as a means for dispute resolution.

14. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or LAKE COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, unforeseen changes to government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by LAKE COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with LAKE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

l. **Default/Notice/Procedure to Resolve Disputes.** This Agreement is between two entities who want the mutual benefit of the provision of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. In the event one party hereto believes that the other party is in default under this Agreement, the non-defaulting party through a senior representative shall contact a senior representative of the defaulting party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, written notice of default will be sent via certified mail to the defaulting party. The defaulting party will have ten (10) days to cure the default or may be considered in breach of this Agreement. The non-defaulting party will then be required to give actual written notice to the defaulting party of default before it exercises any of the rights available to it under this Agreement.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit "A."** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contractor As To Employees Of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

15. **BOARD APPROVAL.** This Agreement is subject to the approval by the parties' respective Boards.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

16. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification subject to the following:

a. Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX's Executive Director and the approval of the LAKE COUNTY Manager.

b. Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX's Board of Directors and the LAKE COUNTY Board of County Commissioners.

17. **Reporting.**

a. LYNX will provide Lake County operational service data on a monthly basis for the purpose of operations and management analysis. These reports will include (1) revenue hours, (2) revenue miles, and (3) unlinked passengers' trips for LAKE COUNTY portion of LYNX Route 55.

b. Accident Reports. Accident reports must be delivered or transmitted to LAKE COUNTY within 24 hours of the occurrence. In the event of critical accidents/incidents that involve fatalities, serious injuries, felonies, or are likely to garner media attention, LAKE COUNTY staff will be notified immediately with specific details. If necessary, LYNX must conduct a DOT Post-Accident Test.

c. Complaint/Commendation Report. LYNX will maintain a ledger of all complaints received directly by LYNX (through drivers, dispatch, or other staff) from riders and any members of the public in monthly reports to be submitted to LAKE COUNTY upon request at regular intervals. The report must include at a minimum the date, time, route, direction, weather and operating conditions, location of complaint, whether it is a service or facility (i.e. bus stop, shelter, etc.).

18. **PUBLIC RECORDS.**

a. LYNX understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If LYNX will act on behalf of LAKE COUNTY, as provided under section 119.011(2), Florida Statutes, LYNX, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- i. Keep and maintain public records required by LAKE COUNTY to perform the service.
- ii. Upon request from LAKE COUNTY'S custodian of public records, provide LAKE COUNTY with a copy of the requested records or allow the records to be

- inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if LYNX does not transfer the records to LAKE COUNTY.
 - iv. Upon completion of the contract, transfer, at no cost, to LAKE COUNTY all public records in possession of LYNX or keep and maintain public records required by LAKE COUNTY to perform the service. If LYNX transfers all public records to LAKE COUNTY upon completion of the contract, LYNX shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LYNX keeps and maintains public records upon completion of the contract, LYNX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LAKE COUNTY, upon request from LAKE COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of LAKE COUNTY.
 - v. If LYNX does not comply with a public records request, LAKE COUNTY shall enforce the contract provisions in accordance with the Agreement.
 - vi. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.
 - vii. Unless otherwise provided, LYNX shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If LYNX receives notification of a dispute or the commencement of litigation regarding this Agreement within the time specified in the Schedule, LYNX shall continue to maintain all service records until final resolution of the dispute or litigation.

b. IF LYNX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LYNX'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING ADDRESS:

LAKE COUNTY OFFICE OF TRANSIT SERVICES
Jill Brown
2440 Highway 441/27
Fruitland Park, Florida 34731
352-901-0606
Jill.brown@lakecountyfl.gov

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

19. **INSURANCE.**

LYNX shall, together with its execution of this Agreement, provide either: (i) certificates of insurance evidencing the following coverage maintained by LYNX (a) General Liability insurance, (b) Workers' Compensation insurance, and (c) Employer's Liability insurance; or (ii) an affidavit or certificate of insurance evidencing self-insurance as to such coverage, in such form and amounts acceptable to LAKE COUNTY.

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

LYNX

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Tiffany Homler Hawkins, Chief Executive Officer

This _____ day of _____ 2023.

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Carrie L. Sarver, Esq., B.C.S.
Senior In-House Counsel

This _____ day of _____ 2023.

**Bus Service Agreement 24-C02 between Central Florida Regional Transportation Authority
d/b/a LYNX and Lake County**

LAKE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA**

Kirby Smith, Chairman

This _____ day of _____ 2023.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to Form and Legality:

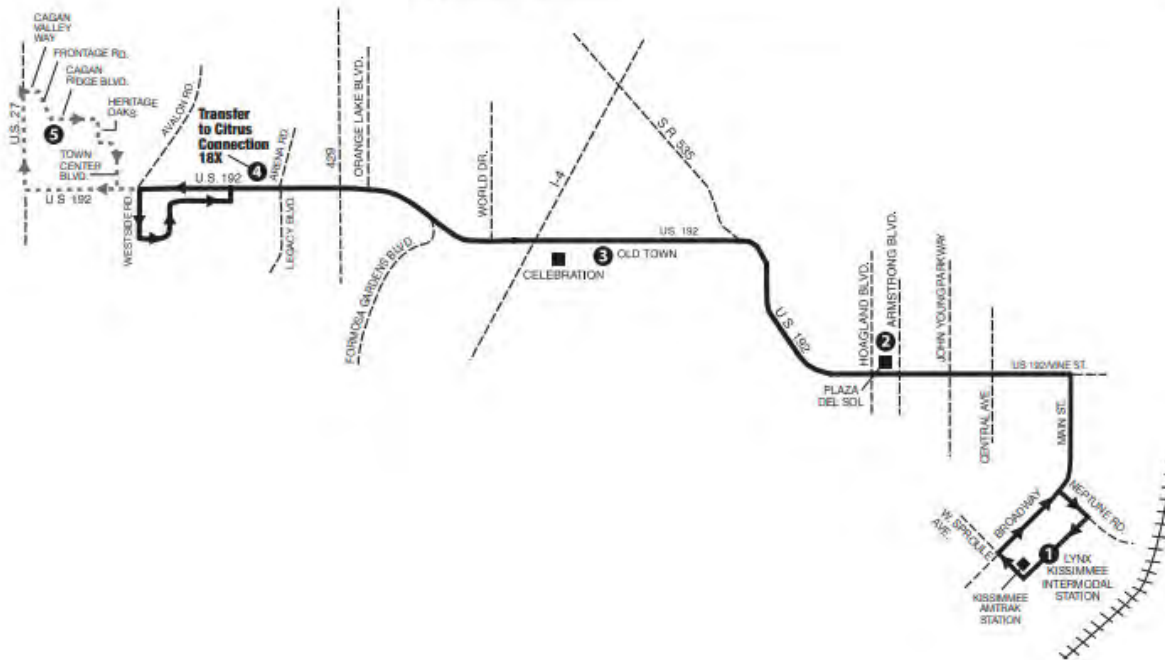
Melanie Marsh, County Attorney

Exhibit "A"

Link 55

W. U.S. 192/Four Corners
Monday–Sunday & Holiday
service

- **SERVING:**
 - LYNX Kissimmee Intermodal
 - Station/SunRail
 - Old Town
 - Celebration
 - Orange Lake
- Four Corners Walmart
Plaza Del Sol
Citrus Connection 18X



Description of Bus Route(s)

Kissimmee Intermodal Station, W. Sproule Ave., Broadway, Main St., U.S. 192, Westside Rd. (peak and evening service extended to Cagan Crossing via U.S. 192, U.S. 27, Cagan Valley Way, Cagan Ridge Blvd., Heritage Oaks, Town Center Blvd. on Saturday and Sunday).

Exhibit “B”

Lake County Transit Service Costs

**Description of Appropriated Amount
October 1, 2023 through September 30, 2024**

Fixed Route Operating Costs

Link Services	Amount
Link 55	\$160,588

Net Funding Request from County **\$160,588**

FY2024 Billing Schedule

October-23	13,019
November-23	13,019
December-23	15,913
January-24	13,019
February-24	11,576
March-24	14,470
April-24	11,576
May-24	13,019
June-24	14,470
July-24	13,019
August-24	13,026
September-24	14,462

Annual Funding Request from County **160,588**

**BUS SERVICE AGREEMENT
24-C11**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

Osceola County, Florida

relating to the providing of bus service in Osceola County, Florida

October 1, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “**Agreement**”) made and entered as of this 1st day of October 2023, by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “**LYNX**”), a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

OSCEOLA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose principal address is, 1 Courthouse Square, Suite 4700, Kissimmee, FL 34741. **OSCEOLA COUNTY** and Link 612 shall sometimes each be referred to collectively as the “**parties.**”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, OSCEOLA COUNTY has expressed a need for additional or new public transportation service in and to certain portions of OSCEOLA COUNTY, identified and set forth in **Exhibit “A”** (the “**Service Area**”), attached hereto; and

WHEREAS, the Parties have agreed for LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the actual cost incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2024, will be based on an estimated hourly rate of \$103.69 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

County Shall have the meaning set forth in the preamble to this Agreement.

Farebox Revenue Shall mean the revenue derived from LYNX from passengers utilizing the Bus Service. In the event any such Farebox Revenue is allocated to services provided by LYNX outside of the Service Area, then LYNX may make a reasonable allocation of said revenue so that the term “Farebox Revenue” relates solely to the Farebox Revenue for the Bus Service in the Service Area.

FDOT Shall mean the Florida Department of Transportation.

FTA Shall mean the Federal Transit Administration.

Monthly Cost of Bus Service Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.

Monthly Farebox Revenue Shall mean the actual Farebox Revenue received from LYNX for the Bus Service during each and every month during the term of this Agreement.

Monthly Payment Shall mean the payment made to LYNX by the OSCEOLA COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.

Net Monthly Cost of Bus Service Shall mean the net cost to provide the Bus Service on a monthly basis, which for any particular month is equal to the Monthly Cost of Bus Service for that month less the Monthly Farebox Revenue for that same month.

Description & Schedule of Bus Route(s) Shall mean the area indicated in **Exhibit “A”** attached hereto.

Service Schedule Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;

b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and

c. The changing transportation needs of OSCEOLA COUNTY to the extent LYNX can accommodate such needs.

d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of the date hereof October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2024 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits "A and B"** attached hereto.

4. **TERMINATION.**

a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, OSCEOLA COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to OSCEOLA COUNTY Board County Commissioners. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by OSCEOLA COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and OSCEOLA COUNTY Board County Commissioners written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit OSCEOLA COUNTY or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with OSCEOLA COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with OSCEOLA COUNTY, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of OSCEOLA COUNTY paying to LYNX the Monthly Cost of Bus Service (Exhibit C). In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to OSCEOLA COUNTY at the following address:

OSCEOLA COUNTY
c/o Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, FL34741

b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits if makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of OSCEOLA COUNTY under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** OSCEOLA COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by OSCEOLA COUNTY under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and OSCEOLA COUNTY under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at

the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Tiffany Homler Hawkins, Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel
455 North Garland Avenue
Orlando, Florida 32801-1518

OSCEOLA COUNTY: Don Fisher, County Manager
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Copy to: Transportation Planning
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or OSCEOLA COUNTY of its rights to invoke sovereign immunity as a governmental entity.

b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.

f. **Benefits of Service.** The Payments to be paid by OSCEOLA COUNTY to LYNX are net, and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.

g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.

h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.

i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.

j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.

k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with OSCEOLA COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.

1. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, OSCEOLA COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it, is based upon the amount Lynx receives from OSCEOLA COUNTY. Thus, for example, if OSCEOLA COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit “B.”** LYNX is not obligated to provide the Bus Service outside the Service Area, unless otherwise agreed between the parties through an amendment to this Agreement.

