



**Interoffice Memorandum**

March 1, 2024

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

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

Handwritten signature of Joseph C. Kunkel in black ink.

CONTACT PERSON: **Brian R Sanders, Interim Manager**  
**Transportation Planning Division**

Handwritten signature of Brian R Sanders in black ink.

PHONE NUMBER: (407) 836-8022

SUBJ: **March 26, 2024-Consent Item**  
**Memorandum of Agreement between Orange County and Central Florida Regional Transportation Authority (d/b/a LYNX) for Transit Planning In-Kind and Reimbursable Services**

Orange County and Central Florida Regional Transportation Authority, here in referenced as "LYNX," have agreed to complete the next phase of the International Drive Transit Feasibility Study together. This includes preliminary design work required for entry into the Federal Transit Administration (FTA) Small Starts program and design, right-of-way acquisition, and construction in future project phases. LYNX will provide in-kind services and serve as the lead agency for the project based on their long history and certification with FTA.

The memorandum of agreement serves as evidence of the intentions of both parties to cooperate in the furtherance of the public interest by implementing a sustainable premium transit system along International Drive from Sea Harbor Drive to Sand Lake Road, including parts of Sea Harbor Drive and Destination Parkway. Orange County will fund the project's preliminary design contract through the Public Works Capital Improvement Project fund while LYNX will provide procurement, management of professional services to address the National Environmental Policy Act criteria, and preliminary design for the project.

The County Attorney's Office, Risk Management Division, Public Works Senior Staff, and the Transportation Planning Division have reviewed this Agreement and find it acceptable. The LYNX board reviewed and authorized the agreement on January 25, 2024, at their regular board meeting.

**Action Requested: Approval and execution of Memorandum of Agreement between Orange County and Central Florida Regional Transportation Authority d/b/a LYNX for Transit Planning In Kind and Reimbursable Services. Districts 1 and 6.**

JCK/BRS/kt/ep

Attachments

MEMORANDUM OF AGREEMENT

between

ORANGE COUNTY

and

CENTRAL FLORIDA REGIONAL TRANSIT AUTHORITY  
d/b/a LYNX

for

TRANSIT PLANNING IN KIND AND REIMBURSABLE SERVICES

This Memorandum of Agreement is made and entered into this 26 day of March, 2024, by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereinafter referred to as "**COUNTY**"), and the **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**").

**WITNESSETH**

**WHEREAS, COUNTY** has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements; and

**WHEREAS, LYNX** has the authority pursuant to Chapter 343, Part III, Florida Statutes, to enter into agreements; and

**WHEREAS, LYNX** was created by the above-stated charter to perform functions necessary for the achievement of an integrated, efficient and well-balanced public transportation system in the Central Florida Region; and

**WHEREAS, in 2021, COUNTY** completed the International Drive Transit Feasibility and Alternative Technology Assessment (TFATA) (hereinafter referred to as "Study"); and

**WHEREAS, the Study** analyzed the potential of implementing a premium transit service as an urban circular operating within the International Drive (I-Drive) District along International Drive from Sand Lake Road to Destination Parkway and Sea Harbor Drive (hereinafter referred to as "Project"); and

**WHEREAS, the purpose** is to address increasing transportation needs

within the I-Drive District and the desire by **COUNTY** to implement a sustainable multimodal system that reflects and complements the surrounding environment; and

**WHEREAS**, an Implementation Plan was provided to guide the **COUNTY's** decisions around project delivery and **COUNTY** staff was authorized to initiate inter-agency coordination for funding, design, right-of-way acquisition and construction phases of the project; and

**WHEREAS**, **COUNTY** seeks to complete the appropriate reviews as required by the National Environmental Policy Act (NEPA) and preliminary design work to enter into Project Development (PD) with the Federal Transit Administration (FTA); and

