



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1485, **Version:** 1

Interoffice Memorandum

DATE: October 30, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Brian R. Sanders, Manager

PHONE: (407) 836-8022

DIVISION: Transportation Planning Division

ACTION REQUESTED:

Approval and execution of (1) First Amendment to Interlocal Agreement for Transit Planning In Kind and Reimbursable Services by and between Orange County, Florida and Central Florida Regional Transportation Authority DBA LYNX in the amount of \$2,255,217 and (2) Termination of Memorandum of Agreement by and between Orange County, Florida and Central Florida Regional Transportation Authority, d/b/a LYNX dated March 26, 2024, relating to a potential urban circulator operating within the International Drive. Districts 1 and 6. (Transportation Planning Division)

PROJECT: N/A

PURPOSE:

Orange County completed the International Drive Transit Feasibility and Alternative Technology Assessment in 2021. The project evaluated the potential of implementing a premium transit circulator operating within the International Drive District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive. To support the next steps of the International Drive Transit Project, the Board entered into a Memorandum of Agreement (MOA) with LYNX on June 21, 2022, for LYNX to provide in kind transit planning services to Orange County.

LYNX is a designated recipient for Federal Transit Administration (FTA) funds for the Central Florida region and is serving as the project lead for the procurement of professional consultant services to advance the International Drive Transit Project.

The Board executed a second MOA on March 26, 2024, to identify the in-kind services that LYNX

would procure and manage for the transit project at a cost of \$2,100,000. The Board executed an Interlocal Agreement on December 3, 2024, to build upon the March 26, 2024 MOA and identify the specific terms and conditions of the in-kind and reimbursable services that will be provided by LYNX.

On January 23, 2025, the LYNX Board of Directors authorized their staff to begin the contract negotiations process with WSP USA for professional services for the International Drive Transit Project NEPA, Preliminary Engineering, and FTA Small Starts Project Development. This Amendment to the Interlocal Agreement between LYNX and Orange County reflects an updated reimbursable amount of \$2,255,715 for the procured consulting services to reflect the negotiated contract fee agreement.

BUDGET: N/A

BCC Mtg. Date: November 18, 2025

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
FOR TRANSIT PLANNING IN KIND AND REIMBURSABLE SERVICES**

BY AND BETWEEN

ORANGE COUNTY, FLORIDA

AND

CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY DBA LYNX

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“Amendment”), is entered into this 18 day of November, 2025, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393 (“County”), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 (“Authority”).

WITNESSETH:

WHEREAS, the parties entered into an Interlocal Agreement For Transit Planning In Kind and Reimbursable Services on December 3, 2024 (the “Agreement”), relating to a potential urban circulator operating with the International Drive (I-Drive) District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive (the “Project”);

WHEREAS, the Agreement provides, *inter alia*, that Authority will provide certain in-kind services and procure reimbursable services and serve as the lead agency for the Project and County will provide funding for reimbursable services related to professional services Authority would procure and manage to complete a National Environmental Policy Act assessment and preliminary design for the Project;

WHEREAS, County desires to increase its maximum funding amount in the Agreement as set forth in this Amendment; and

WHEREAS, the Board of County Commissioners of Orange County, Florida, hereby finds and declares that this Amendment promotes a valid and important public purpose and is in the best interest of the public health, safety, and welfare of the citizens of Orange County.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Amendment.** The first sentence of Section 6 of the Agreement is hereby amended and restated to read as follows:

“The maximum County reimbursement amount to Authority is Two Million Two Hundred Fifty Five Thousand Seven Hundred and Fifteen Dollars and Thirty Nine Cents (\$2,255,715.39) (the “County Contribution”).”

3. **Full Force and Effect.** Except as herein modified, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

4. **Governing Law.** This Amendment shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof.

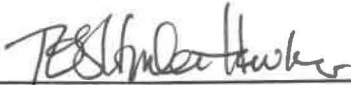
5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile (or other electronic means) shall be effective as delivery of a mutually executed counterpart to this Amendment.