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** This Agreement is subject to the approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

- (1) Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX’s Executive Director and the approval of OSCEOLA COUNTY City Manager.
- (2) Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and OSCEOLA COUNTY Board County Commissioners.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

Attest:

OSCEOLA COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair / Vice Chair

(Print Name and Title of Person Signing)

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____
Name: Tiffany Homler Hawkins
Title: Chief Executive Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____
Name: Carrie L. Sarver, Esq., B.C.S.
Title: Senior In-House Counsel

Date: _____

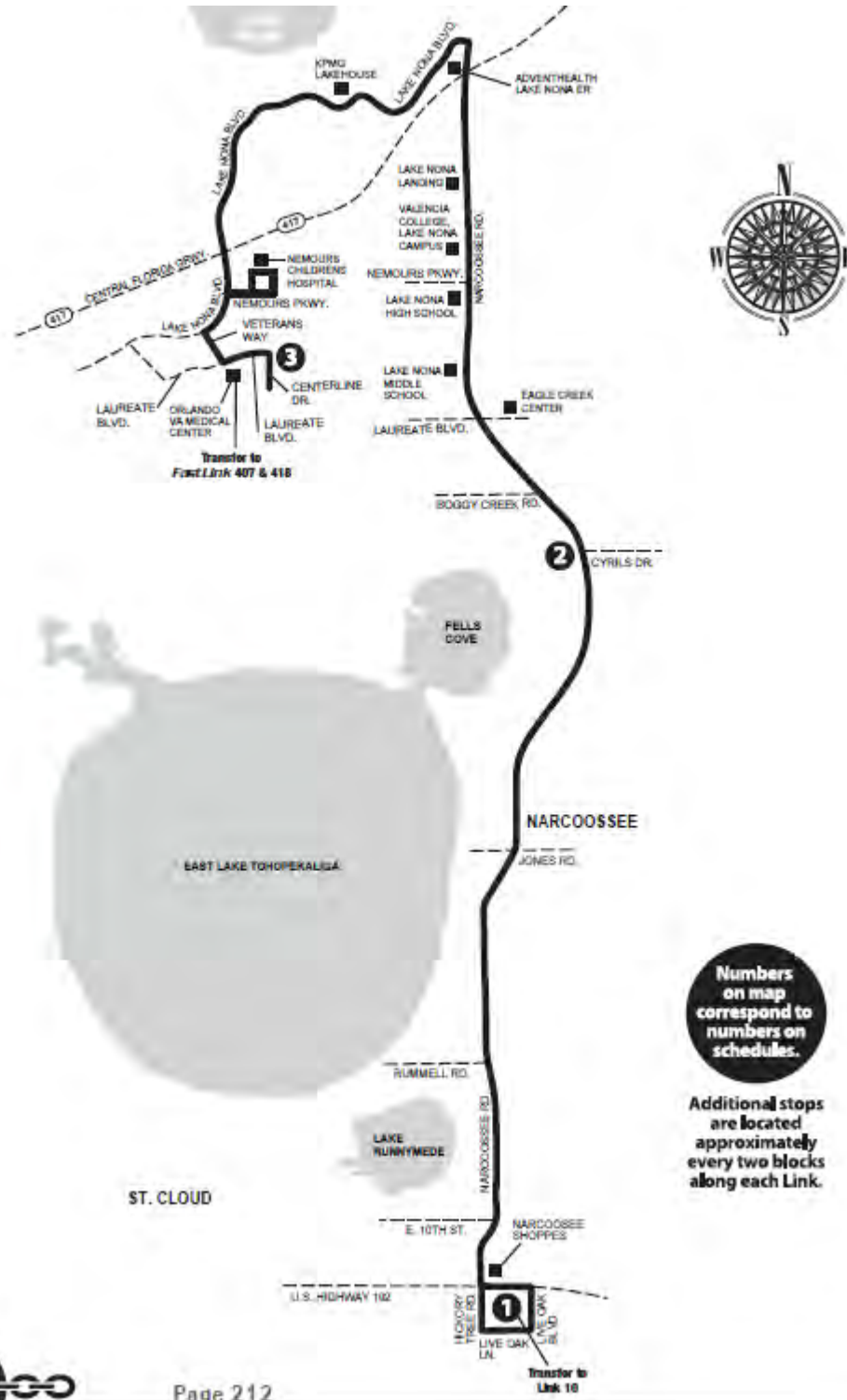
EXHIBIT “A”

Description and Schedule of Bus Route(s)

The name for the route is Link 612 Narcoossee Road. The proposed route is for 60-minute headways during the service hours of 5:05 a.m. – 9:46 p.m. Monday through Sunday. Link 612 Narcoossee Road will provide local service along the Narcoossee Road corridor and will provide a connection between St. Cloud and Lake Nona, additionally providing connections to other LYNX routes to improve mobility in southeast Orange County and east Osceola County. Additionally, the route will serve Lake Nona primarily along Lake Nona Blvd. and Veterans Way. It will serve key shopping, employment, medical, and educational destinations. Focus of the route will be timed connections with Link 10 at U.S. 192. to provide riders an easy and direct way to St. Cloud and Lake Nona.

EXHIBIT "B"

Schedule of Bus Service



Link 612

Monday - Friday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
NARCOOSSEE RD. & U.S. HWY. 192	NARCOOSSEE RD. & CYRILS DR.	HARTWELL CT. & LAUREATE BLVD.	HARTWELL CT. & LAUREATE BLVD.	NARCOOSSEE RD. & CYRILS DR.	NARCOOSSEE RD. & U.S. HWY. 192
1	2	3	3	2	1
6:06	6:20	6:48	6:06	6:33	6:48
6:06	6:21	6:60	6:00	6:29	6:46
7:06	7:22	7:51	7:00	7:31	7:47
8:06	8:22	8:51	8:00	8:31	8:47
9:06	9:21	9:49	9:00	9:30	9:47
10:06	10:21	10:49	10:00	10:30	10:47
11:06	11:21	11:49	11:00	11:30	11:47
12:05	12:21	12:49	12:00	12:30	12:47
1:05	1:21	1:49	1:00	1:30	1:47
2:05	2:21	2:49	2:00	2:30	2:47
3:05	3:22	3:52	3:00	3:31	3:48
4:05	4:22	4:52	4:00	4:31	4:48
5:05	5:22	5:52	5:00	5:31	5:48
6:05	6:20	6:47	6:00	6:30	6:46
7:05	7:20	7:47	7:00	7:28	7:43
8:05	8:20	8:47	8:00	8:28	8:43
9:05	9:20	9:47	9:00	9:28	9:43

P.M. Times are shown in bold

Saturday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
NARCOOSSEE RD. & U.S. HWY. 192	NARCOOSSEE RD. & CYRILS DR.	HARTWELL CT. & LAUREATE BLVD.	HARTWELL CT. & LAUREATE BLVD.	NARCOOSSEE RD. & CYRILS DR.	NARCOOSSEE RD. & U.S. HWY. 192
1	2	3	3	2	1
6:06	6:16	6:46	6:06	6:36	6:46
6:06	6:16	6:46	6:00	6:30	6:41
7:06	7:16	7:46	7:00	7:30	7:41
8:06	8:16	8:46	8:00	8:30	8:41
9:06	9:16	9:46	9:00	9:30	9:41
10:06	10:16	10:46	10:00	10:30	10:41
11:06	11:16	11:46	11:00	11:30	11:41
12:05	12:15	12:46	12:00	12:30	12:41
1:05	1:15	1:46	1:00	1:30	1:41
2:05	2:15	2:46	2:00	2:30	2:41
3:05	3:15	3:46	3:00	3:30	3:41
4:05	4:15	4:46	4:00	4:30	4:41
5:05	5:15	5:46	5:00	5:30	5:41
6:05	6:15	6:46	6:00	6:30	6:41
7:05	7:15	7:46	7:00	7:30	7:41
8:05	8:15	8:46	8:00	8:30	8:41
9:05	9:15	9:46	9:00	9:30	9:41

Sunday

U.S. 192/NARCOOSSEE RD. TO LAKE NONA			LAKE NONA TO U.S. 192/NARCOOSSEE RD.		
NARCOOSSEE RD. & U.S. HWY. 192	NARCOOSSEE RD. & CYRILS DR.	HARTWELL CT. & LAUREATE BLVD.	HARTWELL CT. & LAUREATE BLVD.	NARCOOSSEE RD. & CYRILS DR.	NARCOOSSEE RD. & U.S. HWY. 192
1	2	3	3	2	1
6:06	6:16	6:46	6:06	6:36	6:46
7:06	7:16	7:46	6:00	6:30	6:41
8:06	8:16	8:46	7:00	7:30	7:41
9:06	9:16	9:46	8:00	8:30	8:41
10:06	10:16	10:46	9:00	9:30	9:41
11:06	11:16	11:46	10:00	10:30	10:41
12:05	12:15	12:46	11:00	11:30	11:41
1:05	1:15	1:46	12:00	12:30	12:41
2:05	2:15	2:46	1:00	1:30	1:41
3:05	3:15	3:46	2:00	2:30	2:41
4:05	4:15	4:46	3:00	3:30	3:41
5:05	5:15	5:46	4:00	4:30	4:41
6:05	6:15	6:46	5:00	5:30	5:41
7:05	7:15	7:46	6:00	6:30	6:41
8:05	8:15	8:46	7:00	7:30	7:41
9:05	9:15	9:46	8:00	8:30	8:41
			9:00	9:30	9:41

P.M. Times are shown in bold

Exhibit “C”

**Osceola County Link 612
Cost of Bus Service**

October 1,2023 through September 30, 2024

Month	Days of Service	Total Hours	Total Service Cost	FDOT SHARE	Osceola County Share
Oct-23	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Nov-23	30	1,007.45	\$ 104,460.88	\$ 42,107.45	\$ 62,353.42
Dec-23	31	1,038.97	\$ 107,729.14	\$ 43,424.87	\$ 64,304.27
Jan-24	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Feb-24	28	974.83	\$ 101,078.56	\$ 40,744.07	\$ 60,334.50
Mar-24	31	1,040.30	\$ 107,867.04	\$ 43,480.45	\$ 64,386.59
Apr-24	30	1,008.78	\$ 104,598.78	\$ 42,163.04	\$ 62,435.74
May-24	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Jun-24	30	1,006.35	\$ 104,346.82	\$ 42,061.48	\$ 62,285.34
Jul-24	31	1,041.40	\$ 107,981.10	\$ 43,526.43	\$ 64,454.67
Aug-24	31	1,041.63	\$ 108,004.95	\$ 43,536.04	\$ 64,468.90
Sep-24	30	1,006.12	\$ 104,322.97	\$ 42,051.86	\$ 62,271.11
TOTALS FOR FY-24		12,290.03	\$ 1,274,333.55	\$ 513,674.99	\$ 760,658.56

**BUS SERVICE AGREEMENT
24-C04**

by and between

**CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
(LYNX)**

and

ORANGE COUNTY, FLORIDA

relating to the providing of bus service in the International Drive Community Redevelopment Area of
Orange County, Florida

October 1, 2023

BUS SERVICE AGREEMENT

THIS BUS SERVICE AGREEMENT (the “Agreement”) made and entered as of this 1st day of October, 2023 by and between:

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter referred to as “LYNX”), a body politic and corporate, governed by Part II, Chapter 343, Florida Statutes, whose address is 455 North Garland Avenue, Orlando, Florida 32801

and

ORANGE COUNTY, FLORIDA a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the “ORANGE COUNTY”) (hereinafter collectively referred to as “Parties”

WITNESSETH:

WHEREAS, LYNX provides public transportation in the Central Florida area including, but not limited to, dedicated bus service for the benefit of and use by the public; and

WHEREAS, ORANGE COUNTY has expressed a need for additional or new public transportation service in within the International Drive Community Redevelopment Area identified and set forth in Exhibit “A” (the “Service Area”), attached hereto; and

WHEREAS, the Parties have agreed to LYNX establishing and/or expanding public transportation service in and to the Service Area to provide said additional bus transportation, and LYNX is prepared to do so pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual premises herein contained, the parties hereto do hereby agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

Agreement Shall mean this Bus Service Agreement, as the same may be amended from time to time.

Bus Service Shall mean the revenue bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.

Cost of Bus Service Shall mean the cost of incurred by LYNX to provide the Bus Service, which for the LYNX fiscal year ending September 30, 2024, will be based on an estimated hourly rate of \$103.69 per hour including fuel and administrative costs. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year as provided in paragraph three (3) below.

City Shall have the meaning set forth in the preamble to this Agreement.

<u>FDOT</u>	Shall mean the Florida Department of Transportation.
<u>FTA</u>	Shall mean the Federal Transit Administration.
<u>Monthly Cost of Bus Service</u>	Shall mean the actual cost incurred by LYNX (based on the Cost of Bus Service and the actual hours of Bus Service) to provide the Bus Service for each and every month during the term of this Agreement.
<u>Monthly Payment</u>	Shall mean the payment made to LYNX by ORANGE COUNTY at the end of each and every month during the term of this Agreement, as provided in paragraph 6 below.
<u>Service Area</u>	Shall mean the area indicated in <u>Exhibit “A”</u> attached hereto.
<u>Service Schedule</u>	Shall mean the frequency, times and stops for the Bus Service to be provided by LYNX, as set forth and described in paragraph 5 below.

2. **PROVIDING OF BUS SERVICE.** Pursuant to the terms and conditions of this Agreement and in consideration of the Payments, LYNX agrees to provide the Bus Service in the Service Area. In regard to providing said Bus Service, the obligation of LYNX is subject to the following:

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX;
- b. All conditions beyond the reasonable control of LYNX including but not limited to, Acts of God, hurricanes, matters of public safety, etc.; and
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, etc.

