

---

**BUS SERVICE AGREEMENT  
26-C011**

by and between

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

and

**ORANGE COUNTY, FLORIDA**

relating to enhanced bus service in Orange County, Florida under the  
Accelerated Transportation Safety Program (ATSP)

October 1, 2025

## **BUS SERVICE AGREEMENT**

**THIS BUS SERVICE AGREEMENT** (the “**Agreement**”) made and entered as of this 1st day of October 2025 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**”) (collectively referred to as “**Parties**”).

### **WITNESSETH:**

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

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

**WHEREAS**, the Parties, concurrently herewith, will enter into a Service Funding Agreement (26-C07)(“SFA”) which will, inter alia, fund this Agreement; and

**WHEREAS**, the Parties agree that this Agreement is governed by and is subject to the terms and conditions of the SFA. In the event of any conflict between this Agreement and the SFA, the SFA shall control; 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. **RECITALS.** ORANGE COUNTY 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.** For purposes of this Agreement, the following definitions shall apply, unless the context requires otherwise or another definition is expressly provided in this Agreement:

|                                   |                                                                                                                                     |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Agreement</u></b>           | Shall mean this Bus Service Agreement, as the same may be amended from time to time.                                                |
| <b><u>Bus Service</u></b>         | Shall mean the bus service to be provided by LYNX in and to the Service Area as set forth in this Agreement.                        |
| <b><u>Cost of Bus Service</u></b> | Shall mean the cost incurred by LYNX to provide the Bus Service, for the fiscal year ending September 30, 2026. Cost is based on an |

estimated hourly rate of \$112.43 per hour. The foregoing hourly rate is subject to readjustment for each succeeding fiscal year.

**County**

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

**FDOT**

Shall mean the Florida Department of Transportation.

**FTA**

Shall mean the Federal Transit Administration.

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

- a. Federal, state and local regulations applicable to LYNX including, but not limited to, the rules and regulations promulgated from time to time by FDOT and/or FTA as applicable to LYNX.
- b. All conditions beyond the reasonable control of LYNX including, but not limited to, Acts of God, hurricanes, matters of public safety, etc.
- c. The changing transportation needs of ORANGE COUNTY to the extent LYNX can accommodate such needs.
- d. The times set forth in this Agreement and other matters regarding the providing of Bus Service are not guarantees; they are projected times for stops and starts and are subject to best efforts by LYNX, including matters associated with traffic, accidents, and other events not caused by or under control of LYNX.

4. **TERM.** This Agreement shall be effective as of October 1, 2025 (the "**Commencement Date**") and shall, except as otherwise set forth herein or unless terminated in writing by either party pursuant to Section 5, be completed on or before September 30, 2026 (the "**Expiration Date**"), which is the funding period for providing the Bus Service as set forth in **Exhibit A** attached hereto.

No later than six (6) months before the end of each fiscal year of this Agreement (based on a September 30<sup>th</sup> fiscal year), ORANGE COUNTY and LYNX shall meet in good faith to discuss each party's intentions to negotiate an agreement for the continuance of service.

5. **TERMINATION.**

- a. **Termination at Will.** This Agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.
- b. **Termination Due to Lack of Funds.** In the event funds from governmental sources relied upon to finance this Agreement become unavailable, ORANGE COUNTY or LYNX may terminate this Agreement with no less than twenty-four (24) hours written notice to the other party.

Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notice shall be effective upon receipt.

c. **Termination for Cause.** In the event that either party (the "**Breaching Party**") fails to fulfill any material obligation established hereunder, or violates any material covenant, term, or condition of this Agreement, the non-Breaching Party shall give the Breaching Party written notice of such breach, failure, or violation. If such breach, failure, or violation is not cured to the reasonable satisfaction of the non-Breaching Party within 30 days from the date of the notice, the non-Breaching Party may terminate this Agreement effective upon such additional notice to such effect or upon such other date as specified in such notice. Notwithstanding the total amounts which are properly chargeable against the Bus Service up to the effective date of termination, ORANGE COUNTY shall not be obligated to reimburse or fund LYNX for any remaining portion of the yearly Transit Service Cost budgeted. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