**WHEREAS**, Project Development (PD) is the Federal Transit Administration's (FTA) formal process for entering into its Capital Improvement Grant (CIG) program for New Starts and Small Starts funding that includes selecting a Locally Preferred Alternative (LPA), completing NEPA and receiving an environmental decision from the FTA, and provides sufficient information for the FTA to develop a project rating; and

**WHEREAS**, **LYNX** has been approached by the **COUNTY** and agrees to provide in-kind services and procure reimbursable services and serve as the lead agency for the Project as the public transit authority for the Central Florida Region and the prospective operator of the completed Project; and

**WHEREAS**, the in-kind services provided by **LYNX** as the lead agency include the procurement and management of County-reimbursed professional services to complete a NEPA assessment and preliminary design for the Project; and

**WHEREAS**, the scope of services were developed jointly and approved by the **COUNTY** and **LYNX** for the Project; and

**WHEREAS**, **LYNX** is the designated recipient of FTA funds in Central Florida, and certifies the agency annual through the *Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements*; and

**WHEREAS**, the in-kind services provided by **LYNX** and the reimbursable services procured by Lynx, will be essential to the success of the Project due to expertise in the transit industry and knowledge of the FTA project development process for New & Small Starts projects; and

**WHEREAS**, this Memorandum of Agreement evidences the intentions of the respective parties to cooperate with each other in the furtherance of the public interest to implement a sustainable multimodal system; and

**WHEREAS**, this Memorandum of Agreement (hereinafter referred to as "Agreement") will be effective upon approval and execution by the **COUNTY and LYNX**.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual terms, conditions, and covenants hereinafter set forth, **COUNTY and LYNX** agree as follows:

**Section 1 - SCOPE OF TRANSIT PLANNING  
IN KIND AND REIMBURSABLE SERVICES**

- 1.1 **LYNX** shall furnish to **COUNTY** in-kind services for the Project as stated in the attached Exhibit "A." **COUNTY** will not provide monetary compensation to **LYNX** for these in-kind services. As the public transit authority for the Central Florida Region and the prospective operator of the completed Project, **LYNX** will benefit from the provision of services to the **COUNTY**. As part of the in-kind services provided, **LYNX** will procure and manage professional services to complete a NEPA assessment and preliminary design for the Project. The **COUNTY** will reimburse **LYNX** up to a total amount of two million one hundred thousand dollars (\$2,100,000) towards the cost of such professional services, pursuant to terms and conditions to be outlined in a subsequent interlocal agreement between the parties.

**Section 2 - TERM**

- 2.1 The term of this Agreement shall commence on the date hereof and terminate upon such time as **LYNX** furnishes all Services to **COUNTY** for the Project in accordance with terms herein. This Agreement shall supersede the Memorandum of Agreement regarding transit planning in kind services, fully executed by the parties on June 21, 2022.

**Section 3 - TERMINATION**

- 3.1 This Agreement may be terminated for convenience by either party upon no less than thirty (30) days written notice to the other party, unless a shorter time is mutually agreed upon in writing.

**Section 4 - INDEMNIFICATION**

- 4.1 **LYNX** and **COUNTY** are each a political subdivision or agency of the State of Florida as defined in Chapter 768.28, Florida Statutes or Chapter 343, Part II, Florida Statutes, and each agrees to be fully responsible for the acts and omissions of its agents or employees, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed

as consent by a state agency, political subdivision of the State of Florida or an agency of the State to be sued by third parties in any matter arising out of this Agreement or any other contract.