3. **TERM.** This Agreement shall be effective as of October 1, 2023 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party, be completed on or before September 30, 2024 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibits “A & B”** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30 fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service, as well as to consider any adjustment in the hourly cost of providing the Bus Service as set forth under Cost of Bus Service, to reflect any changes in LYNX's cost of doing so.

4. **TERMINATION.**

- a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified

mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, ORANGE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party and to the INTERNATIONAL DRIVE COMMUNITY REDEVELOPMENT AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Breach.** Unless breach is waived by the ORANGE COUNTY or LYNX in writing, either party shall, in order to terminate this Agreement for breach, give the other party and ORANGE COUNTY written notice of the breach. If the breach is not cured within thirty (30) calendar days, the non-breaching party may terminate this Agreement. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by either party of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit ORANGE COUNTY or LYNX right to remedies at law or to damages.

5. **SCHEDULE OF BUS SERVICE.** Attached hereto as **Exhibit "B"** is a Schedule showing the proposed times, stops and service for the Bus Service. This Schedule is subject to all of the provisions of this Agreement. This schedule is not a guarantee but rather reflects the anticipated times, stops, and service. During the term of this Agreement, LYNX, after discussion with the INTERNATIONAL DRIVE COMMUNITY REDEVELOPMENT AGENCY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with the INTERNATIONAL DRIVE COMMUNITY REDEVELOPMENT AGENCY, could move that Bus Stop to a safer location.

6. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ORANGE COUNTY paying to LYNX the Net Monthly Cost of Bus Service (Exhibit C) based on 20,154 service hours for a total fiscal year 2023-2024 amount of \$2,089,717. In that regard, the parties do hereby agree as follows:

a. For the purpose of invoicing, invoices and related matters will be sent to ORANGE COUNTY at the following address:

ORANGE COUNTY
c/o Renzo Nastasi, Transportation Planning Manager
Renzo.nastasi@ocfl.net
4200 S John Young Parkway
Orlando, FL 32839

b. In any event, the obligation of LYNX to provide the Bus Service is expressly contingent upon it receiving and only to the extent it receives the required Payments set forth above.

c. Nothing contained in this Agreement shall obligate LYNX to provide for the Bus Service any other funding. Specifically, LYNX will not be obligated to provide any general funding it receives from any other government agency to the Bus Service. With respect to any bus fares that may arise from the Bus Service (including any interest, if any, that LYNX may obtain by virtue of any deposits it makes by virtue of any of the Payments), those fares, interests, etc. may be retained by LYNX and used for its other bus operations and is not required to be used for the Bus Service to be provided under this Agreement.

7. **SECURITY DEPOSIT.** No security deposit is required of ORANGE COUNTY under this Agreement.

8. **ADVERTISING.** The parties are aware and understand that LYNX undertakes an advertising program on its buses and that LYNX also does not specifically identify a specific bus on a specific route. From time to time, buses will be taken out of service for maintenance and repair and replacement, and future buses will also be used from time to time to provide the Bus Service. In addition, various rules (including FTA guidelines) provide for random assignment of buses. With this background:

a. LYNX will be entitled to place on the buses which it uses to provide the Bus Service, advertising from time to time.

b. LYNX shall have the right in its reasonable discretion as to what buses and the type of the buses that will be used to provide the Bus Service.

The foregoing assignments and other matters regarding the buses in the Bus Service will be subject in all respects to all applicable laws including FTA and FDOT requirements. Any advertising revenue obtained from LYNX in connection with the Bus Service will be the property of LYNX and will not be deemed to be any "Farebox Revenue."

9. **BOND.** ORANGE COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by the ORANGE COUNTY under this Agreement.

10. **NON-ASSIGNABILITY.** This Agreement is not assignable by either Party without the prior written consent of the other Party.

11. **RELATIONSHIP OF OTHER PARTIES.** The Parties are aware and agree that the relationship between LYNX and ORANGE COUNTY under this Agreement shall be that of an independent contractor and not an agent.

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the parties hereto and no person or persons not a party hereto shall have any rights or privileges whatsoever either as a third-party beneficiary or otherwise.

13. **NOTICE.** Any notice permitted to be given to either party under this Agreement shall be in writing and shall be deemed to be given (i) in the case of delivery, when delivered to the other party at the address set forth in the preamble to this Agreement, (ii) in the case of mailing, three (3) days after said notice has been deposited, postage pre-paid, in the United States mail and sent by certified or return receipt requested to the other party at the address set forth in the preamble to this Agreement and (iii) in all other

cases when such notice is actually received by the party to whom it has been sent. Notices shall be sent to the following:

- LYNX: Leonard Antmann, Chief Financial Officer
455 North Garland Avenue
Orlando, Florida 32801

- Copy to: Tiffany Homler Hawkins, Chief Executive Officer
455 North Garland Avenue
Orlando, Florida 32801

- Copy to: Carrie L. Sarver, Esq., B.C.S., Senior In-House Counsel
455 North Garland Avenue
Orlando, Florida 32801-1518

- FUNDING PARTNER: Byron W. Brooks, AICP, County Administrator
P. O. Box 1393
Orlando, FL 32802-1393

Either party may change the address to which any notices are to be given by so notifying the other parties to this Agreement as provided in this paragraph.

14. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The parties further agree that the exclusive venue and jurisdiction over any action arising under this Agreement shall be in the courts of Orange County, Florida. Each party expressly waives any right to a jury trial.

15. **MISCELLANEOUS CLAUSES.**

- a. **Sovereign Immunity.** Each party hereto is a government agency entitled to sovereign immunity under the laws of the State of Florida. Nothing contained in this Agreement, the relationship between the parties hereto, the providing of the Bus Service, or otherwise shall in any way whatsoever constitute any waiver by LYNX or ORANGE COUNTY of its rights to invoke sovereign immunity as a governmental entity.

- b. **Force Majeure.** The rights and obligations and duties of the parties hereunder shall be subject to any causes beyond their reasonable control including, but not limited to, Acts of God, hurricanes, storms, and, in the case of LYNX, government regulations and directives applicable to it.

- c. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, in regard to the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.

- d. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.

- e. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties claimed to have waived or consented. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all parties.
- f. **Benefits of Service.** The Payments to be paid by ORANGE COUNTY to LYNX are net and shall not be reduced based upon any other funding or benefits that LYNX may receive including, but not limited to, any funding that LYNX receives from the FTA as a part of its overall ridership total.
- g. **No Oral Modification.** The parties agree that this Agreement is a complete expression of the terms herein and any oral or written representations or understandings not incorporated herein are excluded.
- h. **Severability.** If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. To that end, the provisions of this Agreement are declared to be severable.
- i. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement, to produce or account for more than one (1) of such counterparts.
- j. **Adjustment of Bus Routes.** The parties are aware and understand that with respect to any adjustment or modification of Bus Service, LYNX will be required to follow State and Federal guidelines relating to adjustments and modification of Bus Service. This will generally require a minimum of one hundred twenty (120) days in order to provide various required public notices.
- k. **Capital Requirements (i.e., Buses).** LYNX has generally planned for adequate buses to provide the Bus Service. If, at any time, LYNX experiences a material shortfall or lack of buses to provide the Bus Service, LYNX will immediately discuss with ORANGE COUNTY such situation and how it is to be resolved. The matter will also be brought to the attention of the Board of Directors of LYNX and the Parties will seek to arrive at a solution to provide such additional bus capacity. In doing so, the parties are aware that any solution would not necessarily involve LYNX moving buses from its other public routes. LYNX, through its Board of Directors, will have in its reasonable discretion the ability to deal with such situation.
- l. **Default/Notice/Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party in an effort to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, ORANGE COUNTY is aware and specifically understands that the scope and

quantity of the Bus Service being made available to it, is based upon the amount Lynx receives from the INTERNATIONAL DRIVE COMMUNITY REDEVELOPMENT AGENCY. Thus, for example, if ORANGE COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

m. **Service Within and Outside the Service Area.** The Bus Service to be provided by LYNX under this Agreement covers Bus Routes that are located within the Service Area, as more particularly set forth in **Exhibit “B.”**

n. **Independent Contract As To Employees of LYNX.** LYNX is an independent contractor and retains the right to exercise full control and supervision over its employees and their compensation and discharge. LYNX will be solely responsible for all matters relating to payment of its employees, including but not limited to the withholding and payment of employee taxes, insurance contributions, placement of insurance and pension coverages and the like.

16. **BOARD APPROVAL.** The Bus Service Agreement is subject to approval by the LYNX Board of Directors.

17. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement between the parties hereto with respect to the management and distribution of the services contemplated herein and it may not be amended, changed or modified except in writing signed by the party to be charged by said amendment, change or modification subject to the following:

(1) Modifications that are anticipated to result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the concurrence of the LYNX’s Chief Executive Officer and the approval of the ORANGE COUNTY, County Commissioners.

(2) Modifications that are anticipated to result in an increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require the approval of the LYNX Board of Directors and the ORANGE COUNTY, County Commissioners.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have hereunto executed this Bus Service Agreement the day and year first above written.

ORANGE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings, Orange County Mayor

ATTEST:

Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Print Name

Date: _____

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: _____

Name: Tiffany Homler Hawkins

Title: Chief Executive Officer

Date: _____

This Agreement has been reviewed as to form by LYNX Senior In-House Counsel. This confirmation is not to be relied upon by any person other than LYNX or for any other purpose.

By: _____

Name: Carrie L. Sarver, Esq., B.C.S.

Title: Senior In-House Counsel

Date: _____

EXHIBIT “A”

Description and Schedule of Bus Route(s)

This Agreement is for an increase in LYNX bus service in the area defined as ORANGE COUNTY (FUNDING PARTNER)

Seven LYNX bus routes serve the I-Drive FUNDING PARTNER directly (see map below for FUNDING PARTNER boundaries and LYNX bus routes serving the FUNDING PARTNER)

- Link 8 W. Oak Ridge Rd./ International Drive
- Link 37 Pine Hills/Florida Mall
- Link 38 Universal Orlando/I-Drive Express
- Link 42 International Drive/Orlando Int'l Airport
- Link 57 John Young Parkway
- Link 111 SeaWorld/Orlando Int'l Airport
- Link 350 Destination Parkway/SeaWorld/Disney Express

The Agreement will be for an increase in bus service for routes specifically serving the I-Drive corridor of the FUNDING PARTNER area (Links 8, 37, 38 and 42)

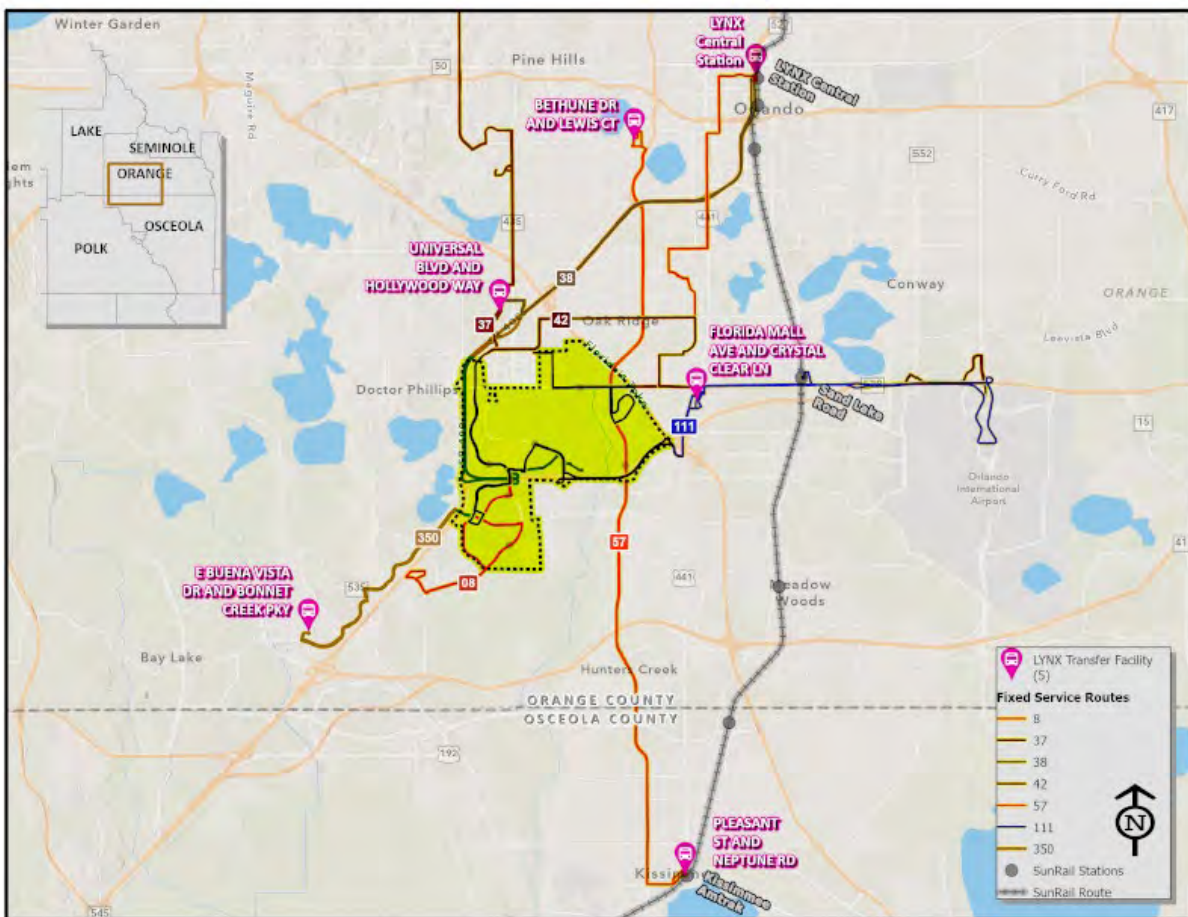


EXHIBIT "B"

Description of Bus Services

Link 8 – West Oak Ridge Road/International Drive

Operates between LYNX Central Station (LCS) and the Orlando Vineland Premium Outlets via Amelia Street, Westmoreland Drive, Gore Street, Orange Blossom Trail, Holden Avenue, Texas Avenue, Americana Blvd., Rio Grande Avenue, Oak Ridge Road, International Drive, Sea Harbor Drive, Central Florida Parkway, and Westwood Blvd.