6. **BUS SERVICE AND PASSENGER AMENITIES.**

a. **Bus Service** - Attached hereto as **Exhibit "A"** is a description of the service for October 1, 2025 through September 30, 2026. This Schedule is subject to all of the provisions of this Agreement. This Schedule is not a guarantee but rather reflects the anticipated service hours to be delivered. During the term of this Agreement, LYNX, after discussion with ORANGE COUNTY, may adjust the Schedule to better accommodate the overall Bus Service to be provided under this Agreement. Thus, for example, if a particular Bus Stop provides a safety hazard, then LYNX, in cooperation with ORANGE COUNTY, could move that Bus Stop to a safer location.

b. **Amenities** - Bus Shelters and Amenities will also be provided as part of this agreement. The Accelerated Transportation Safety Program for the five (5) year period will install approximately 264 new bus shelters. Of the 264 new shelters approximately 150 shelters will be funded through the ORANGE COUNTY Accelerated Transportation Safety Program. The remaining shelters will be funded using Federal funds.

7. **PAYMENT FOR BUS SERVICE.** The Bus Service to be provided by LYNX pursuant to this Agreement is in consideration of ORANGE COUNTY paying to LYNX the Cost of Bus Service as described in **Exhibit "B,"** attached hereto and incorporated herein ("Payments"). In that regard, the parties do hereby agree as follows:

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

ORANGE COUNTY  
Attention: Brian Sanders, Transportation Planning Manager  
Brian.Sanders@ocfl.net  
4200 S John Young Parkway  
Orlando, FL 32839

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

c. LYNX will not be obligated to use any general funding it receives from any other government agency to fund 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.

8. **SECURITY DEPOSIT.** No security deposit is required of ORANGE COUNTY under this Agreement.

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

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

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

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

9. **BOND.** ORANGE COUNTY shall not be required to furnish LYNX with any bond or other collateral conditioned for the faithful performance of the duties and due accounting for all monies received by 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 THE 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, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12. **NO THIRD-PARTY BENEFICIARY.** This Agreement is solely between the Parties 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

ORANGE COUNTY: 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. **ATTORNEY'S FEES.** The Parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

16. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

17. **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.

18. **INSURANCE.** Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the LYNX acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. The LYNX agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440 of the Florida Statutes. Upon request, LYNX shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the County agrees to find acceptable for the coverage mentioned above. The County's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the LYNX of its liability and obligations under this agreement.

19. **MISCELLANEOUS CLAUSES.**

- a. **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.
- b. **Time of Essence.** The parties recognize that time is of the essence in the performance of the provisions of this Agreement provided, however, regarding the providing of Bus Service, that is subject to the qualifications set forth in this Agreement.
- c. **Legal Obligations.** This Agreement shall not relieve any party of any obligation or responsibility imposed upon it by law.
- d. **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.
- e. **Benefits of Bus 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.
- f. **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.
- g. **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.

h. **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.

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

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

k. **Good Faith Procedure to Resolve Disputes.** The parties understand and are aware that this Agreement is between two entities who mutually desire for the beneficial providing of the Bus Service under this Agreement and wish to avoid any default or misunderstandings. Thus, in the event one Party hereto believes that the other Party is in default under this Agreement, the other Party through a senior representative shall contact a senior representative of the other Party to discuss and resolve any alleged default or nonperformance. Failing such resolution, said Party will then be required to give actual written notice to the other party of said alleged default before said Party may exercise any of the rights available to it under this Agreement. With this background, ORANGE COUNTY is aware and specifically understands that the scope and quantity of the Bus Service being made available to it is based upon the amount LYNX receives from ORANGE COUNTY. Thus, for example, if ORANGE COUNTY should fail to pay the requisite payments, LYNX could seek to enforce that payment but, at its option, could also reduce the bus service specifically within the Service Area.

l. **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."**

m. **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.