### **Section 5 - GENERAL PROVISIONS**

- 5.1 Neither **LYNX** nor **COUNTY** intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 5.2 Whenever either party desires to give notice to the other related to termination, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. As for any other notice regarding services provided for under this Agreement, electronic communication is acceptable. For the present, the parties designate the following:

LYNX  
LYNX CEO  
455 N. Garland Ave  
Orlando, FL 32801

With copy to:

LYNX  
Myles O'Keefe, Manager of Strategic Planning  
455 N. Garland Ave  
Orlando, FL 32801

COUNTY:  
Orange County Administrator's Office  
Orange County Administration Building  
201 South Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801  
Attention: County Administrator

DIVISION:

Manager, Transportation Planning  
Public Works Department  
4200 S. John Young Parkway  
Orlando, Florida 32839

- 5.3 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.
- 5.4 The rendition of services, standards of performance, discipline of employees and other matters incidental to the performance of services and control of personnel shall remain with **LYNX**. This Agreement does not make **LYNX's** agents, employees, or legal representatives the officers or employees of **COUNTY** for any purpose whatsoever, and the employees and agents of **LYNX** are in no way authorized to make any contract, agreement, warranty, or representation on behalf of the **COUNTY** or to create any obligation on behalf of the **COUNTY**.
- 5.5 Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties, provided however, that this clause pertains only to the parties to this Agreement.
- 5.6 **COUNTY** and **LYNX** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 5.7 Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 5.8 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **COUNTY** or **LYNX** elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 5.9 The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete Agreement of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 5.10 If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 5 of this Agreement shall prevail and be given effect.
- 5.11 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of Orange County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.
- 5.12 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board of County Commissioners and the Board of Directors of LYNX or its Chief Executive Officer.
- 5.13 The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.
- 5.14 This Agreement may be fully executed in multiple copies by all parties and shall have the force and effect of an original document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the authorized signatories named below have executed this Memorandum of Agreement on behalf of the parties as of the effective date.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



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

Date: 26 March 2024

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

By: *Jennifer Lara-Klimetz*  
for Deputy Clerk

Printed name: Jennifer Lara-Klimetz

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: *Tiffany Homler Hawkins*  
Tiffany Homler Hawkins  
Chief Executive Officer

Reviewed as to Form:

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 Sarver*  
Carrie Sarver, Esq.,



## Exhibit “A”

The International Drive (I-Drive) Transit Feasibility and Alternative Technology Assessment (TFATA) evaluated the potential of implementing a premium transit service as an urban circulator operating within the I-Drive District. The project purpose is to improve mobility options for a diverse set of travel markets within the rapidly growing I-Drive District, and to implement a sustainable multimodal system that reflects and complements the surrounding environment.

The I-Drive 2040 Strategic Vision Plan approved by the Orange County Board of County Commissioners in February 2016 includes a policy direction intended to further enhance and sustain the economic viability of the I-Drive District and the Orange County Convention Center (OCCC). Careful planning and design for an effective premium transit system with multiple transportation modes can achieve the intent and purpose of the Board's direction and will be essential to the existing and future growth of the I-Drive District.

In its role as the regional transportation authority, and designated recipient for Federal Transit Administration funds for the Central Florida region, LYNX will support the continued efforts of Orange County to advance their plans for premium transit in the I-Drive corridor with staff serving as the lead for the procurement and management of a professional services team to complete the National Environmental Policy Act (NEPA) and preliminary design work required by the Federal Transit Administration (FTA) to enter into Project Development. In this role, LYNX staff and consultants will provide services that include, but not limited to:

- Development and review of scopes of work, project objectives, and procurement materials;
- Issue a Request for Proposals (RFP) for professional services to complete a NEPA assessment to receive an environmental determination from the FTA, and complete preliminary design for the I-Drive Transit Project;
- Provide technical input related to proposals received;
- Award a contract for the above professional services;
- Serve as Project Manager for the above professional services through completion of the NEPA and preliminary design work;
- Make available applicable professional service vendors;
- Participate in staff level meetings and discussions;
- Provide data research and analysis;
- Participate in public outreach events;
- Support and potentially present project updates to applicable boards and commissions;
- Coordinate with the Florida Department of Transportation (FDOT) District and Central Offices;
- Coordinate with MetroPlan Orlando; and
- Coordinate with the Federal Transit Administration (FTA).