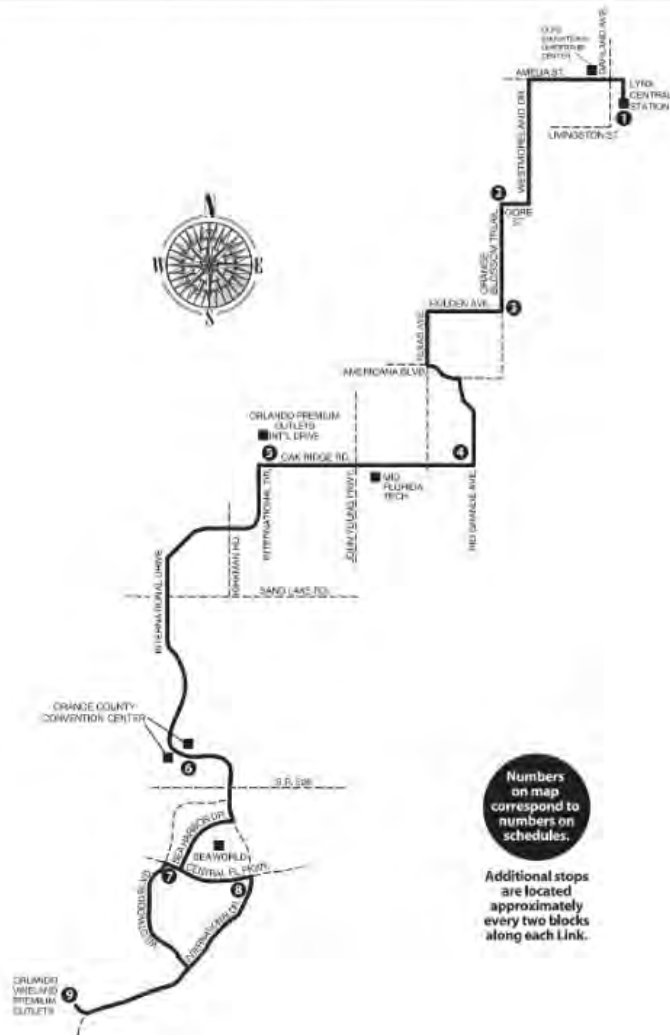
Link 8

**W. Oak Ridge Road/
International Drive**
Monday-Sunday & Holiday
service

SERVING:

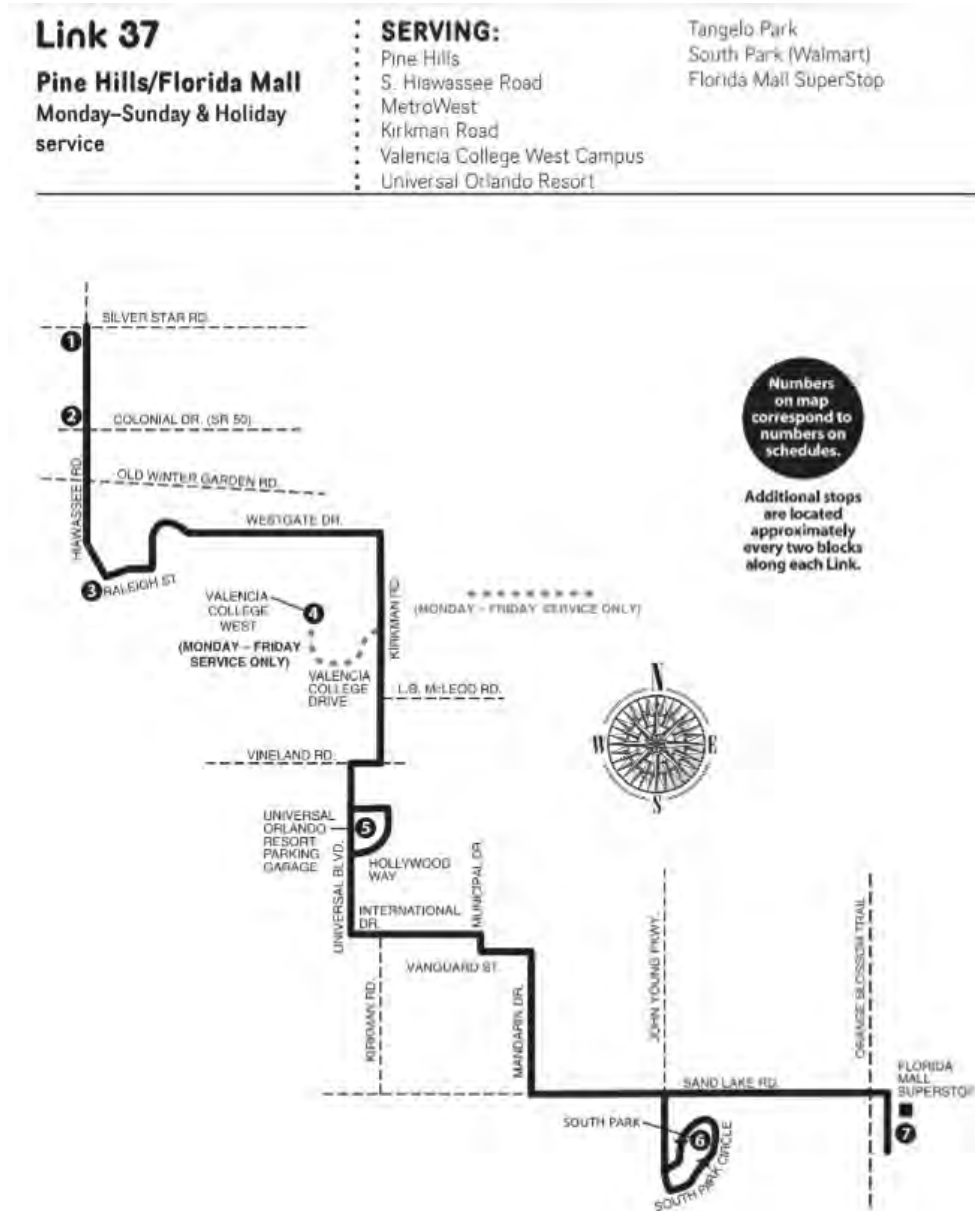
- LYNX Central Station
- OCPS Educational Leadership Center
- Callanan
- Westmoreland Drive
- Holden Heights
- Mid Florida Tech

- Orlando Premium Outlets International Drive
- Orange County Convention Center
- SeaWorld
- Westwood Blvd.
- Orlando Vineland Premium Outlets



Link 37 – Pine Hills/Florida Mall

Operates between Silver Star Road/Hiwassee Road and Florida Mall Superstop via Hiwassee Road, Raleigh Street, Westgate Drive, Kirkman Road, Vineland Road, Universal Blvd., International Drive, Municipal Drive, Vanguard Street, Mandarin Drive, Sand Lake Road, John Young Parkway, and South Park Circle



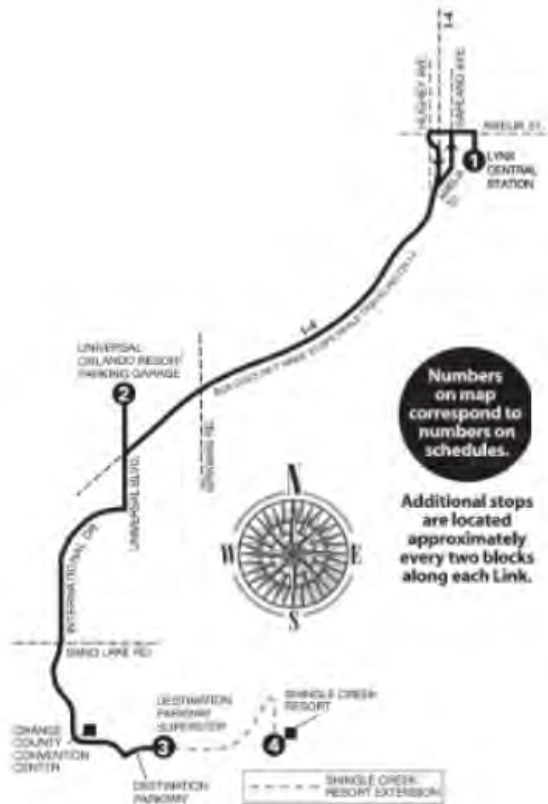
Link 38 – Universal Orlando/I-Drive Express

Operates between LYNX Central Station (LCS) and Destination Parkway Superstop via Amelia Street, Interstate 4, Hollywood Way, Universal Blvd., International Drive, and Destination Parkway.

Link 38
**Universal Orlando/
 I-Drive Express**
 Monday–Sunday & Holiday
 service

- SERVING:**
- LYNX Central Station (Downtown Orlando)
 - International Drive
 - Orange County Convention Center

Universal Orlando Resort
 Destination Parkway SuperStop
 Rosen Shingle Creek Resort.



Link 42 – International Drive/Orlando International Airport

Operates between Orlando International Airport (OIA) and Destination Parkway Superstop via Destination Parkway, International Drive, Oak Ridge Road, Lake Ellenor Drive, Premier Row, Chancellor Drive, Sand Lake Road, Orange Ave., Office Court, Jetport Drive, McCoy Road, Via Flora, Tradeport Drive, Frontage Road, and Jeff Fuqua Blvd.

Link 42

International Drive/Orlando International Airport
Monday–Sunday & Holiday service

SERVING:

- Destination Parkway SuperStop
- Orange County Convention Center
- Orlando Premium Outlets
- International Dr.
- W Oak Ridge Road

- Mid Florida Tech
- Orlando Central Park
- Florida Mall
- Orlando International Airport
- NeighborLink 641
- Sand Lake SunRail Station



Numbers on map correspond to numbers on schedules.

Additional stops are located approximately every two blocks along each Link.