20. **AUTHORITY TO EXECUTE AND COMPLY.** ORANGE COUNTY and LYNX each represent and warrant that their respective signatories hereunder have been duly and lawfully authorized by the appropriate body or official(s) to execute this Agreement. Additionally, ORANGE COUNTY and LYNX each represent and warrant that they have respectively complied with all applicable requirements and preconditions of law necessary to enter into and be bound by this Agreement, and that they have full power and authority to comply with the terms and provisions of this Agreement.

21. **AMENDMENTS.** This Agreement may be amended only through a written document approved by both ORANGE COUNTY's Board of County Commissioners and the LYNX Governing Board, and executed by all Parties hereto. However, modifications that result in no increase to LYNX operational cost per revenue hour (see Cost of Bus Service) require only the approval of LYNX's Chief Executive Officer and the approval of ORANGE COUNTY.

22. **COMPLETE AGREEMENT.** This Agreement and any attached or incorporated documents set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement.

**[Signatures appear on following page]**

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

**ORANGE COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

**ATTEST:**

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

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

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

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

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: Tiffany Homler Hawkins  
Tiffany Homler Hawkins  
Chief Executive Officer

Date: 9/25/25

This Agreement is approved as to form for reliance only by LYNX and for no other person and for no other purpose.

**AKERMAN LLP,**

Counsel for LYNX,

By: James F. Goldsmith  
James F. Goldsmith

Date: 9/25/25

## **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).

- Link 9 – extension of service to Pine Hills Transfer Center
- Link 21 – increase in Sunday frequency to 30 minutes
- Link 37 – increase in weekday peak frequency to 20 minutes and Sunday frequency to 30 minutes
- Link 40 – increase in weekday frequency to 30 minutes
- Link 42 – increase in Sunday frequency to 30 minutes
- Link 44 – extension of service to Pine Hills Transfer Center
- Link 48 – extension of service to Pine Hills Transfer Center
- Link 49 – extension of service to Pine Hills Transfer Center and Rosemont Superstop
- Link 125 – extension of service to Pine Hills Transfer Center and increase of weekday frequency to 20 minutes
- Link 111/311 - new routing and number (311) and increased frequency to 30 minutes daily
- Link 436S – increase in Sunday frequency to 30 minutes between OIA and SR 436/University Blvd.



## ACCELERATED TRANSPORTATION SAFETY PROGRAM, ORANGE COUNTY

### Proposed Route Enhancements

- 21 Raleigh Street / Kirkman Road / Universal Orlando
- 37 Pine Hills / Florida Mall
- 40 Americana Boulevard / Universal Orlando
- 42 I-Drive / Orlando International Airport
- 09 Winter Park / Rosemont
- 44 Hiwassee Rd / Apapka / Zellwood
- 48 W. Colonial Dr / Powers Drive
- 49 W. Colonial Dr / Pine Hills Rd
- 125 Silver Star Rd
- 311 Disney/OIA Express
- 436S S.R. 436/ OIA/ Fern Park