[Signatures appear on following page]

**[SIGNATURE PAGE OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND
ORANGE COUNTY, FLORIDA]**

"Authority"

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY
D/B/A LYNX**

By: 
Name: Tiffany Homler Hawkins
Title: Chief Executive Officer
Dated: 10/15/25

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

AKERMAN LLP,
Counsel for Authority,

By: 
James F. Goldsmith

Date: 10/13/25

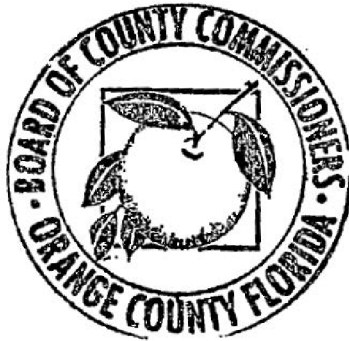
*[SIGNATURE PAGE OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY AND
ORANGE COUNTY, FLORIDA]*

IN WITNESS WHEREOF, County and Authority have caused this Amendment to be executed as of the dates set forth below.

“County”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: November 18, 2025

ATTEST:

Phil Diamond, CPA, County Comptroller,

As Clerk of the Board of County Commissioners

By: *Jennifer Ann - Kline*

Date: November 18, 2025

BCC Mtg. Date: November 18, 2025

TERMINATION OF MEMORANDUM OF AGREEMENT

THIS TERMINATION OF MEMORANDUM OF AGREEMENT (this "Termination") is entered into as of ~~NOV 18~~ 18 2025, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter, "County"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, d/b/a LYNX**, a Florida body politic and corporate governed by Part II, Chapter 343, Florida Statutes, and having its principal place of business at LYNX Central Station, 455 N. Garland Ave., Orlando, Florida 32801 ("Authority").

WITNESSETH:

WHEREAS, the Parties are parties to a certain Memorandum of Agreement, dated March 26, 2024 (the "MOA"), relating to a potential urban circulator operating with the International Drive (I-Drive) District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive (the "Project");

WHEREAS, subsequent to entering into the MOA, the parties entered into a certain Interlocal Agreement For Transit Planning In Kind and Reimbursable Services on December 3, 2024 (as amended, the "Interlocal Agreement"), which addresses the subject matter of the MOA but more precisely defines the roles and responsibilities of the parties;

WHEREAS, the Interlocal Agreement has rendered the MOA superfluous and, as a consequence, the parties desire to terminate the MOA.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Termination of MOA. The MOA is hereby terminated effective immediately. The termination of the MOA will have no impact on the Interlocal Agreement.
3. Entire Agreement; Modification. This Termination supersedes all prior agreements between the parties with respect to the MOA and contains the entire agreement between the parties hereto regarding the matters covered in this Termination. No amendment to or modification of this Termination shall be binding unless the same is in writing and signed by the parties hereto.
4. Governing Law. This Termination shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof.

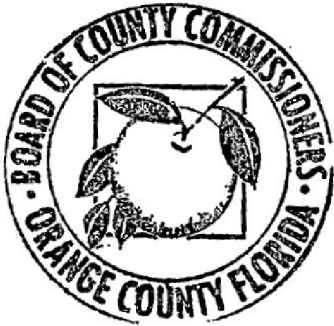
5. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Termination by facsimile (or other electronic means) shall be effective as delivery of a mutually executed counterpart to this Termination.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Termination effective as of the day and date first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: November 18, 2025


Attest: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

By: *Jennifer Lara - Klimetz*
Deputy Clerk

Printed name: Jennifer Lara- Klimetz


IN WITNESS WHEREOF, the undersigned have executed this Termination effective as of the day and date first above written.

**CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By: 
Name: Tiffany Homler Hawkins
Title: Chief Executive Officer

Reviewed as to Form:

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

By: 
Name: James F. Goldsmith
Title: Partner