Exhibit “C”
International Drive

Description of Appropriated Amount
October 1, 2023 through September 30, 2024

Fixed Route Operating Costs

Link Services	Amount
Link 8	\$126,585
Link 37	\$266,998
Link 38	\$1,526,708
Link 42	\$169,427
Net Funding Request from City	\$2,089,717
<i>FY2024 Billing Schedule</i>	
October-23	\$174,143
November-23	\$174,143
December-23	\$174,143
January-24	\$174,143
February-24	\$174,143
March-24	\$174,143
April-24	\$174,143
May-24	\$174,143
June-24	\$174,143
July-24	\$174,143
August-24	\$174,143
September-24	\$174,144
Annual Funding Request from County	\$2,089,717

LYNX Board Agenda

Information Item A

To: LYNX Board of Directors

From: Michelle Daley
Director Of Finance
John Burkholder
(Technical Contact)

Phone: 407.841.2279 ext: 6014

Item Name: Notification of Settlement Agreements Pursuant to Administrative Rule 6

Date: 9/28/2023

LYNX Liability Claim Settlements August 1 – 31, 2023

Claimant Name	Accident Date	Type	Amount	Date
Seminole Toyota Collision (Daniel Robles)	11/12/2022	BI	\$200.63	8/3/2023
Nathurin Alouissaint	5/1/2023	PD	\$845.93	8/3/2023
Melisa Maxine Johnson	7/14/2023	PD	\$1,199.34	8/3/2023
Sandra Anne O'Neill Derry	5/31/2023	PD	\$856.35	8/3/2023
Ricardo Perera	4/18/2023	PD	\$970.55	8/10/2023
Negroni Law Group FBO Lakisha Smith	9/30/2019	BI	\$35,000.00	8/10/2023
Robert Guilfoyle	6/16/2023	PD	\$2,559.39	1/2/1907
Hiday and Ricke, PA	7/23/2022	PD	\$12,434.14	8/10/2023
Dan Newlin FBO Evon Stollhans	4/13/2020	BI	\$125,000.00	8/10/2023
CMS for USAA Causality Insurance Company	3/16/2023	PD	\$4,383.04	8/10/2023
Steve Bingham	6/30/2023	PD	\$1,864.13	8/10/2023
Anouge Law Firm Trust Account f/b/o Dinalange Alouissaint	5/1/2023	BI	\$14,500.00	8/18/2023
Dan Newlin Injury Attorneys Trust Account f/b/o Tamanda VanWinkles	1/9/2019	BI	\$30,000.00	8/24/2023
Elizabeth Roman	4/21/2023	PD	\$1,385.59	8/24/2023
Fields Collision Center Orlando (Robert Guilfoyle)	6/16/2023	PD	\$2,221.20	8/24/2023
Rawlings Company, LLC (Tiffany Kirkland)	3/25/2023	BI	\$2,127.52	8/31/2023
Dan Newlin Injury Attorneys Trust Account FBO Denic Black	7/16/2021	BI	\$5,000.00	8/31/2023

LYNX ard Agenda

Kogan & DiSalvo PA Trust Account f/b/o George Randall Moxley	6/9/2022	BI	\$38,000.00	8/31/2023
Boyd Injury Law, P.A. Trust Account, f/b/o Erve Jean	6/9/2022	BI	\$12,500.00	8/31/2023
Hogan, PA f/b/o Melody Lawson	1/16/2021	BI	\$20,000.00	8/31/2023
ENTERPRISE RENT-A-CAR (P. Knight)	5/12/2023	PD	\$2,915.07	8/31/2023
Gallagher Bassett Services	10/3/2022	PD	\$5,803.95	8/31/2023
All Pro Imports (Sandra Derry)	5/31/2023	PD	\$228.18	8/31/2023
Cecil Clark Chevrolet (P. Knight)	5/12/2023	PD	\$724.82	8/31/2023

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: 9/28/2023

Pursuant to LYNX Administrative Rule 4, information is attached for the following Sole Source Procurements:

1. Sage Software, Inc.
2. Trapeze



Sole Source Justification

DATE: August 18, 2023

REQUESTED BY: Chris Plummer, Sr. Mgr. Fin. Reporting & Bus. Analysis

SUBJECT: Sage Software, Inc.

BACKGROUND:

LYNX has utilized Sage Fixed Asset software since 1999. Sage Fixed Asset software is an automated asset manager which gathers each asset's useful life and depreciation schedule from 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 asset location.

SOLE SOURCE JUSTIFICATION: Sage Software, Inc. is the manufacturer of the fixed asset system currently utilized by LYNX 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 \$7,543 and is included in the FY2023 operating budget.

Chris Plummer, CPA
Sr. Manager Fin. Reporting & Bus. Analysis

8/18/23
Date

Michelle Daley
Director of Finance

8/18/23
Date

Maurice A. Jones
Director of Procurement

8/28/2023
Date



Leonard Antmann
Chief Financial Officer

8/14/23
Date



Carrie L. Sarver, ESQ., B.C.S.
Senior In-House Counsel

9/6/23
Date



Tiffany Homler Hawkins
Chief Executive Officer

9/6/23
Date



Sole Source Justification

DATE: August 7, 2023

REQUESTED BY: Bruce Detweiler, Manager of Service Planning

SUBJECT: Trapeze Software Training

BACKGROUND: The LYNX Planning Department has used Trapeze FX since 2008. The software is used to develop bus schedules, set bus routes and bus stops, and works in conjunction with Trapeze Blockbuster for runcutting.

SOLE SOURCE JUSTIFICATION: Trapeze is the sole-source provider of this software. While there are other scheduling software products, LYNX currently utilizes Trapeze for all of its planning and operations duties. It would not be feasible to convert over to another product when all of our current operations are done with Trapeze. Additionally, training is necessary on the product as a refresher for current employees and as a necessary skill for new employees.

COST/PRICE ANALYSIS:

The cost for one week of Trapeze Training will not exceed \$22,275 and will be a one-time payment based on completion of services rendered.

Bruce Detweiler *Manager of Service Planning*
Project Manager Name
Title


Bob Plunk's Director
Project Manager's Supervisor's Name
Project Manager's Supervisor's Title

08/07/23
Date:

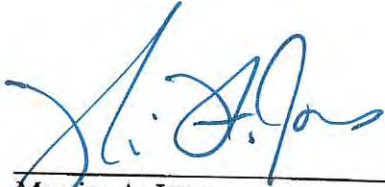
8-7-23
Date


Project Manager's Chief
Chief Innovation Officer

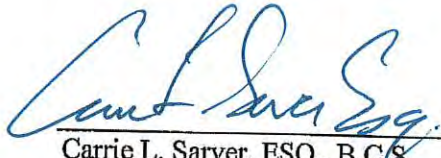
8-29-23
Date:


Leonard Antmann
Chief Financial Officer

8/31/23
Date:


Maurice A. Jones
Director of Procurement

8/29/2023
Date


Carrie L. Sarver, ESQ., B.C.S.
Senior In-House Counsel

9/6/23
Date


Tiffany Homler Hawkins
Chief Executive Officer

9/6/23
Date:

LYNX Board Agenda

Information Item C

To: LYNX Board of Directors

From: Terri Settington
Director Of Human Resources
Sara Holtzman
(Technical Contact)

Phone: 407.841.2279 ext: 6106

Item Name: Quarterly Service Recognition

Date: 9/28/2023

The Human Resources Department along with the Chief Executive Officer 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

Jose Albino – Bus Operator, Transportation
Ricardo Alicea – Bus Operator, Transportation
Robert Carey – Safety Officer
Gary Estervil – Bus Operator, Transportation
Berthony Francois – Bus Operator, Transportation
Thoams Harrell – Bus Operator, Transportation
Carl Holt – Bus Operator, Transportation
Rosemary Holt – Service Island Attendant, Maintenance
Miriam Holzhauer – Bus Operator, Transportation
Richard James – Groundskeeper, Maintenance
Joyce Larson – Analyst, Finance
Aniel Lima – Bus Operator, Transportation
Roberto Marrero – Facilities, Maintenance
Ronnie Marsh – Bus Operator, Transportation
Daniel Martinez – Technician, Maintenance
Ivan Payne – Bus Operator, Transportation
Michelle Richardson – Supervisor, Transportation
Avinash Salamaya – Supervisor, Maintenance
Iris Santiago – Bus Operator, Transportation
Carlos Torres Ayala – Bus Operator, Transportation
Jose Torres Roman – Technician, Maintenance

LYNX Board Agenda

10 Years of Service

Domingo Casiano – Supervisor, Transportation
Heather Rowland – Clerk, Mobility Services
Anna Aguilar – Bus Operator, Transportation
Jacquelyne Christie – Bus Operator, Transportation
Benjamin Crespo – Supervisor, Transportation
Angel Gala – Bus Operator, Transportation
Jonel Noel – Bus Operator, Transportation
Michael Payton – Bus Operator, Transportation
Daniel Alvarez – Bus Operator, Transportation
Julio Rosado – Groundskeeper, Maintenance
Jose Sosa – Facilities, Maintenance
Walter Gant – Service Planner, Planning
Melony Champion – Bus Operator, Transportation
Albert Hernandez Ortiz – Bus Operator, Transportation
Maria Hrobar – Bus Operator, Transportation
Daman James – Bus Operator, Transportation
Basil Muhammad – Bus Operator, Transportation
Rudel Pierre – Bus Operator, Transportation

15 Years of Service

Muriel Bryant-Manolesakis – Administrative Assistant, Maintenance

20 Years of Service

Deochandra Sarjou – Technician, Maintenance
Joseph D'Ambrosio – Analyst, IT
Maurice Mercer – Facilities, Maintenance
Alton Young – Inventory Control Technician, Finance

25 Years of Service

Christopher Balroop – Technician, Maintenance
Daniel Uglialoro – Technician, Maintenance

30 Years of Service

Jaime Vega – Bus Operator, Transportation
David Velez – Bus Operator, Transportation
Michael Fleming – Bus Operator, 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 2023

Date: 9/28/2023

LYNX Press Releases | Media Notes: August 2023

August 21	LYNX August Board of Directors and Oversight Committee Meeting Information Labor Day Holiday Schedule
August 21	Labor Day Holiday Schedule
August 28	LYNX Tropical Storm Idalia Statement at 4 p.m. on Aug. 28
August 29	Orlando Alert: Hurricane Idalia Briefing LYNX Hurricane Idalia Statement at 10:30 a.m. on Aug. 29 LYNX Hurricane Idalia Statement at 2 p.m. on Aug. 29 LYNX Hurricane Idalia Statement at 4 p.m. on Aug. 29
August 30	LYNX Hurricane Idalia Statement at 7:30 a.m. Aug. 30 LYNX Hurricane Idalia Statement at 9 a.m. Aug. 30
August 31	LYNX Hurricane Idalia Statement at 6 a.m. Aug. 31

LYNX Board Agenda

LYNX News Articles – August 2023

To view the articles below please copy and paste the link into a browser.

August 9	Orlando pitches its autonomous Swan Shuttle, which starts Aug. 20 Yahoo News
August 10	Orlando's Downtown Autonomous Shuttle Named the Swan Shuttle EnergyPortal.eu - A Hero For Kids honored on local LYNX bus Osceola News Gazette
August 14	Orlando Theme Parks' Next Big Attraction With Driverless Buses!! Lake County News
August 15	First Look at the New Autonomous Shuttle at Creative Village City of Orlando
August 16	Orlando previews autonomous 'SWAN' shuttle for downtown's Creative Village Click Orlando Autonomous 'SWAN shuttle' coming to downtown Orlando WFTV Orlando debuts new free self-driving SWAN shuttles in downtown's Creative Village Orlando Weekly Orlando unveils self-driving shuttle that takes travelers to Downtown area Florida Insider
August 17	New Self-driving SWAN Shuttle Bus Hits the Roads of Orlando, Florida Tech Times
August 18	Autonomous shuttle pilot begins in Orlando, Florida Electronics360 - GlobalSpec
August 19	Orlando to launch new self-driving shuttles downtown The Business Journals
August 21	Orlando unveils free, autonomous shuttles in downtown Orlando-News.com

LYNX Board Agenda

August 22	No injuries in Orlando 'SWAN' shuttle, LYMMO bus crash, police say Click Orlando Downtown Orlando SWAN shuttle draws curious riders Orlando Sentinel
August 24	Lynx may buy Florida land for new Osceola County operations center The Business Journals
August 29	New autonomous bus launched in Creative Village The Community Paper

LYNX Social Media – August 2023

August 1	Mystery bus stop. Public Service Bus winner announcement. Repost: U.S. Olympic Team Trials marathon course. Service detour around Camping World Stadium for the Florida Cup. Response to concern about a bus operator. Response to comment about a Link 55 bus taking a detour. Response to question about trip planning.
August 2	See & Say application. LYNX All-Day pass has a new look. Response to request for old LYNX merchandise.
August 3	Public Service Bus throwback.
August 4	Lennox is taking Friday vibes to the next level. Service detour around Camping World Stadium for a back-to-school event. Response to positive feedback. Response to questions about bus fares. Response to comment about loitering at a bus stop.
August 5	Enjoy the beauty of Central Florida parks with a leisurely walk or bike ride.
August 6	August service change.
August 7	Public Service Bus unveiling. LYNX proudly celebrates 20 years of non-profit service buses. Response to comment about Links 55 and 56 bus delays. Response to comment about a Link 42 bus operator. Response to comment about a skipped stop.