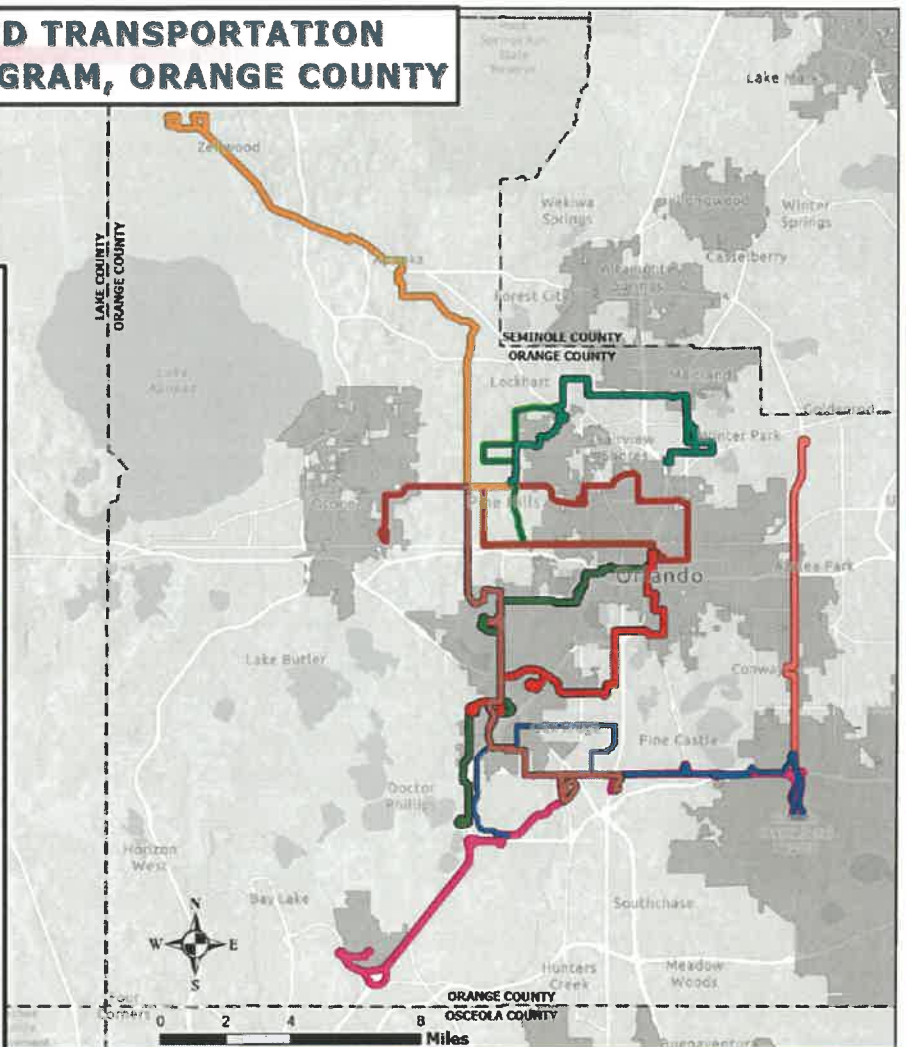
### Map Composition:

January 30, 2025

### DATA SOURCES:

Central Florida Regional Transportation Authority (LYNX)  
Data Compilation and Map production.  
HERE Data, Planimetrics

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



## **EXHIBIT “B”**

### **Orange County Transit Service Costs Related to the Accelerated Transportation Safety Program (ATSP)**

**Description of Appropriated Amount  
October 1, 2025 through September 30, 2026**

#### **Fixed Route Operating Costs**

| <b>Link Services</b> | <b>Hours</b>  | <b>Amount</b>       |
|----------------------|---------------|---------------------|
| Link 21              | 2,702         | \$ 303,786          |
| Link 37              | 7,122         | 800,726             |
| Link 40              | 10,878        | 1,223,014           |
| Link 42              | 3,470         | 390,132             |
| Link 436S            | 1,916         | 215,416             |
| Link 111/311         | 14,393        | 1,618,205           |
| Link 9               | 551           | 61,949              |
| Link 44              | 1,102         | 123,898             |
| Link 48              | 627           | 70,494              |
| Link 49              | 5,582         | 627,584             |
| Link 125             | 7,878         | 885,724             |
| <b>Subtotal</b>      | <b>56,221</b> | <b>\$ 6,320,928</b> |

**Net Fixed Route Cost** **\$ 6,320,928**

**Capital Contribution for Shelters** **\$3,000,000**

**Total Funding Request** **\$ 9,320,928**

**FY2026 Billing Schedule**

|                                           | <b>Capital</b>      | <b>Operating</b>    | <b>Total</b>        |
|-------------------------------------------|---------------------|---------------------|---------------------|
| November-25                               | \$ 750,000          | \$ 1,580,232        | \$ 2,330,232        |
| January-26                                | 750,000             | 1,580,232           | 2,330,232           |
| April-26                                  | 750,000             | 1,580,232           | 2,330,232           |
| July-26                                   | 750,000             | 1,580,232           | 2,330,232           |
| <b>Annual Funding Request from County</b> | <b>\$ 3,000,000</b> | <b>\$ 6,320,928</b> | <b>\$ 9,320,928</b> |