LYNX Board Agenda

August 8	<p>Let's work together to maintain the cleanliness of our bus stops.</p> <p>Happy International Cat Day.</p> <p>Response to comment about delays on Link 42.</p> <p>Response to positive feedback about a Link 436S bus operator.</p> <p>Response to comment about a bus operator driving too slow.</p>
August 9	<p>August service change.</p> <p>Repost: Excessive heat warning.</p> <p>City of Orlando introduces the SWAN Shuttle pilot program.</p> <p>Creative Village Autonomous Vehicle Pilot luncheon.</p>
August 10	<p>Back to school.</p> <p>Orange Avenue closure between Church Street and Jackson Street.</p>
August 11	<p>Happy Friday morning greetings.</p>
August 12	<p>Remembering Jim Harrison.</p>
August 13	<p>August service change.</p>
August 14	<p>Reminder to prepare bus fare before boarding the bus.</p> <p>Response to comment about a bus operator.</p>
August 15	<p>National Relaxation Day.</p>
August 16	<p>August service change.</p> <p>SWAN Shuttle kick-off event at Creative Village.</p> <p>SWAN Shuttle reveal at Creative Village.</p> <p>Response to concern about the bus tracker app.</p>
August 17	<p>August service change.</p>
August 18	<p>Visit golynx.com to start your journey.</p> <p>Repost: Additional LYNX service from Sand Lake Road Station to the Orlando Airport.</p>
August 19	<p>The Lost and Found window is open today.</p> <p>August service change.</p> <p>Repost: 2023-24 Public Service Bus unveiling video.</p>
August 20	<p>August service changes are in effect today.</p> <p>Service detour around Exploria Stadium.</p> <p>SWAN Shuttle service information.</p>
August 21	<p>August service change reminder.</p> <p>LYNX Oversight and Board of Directors meetings.</p> <p>Service alert update for the Link 49 detour at Pine Hills Road and Silver Star Road.</p>

LYNX Board Agenda

August 22	Labor Day holiday schedule. Response to request for a 2007 schedule book. Service alert update for the Link 49 detour at Pine Hills Road and Silver Star Road.
August 23	Halfway through the week and we're still going strong.
August 24	LYNX Oversight and Board of Directors meetings will be held today.
August 25	Lennox strutting into the weekend. Detour around Exploria Stadium for the Pride game. Response to concern about Link 38.
August 26	Women's Equality Day. Detour around Exploria Stadium for the Lions game.
August 27	Good day from Edgewater Station.
August 28	Monday motivation. LYNX hurricane policy. Repost: SunRail services will be suspended. LYNX will continue to monitor the impacts to our area. Response to question about the Public Service Bus program.
August 29	Bus etiquette reminder. SWAN Shuttle will not operate until Friday. All LYNX services will be off the road at 11p. All services that stop running before 11p will operate as scheduled. All services are now off the road. Response to questions about bus service.
August 30	Staff is currently evaluating roadway conditions. Labor Day schedule. All services have started to service customers.
August 31	All LYNX services have returned to their normal schedules. Orange Avenue closure for the FSU Block Party. Response to comment about bus delays on Orange Avenue.

LYNX ard Agenda

Social Media Usage	August 2023
<p>Facebook Page Reach: The number of people who saw any content from your Page or about your Page, including posts, stories, ads, social information from people who interact with your Page and more. Reach is different from impressions, which may include multiple views of your posts by the same people. This metric is estimated.</p>	23,646
<p>Facebook Page and Profile Visits: The number of times our Page was visited.</p>	4,966
<p>Total Facebook Posts</p>	62
<p>Facebook Engagement: The sum of reactions, comments and shares received by content associated with our Pages (for the selected timeframe). Includes comments from the author of the post.</p>	<p>1.7K Engagements: 1.3K Reactions, 237 Comments, 131 Shares</p>
<p>Total Tweets</p>	75
<p>Twitter Engagement: The sum of interactions received for the tweets published in the selected timeframe: retweets, replies and likes.</p>	<p>302 Engagements: 200 Likes, 82 Retweets, 18 Replies</p>
Website Usage	August 2023
<p>Total Pageviews</p>	122K
<p>Total User Visits</p>	49K

LYNX Board Agenda

Commuter Vanpool Program – August 2023

Vanpool	August 2023
Vanpool Participants	525*
Total Revenue Miles	161,000*
New Vanpool	0
Returned Vanpools	3
Current Vans at Service	123
Pending Interests	None
Events	None

*These are estimates, as data is not available until after the 21st day of following month.

Advertising Sales – August 2023

Advertising Sales Revenue	August	LYNX %	FY to Date Sales	FY to Date LYNX %
Sales Revenue	\$290,885.00	\$174,531.00	\$4,189,402.67	\$2,513,641.60

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 2023

Date: 9/28/2023

Please find attached the preliminary monthly financial report for the Ninth month ending June 30, 2023.

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX
 STATEMENTS OF REVENUES AND EXPENSES
 For the Nine Months Ending June 30, 2023
 (UNAUDITED)

	As of 6/30/2023		% Actual compared to Budget
	Budget	Actual	
REVENUES			
Customer fares	\$ 13,720,066	\$ 15,120,665	110%
Contract services	3,393,417	3,336,594	98%
Advertising	1,872,504	2,334,263	125%
Interest & Other income	735,530	5,042,346	686%
Federal Revenue	10,117,081	10,841,980	107%
State Revenue	10,902,124	10,717,867	98%
Local Revenue	8,471,281	8,697,926	103%
Local Revenue Funding Partner	59,994,580	59,994,581	100%
TOTAL REVENUE	<u>109,206,582</u>	<u>116,086,222</u>	<u>106%</u>
EXPENSE			
Salaries, Wages & Fringe Benefits	73,652,708	77,073,120	105%
Other services	10,250,978	6,686,611	65%
Fuel	10,625,572	9,639,702	91%
Materials and supplies	7,585,153	7,166,030	94%
Utilities	1,345,649	1,420,320	106%
Casualty & Liability	3,504,828	3,504,011	100%
Taxes and licenses	418,530	430,828	103%
Purchased transportation services	23,936,837	24,355,927	102%
Leases & Miscellaneous	1,673,330	1,096,344	66%
Interest Expense	0	41,406	0%
TOTAL EXPENSE	<u>132,993,586</u>	<u>131,414,301</u>	<u>99%</u>
CHANGE IN NET POSITION	<u>\$ (23,787,004)</u>	<u>\$ (15,328,078)</u>	<u>64%</u>

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

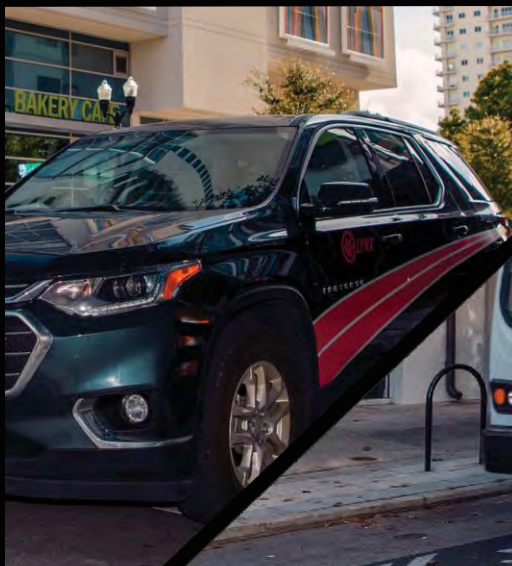
Item Name: Paratransit Monthly Report - August 2023

Date: 9/28/2023

Please find attached the monthly report for Paratransit Services – August 2023.



ACCESS LYNX Paratransit Monthly Status Report

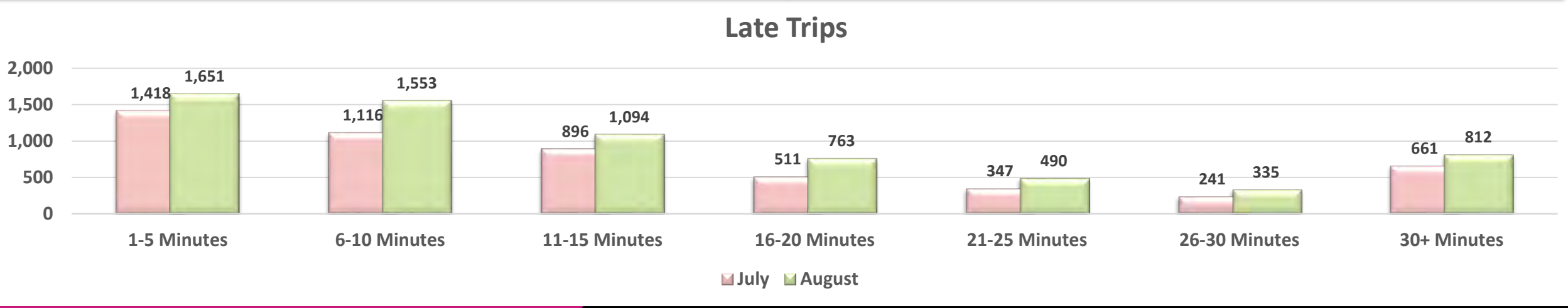
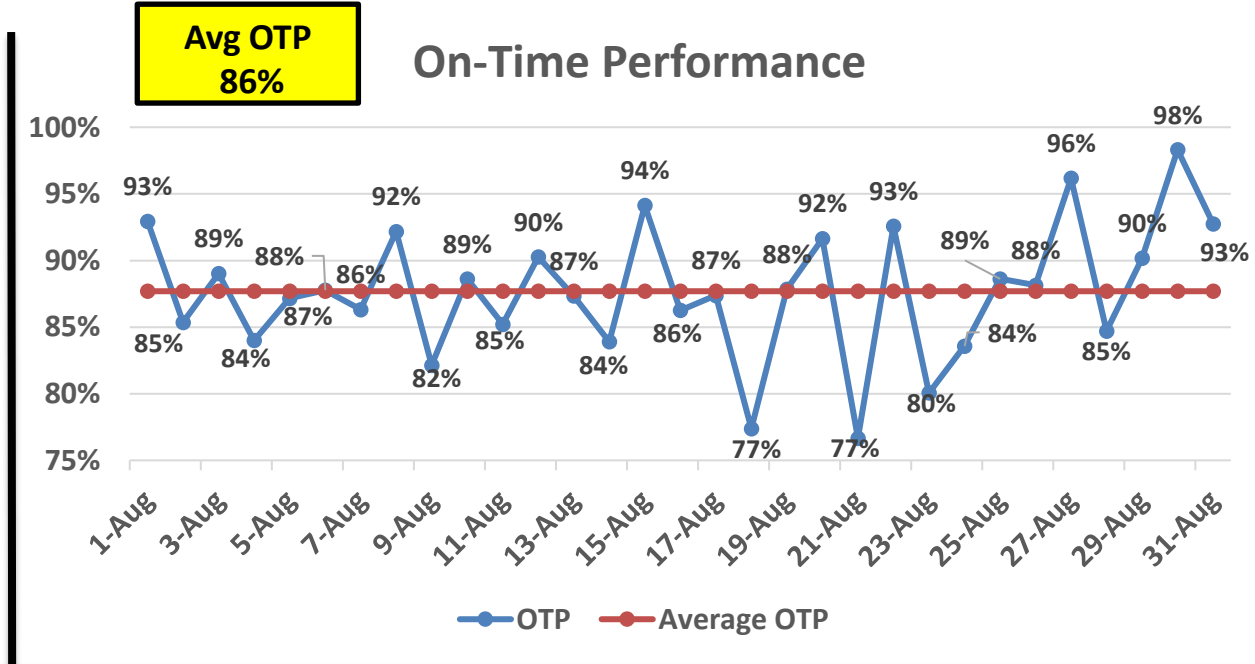
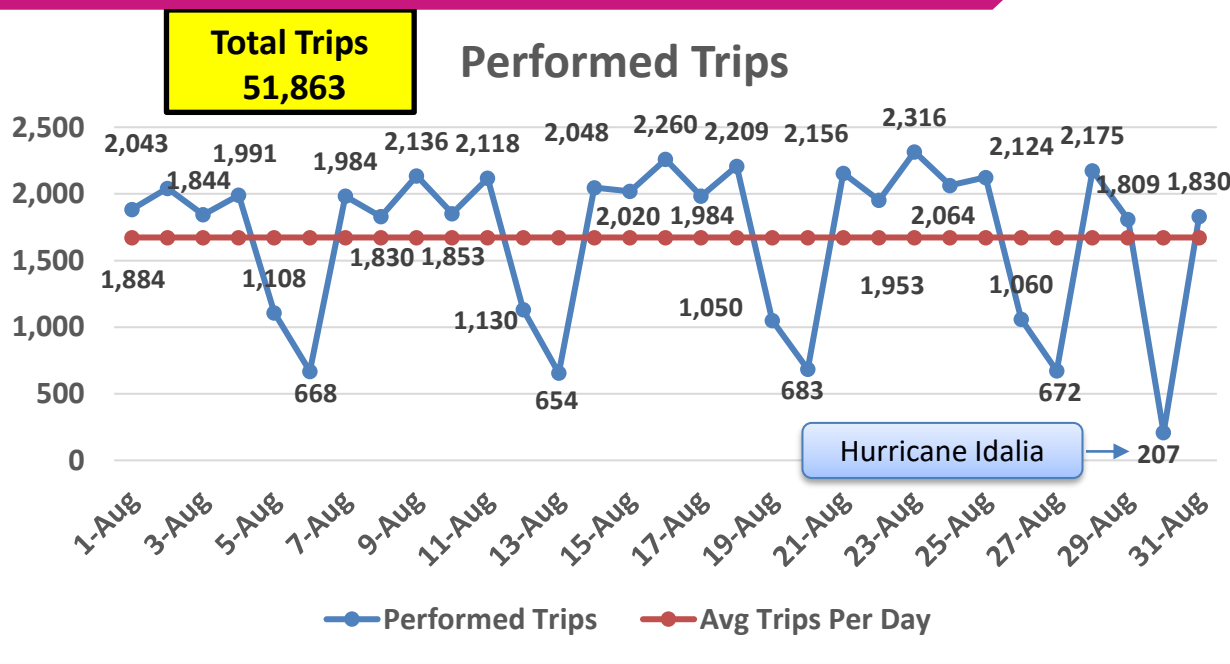


Overview

- Performance
 - August 2023
 - Year to date FY23
- Paratransit Fleet
- Summary for Month



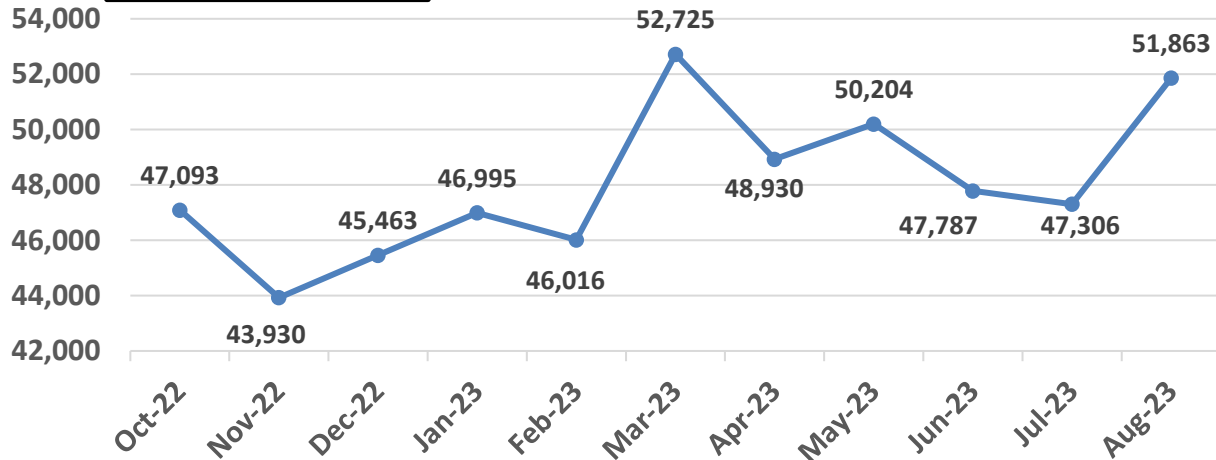
Performance - August 2023



Performance FY 2023

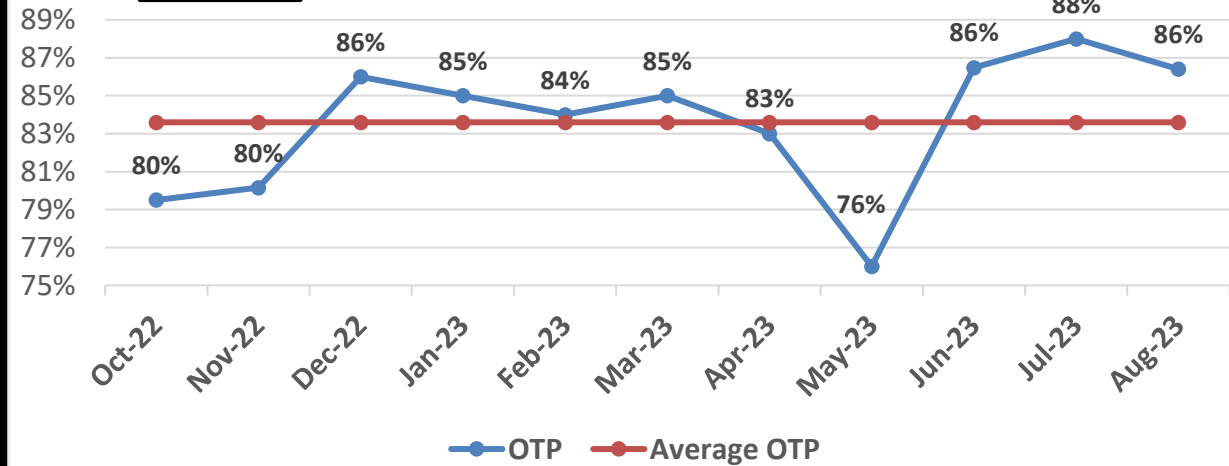
**FY 23 To-Date
"Aug" 528,312**

Performed Trips

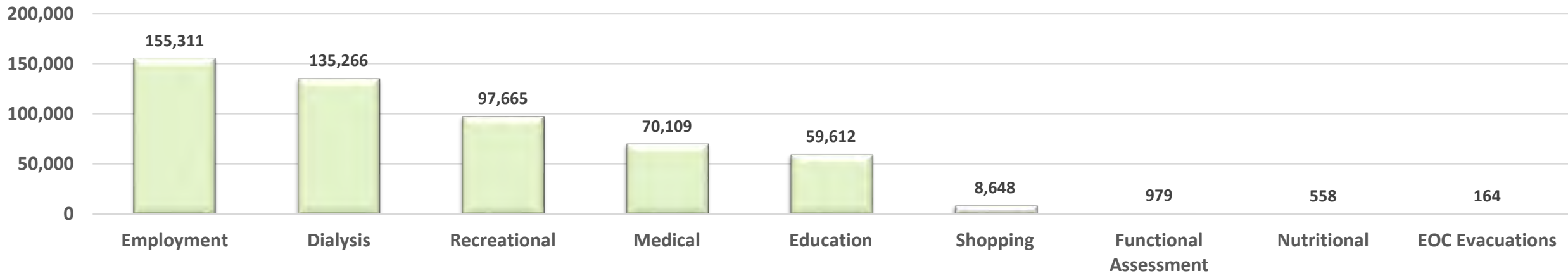


**Avg OTP
84%**

On-Time Performance



Trips by Purpose



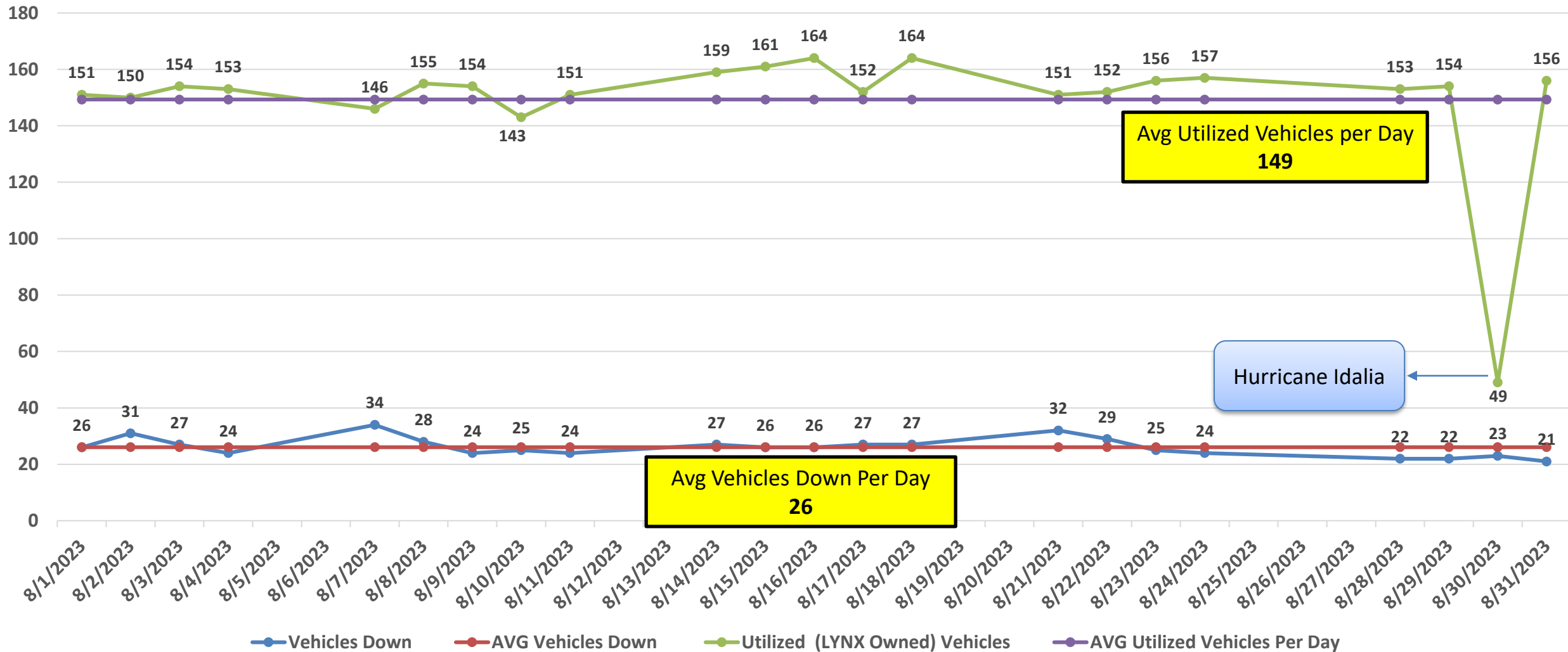
Paratransit Fleet



- Implementation of vigorous program continues to address ongoing maintenance issues.
- Transdev Regional Maintenance Leadership on site to assess program.
- Encountering specific issues:
 - Transmissions
 - Air Conditioning systems
 - ADA equipment
- LYNX proposing replacement of 70 vehicles in FY24 Capital Asset Budget

Paratransit Fleet

Daily Utilized Vehicles VS. Daily Vehicles Down



Summary

- Emphasis is on performance and system efficiencies
 - Demand for ADA/TD trips increased in July 2023.
 - Continued trend in September
 - On-Time Performance (OTP) improving
 - As high as it has been for FY23
 - Goal to reach is 90%
 - Late trips (30 minutes +) reduced as percent of total demand
- Client satisfaction focus
 - Daily operational meetings implemented to address concerns immediately and with response to customer
- Facility refurbishment continues to support Paratransit Operations
 - Planning for back-up power systems for emergency support functions



LYNX Board Agenda

Monthly Report D

To: LYNX Board of Directors

From: James Boyle
Director Of Planning And Development
Bruce Detweiler
(Technical Contact)

Phone: 407.841.2279 ext: 6036

Item Name: Ridership Report - July 2023

Date: 9/28/2023

The attached monthly Performance Report includes July 2023 Year-To-Date figures for ridership and other performance indicators. Total ridership for July 2023 was 1,438,392. This is a 3.1% increase from July 2022. On-Time Performance for Fiscal Year-To-Date 2022 is 62%.

- LYNX overall ridership increased by 50K, or 3.1%, compared to July 2022. Year-to-date ridership for FY-23 (15,261,670) increased 10.5% compared to FY-22 (13,809,735)
- LYMMO ridership increased by 8K, or 22.2%, compared to July 2022. Year-to-date ridership for FY-23 (402,679) increased 17.3% compared to FY-22 (343,348).
- Fixed Route ridership increased by 30K, or 2.6%, compared to July 2022. Year-to-date ridership for FY-23 (14,010,292) increased by 10.5% compared to FY-22 (12,679,034).
- NeighborLink ridership decreased by 750, or 9.7%, compared to July 2022. Year-to-date ridership for FY-23 (79,812) increased 4.9% compared to FY-22 (76,084).
- ACCESS LYNX ridership increased by 4K, or 10%, compared to July 2022. Year-to-date ridership for FY-23 (525,665) increased 14% compared to FY-22 (461,236).
- Vanpool ridership decreased by 300, or 1.7%, compared to July 2022. Year-to-date ridership for FY-23 (216,836) increased by .5% compared to FY-22 (215,801).
- There were no special events for July 2023.



July 2023 Service Performance Report

RIDERSHIP

Total Ridership by Mode						
	Jul-22	Jul-23	% Δ	YTD-22	YTD-23	% Δ
LYMMO	40,028	48,899	22.2%	343,348	402,679	17.3%
Fixed Route	1,320,504	1,355,394	2.6%	12,679,034	14,010,292	10.5%
NeighborLink	7,104	6,415	-9.7%	76,084	79,812	4.9%
ACCESS LYNX	48,054	52,883	10.0%	461,236	525,665	14.0%
Vanpool	20,141	19,801	-1.7%	215,801	216,836	0.5%
Special Events	3,186	0	N/A	34,232	26,386	-22.9%
SYSTEM TOTAL	1,439,017	1,483,392	3.1%	13,809,735	15,261,670	10.5%

July-22	20 Weekdays	5 Saturdays	6 Sundays
July-23	20 Weekdays	5 Saturdays	6 Sundays

Average Daily Ridership by Mode									
Mode	Weekday			Saturday			Sunday		
	Jul-22	Jul-23	% Δ	Jul-22	Jul-23	% Δ	Jul-22	Jul-23	% Δ
LYMMO	1,644	1,802	9.6%	325	1,300	300.0%	778	1,059	36.1%
Fixed Route	48,845	50,066	2.5%	34,042	39,628	16.4%	24,910	25,989	4.3%
NeighborLink	291	262	-10.0%	251	182	-27.5%	-	-	-
ACCESS LYNX	1,864	2,122	13.8%	1,093	1,156	5.8%	687	779	13.4%
Vanpool	385	455	18.2%	116	104	-10.3%	69	43	-37.7%
SYSTEM TOTAL	53,029	54,707	3.2%						

LYNX ridership increased by about 50K, or 3.1%, compared to July 2022. System-wide average riders increased by 10.5% year-to-date.

LYMMO ridership increased by about 8K, or 22.2%, compared to July 2022. Average weekday ridership for LYMMO was up 9.6% in July 2023. Overall Year-to-Date Ridership has increased by 17.6% primarily due to the extension of the LYMMO Lime line and frequency changes on the LYMMO Orange and LYMMO Grapefruit lines in December 2022. The most notable increases have been seen on Saturdays and Sundays.

Fixed Route ridership increased by about 30K, or 2.6%, compared to July 2022. Average daily ridership increased by 2.5% 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 decreased by about 750, or 9.7%, compared to July 2022. NeighborLink is overall showing a YTD ridership increase of 4.9%.

ACCESS LYNX ridership increased by about 4K, or 10.0%, compared to July 2022. Ridership is showing a slow, steady recovery from the COVID-19 pandemic with a YTD ridership increase of 14.0%.

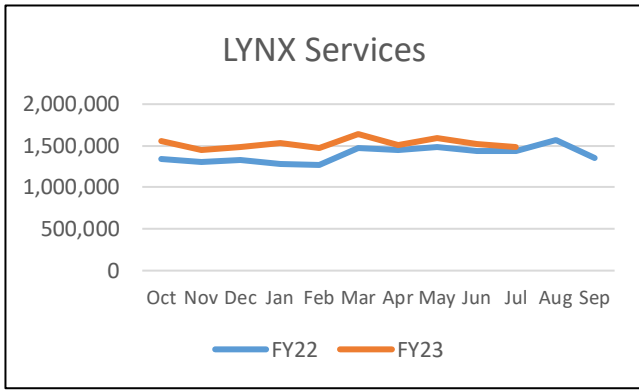
Vanpool ridership decreased by about 300, or 1.7%, compared to July 2022. Overall Vanpool ridership has increased by less than 1% YTD compared to FY 2022.

*According to the U.S. Energy Information Administration, the average price of gasoline in the U.S. was \$4.89/gallon in July 2022 and \$3.64/gallon in July 2023. Historically, high gas prices can result in increased public transit ridership.

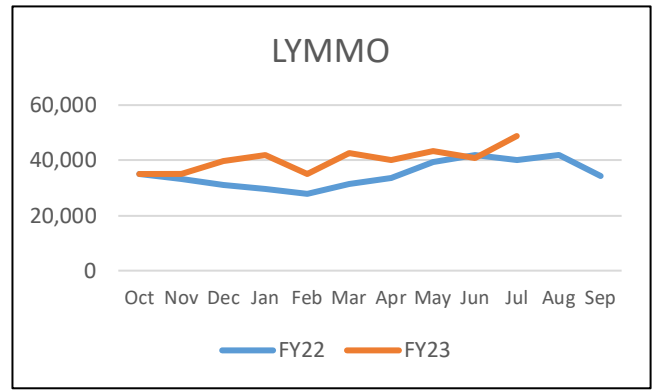
MONTHLY RIDERSHIP TRENDS BY MODE



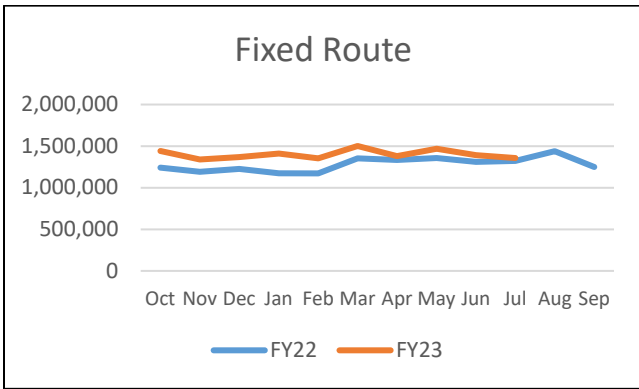
July 2023 Service Performance Report



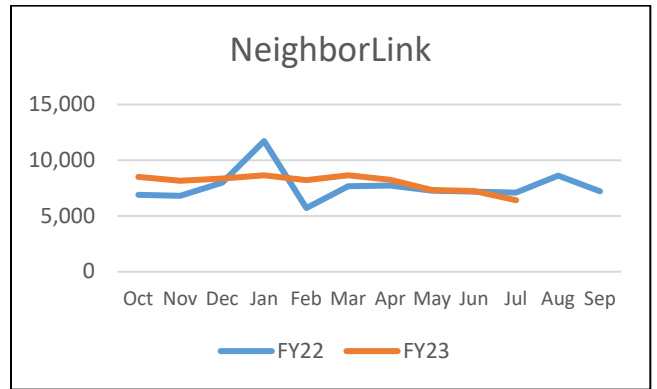
LYNX ridership increased by 3.1% compared to the same time last year. Average weekday riders increased by 3.2%.



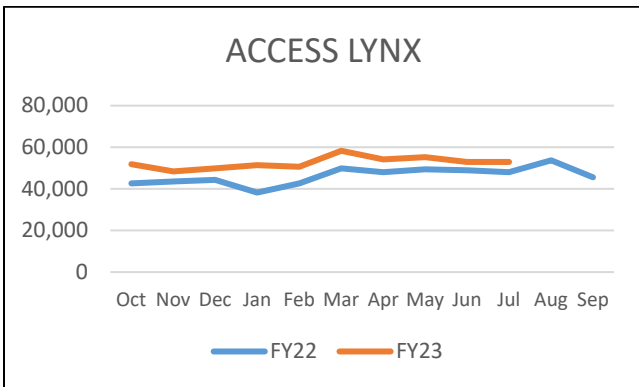
LYMMO ridership increased by 22.2% compared to the same time last year. Average weekday riders increased by 9.6%.



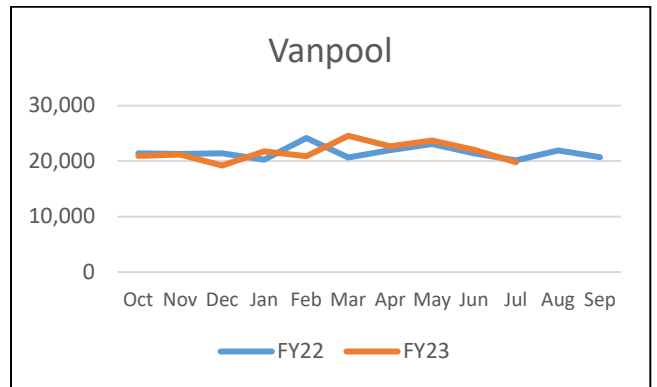
Fixed route ridership increased 2.6% compared to July 2022. Average weekday riders increased by 2.5%.



NeighborLink ridership decreased 9.7% compared to July 2022. Average weekday riders decreased by 10.0%.



ACCESS LYNX ridership increased by 10.0% compared to July 2022. Average weekday riders increased by 13.8%.



Vanpool ridership increased by 1.7%. Overall Vanpool usage is showing an increase of less than 1% YTD.



July 2023 Service Performance Report

FY23 Monthly Modal Performance Data Sheet - July 2023

Month End Reporting	Ridership	Passengers per Trip	On-Time Performance	Farebox Recovery	National Transit Database Reportable Accidents	Complaints per 100,000 Miles	Total Trips Scheduled	Percentage of Scheduled Trips Operated	Fleet Availability	Preventative Maintenance Inspection Completed on Time	
LYMMO											
Oct	35,150	5	68%	Not Applicable	0	0.08	7,626	93%	14	100%	
Nov	35,011	5	72%		0	0.09	7,470	90%	14	100%	
Dec	39,777	6	74%		0	0.07	7,343	86%	14	100%	
Jan	41,973	7	67%		0	0.08	7,150	89%	14	100%	
Feb	35,089	6	66%		1	0.07	6,472	87%	14	100%	
Mar	42,478	7	65%		0	0.07	7,258	81%	14	80%	
Apr	40,072	8	64%		0	0.08	6,780	76%	14	71%	
May	43,507	6	70%		0	0.09	7,150	96%	14	100%	
Jun	40,723	6	73%		2	0.09	6,996	94%	14	100%	
Jul	48,899	7	73%		0	0.08	6,934	96%	14	100%	
Aug											
Sep											
YTD	402,679	6	69%		3	0.08	71,179	89%	14	95%	
Fixed Route											
Oct	1,441,821	17	66%	13%	7	0.08	89,575	97%	223	100%	
Nov	1,339,455	16	67%	14%	6	0.09	86,939	95%	228	100%	
Dec	1,368,457	16	67%	10%	8	0.07	91,340	93%	214	99%	
Jan	1,411,242	17	73%	16%	10	0.08	90,637	94%	215	100%	
Feb	1,353,723	18	56%	15%	10	0.07	82,400	93%	216	91%	
Mar	1,501,517	18	58%	13%	5	0.07	92,093	93%	217	84%	
Apr	1,378,985	17	57%	14%	3	0.08	86,845	94%	216	71%	
May	1,467,960	17	62%	16%	6	0.09	90,637	97%	227	99%	
Jun	1,391,738	16	64%	11%	9	0.09	88,862	97%	226	92%	
Jul	1,355,394	16	62%	14%	7	0.08	88,620	97%	213	78%	
Aug											
Sep											
YTD	14,010,292	17	63%	14%	71	0.08	887,948	95%	220	91%	



July 2023 Service Performance Report

FY23 Monthly Modal Performance Data Sheet -July 2023

Month End Reporting	Ridership	On-Time Performance	Collected Fares	NTD Reportable Incident	Complaints per 100,000 Miles	Fleet Availability	Preventable Maintenance Inspection Completed On-Time
NeighborLink							
Oct	8,517	100%	100%	0	25.1	95%	100%
Nov	8,162	100%	100%	0	23.3	95%	99%
Dec	8,373	100%	100%	0	17.3	90%	99%
Jan	8,639	100%	100%	0	4.9	91%	99%
Feb	8,220	100%	100%	0	22.1	88%	99%
Mar	8,652	100%	100%	0	8.8	94%	99%
Apr	8,251	100%	100%	0	25.2	99%	98%
May	7,329	100%	100%	0	12.3	NO DATA*	NO DATA*
Jun	7,254	100%	100%	0	17.5	100%	80%
Jul	6,415	100%	100%	0	10.2	100%	91%
Aug							
Sep							
YTD	79,812	100%	100%	0	16.7	95%	96%
ACCESS LYNX							
Oct	51,883	79.50%	99.79%	2	7.3	89%	100%
Nov	48,400	80.15%	99.78%	1	9.5	86%	99%
Dec	49,890	86.03%	99.82%	0	7.6	86%	99%
Jan	51,347	85.20%	99.88%	0	5.2	84%	99%
Feb	50,578	84.02%	99.87%	2	5.2	82%	99%
Mar	58,303	84.76%	99.87%	0	7.7	83%	99%
Apr	54,118	82.65%	99.82%	3	6.6	83%	98%
May	55,308	76.28%	99.82%	0	13.5	NO DATA*	NO DATA*
Jun	52,955	86.48%	99.30%	0	NO DATA*	NO DATA*	NO DATA*
Jul	52,883	87.90%	99.59%	0	12.1	83%	81%
Aug							
Sep							
YTD	525,665	83.30%	99.75%	8	8.3	84%	97%

* Data was not provided by the contractor.



July 2023 Service Performance Report

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 preventative maintenance inspections that were completed on time.

Collected Fares – Percentage of fares collected from passengers to use the service.