



Orange County Government

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

Legislation Text

File #: 25-613, **Version:** 1

Interoffice Memorandum

DATE: April 3, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Renzo Nastasi, AICP, Chief Transportation Advisor

PHONE: (407) 836-7964

DIVISION: N/A

ACTION REQUESTED:

Approval and execution of First Amendment to Bus Service Agreement NO. 25-C50 By and Between Orange County, Florida, and Central Florida Regional Transportation Authority (D/B/A LYNX) for additional Accelerated Transportation Safety Program bus service and capital costs in the amount of \$8,615,744.

PROJECT: N/A

PURPOSE:

The First Amendment to the Bus Service Agreement is associated with the Accelerated Transportation Safety Program and is the instrument by which required funds for operating cost increases and extension of LYNX services - inclusive of bus routes, shelters, and an anticipated NeighborLink in Apopka. The pertinent bus routes are mapped and depicted in the attached Exhibit "A." Bus Link numbers, related costs and billing schedules are provided in Exhibit "B." The total cost of the enumerated services is \$8,615,744.

BUDGET: N/A

BCC Mtg. Date: April 22, 2025

**FIRST AMENDMENT TO
BUS SERVICE AGREEMENT NO. 25-C50**

By and Between

ORANGE COUNTY, FLORIDA,

and

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

THIS FIRST AMENDMENT TO BUS SERVICE AGREEMENT (“Amendment”), entered into this 22 day of April, 2025, 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, “**ORANGE COUNTY**”) (hereinafter collectively referred to as “**Parties**”), 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 (“**LYNX**”).

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 is the governmental authority having jurisdiction over the lands of Orange County, Florida, as generally described and set forth in **Exhibit “A”** attached hereto (the “**Service Area**”); and

WHEREAS, ORANGE COUNTY 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; and

WHEREAS, on October 1, 2024, **ORANGE COUNTY** and **LYNX** entered into a Bus Service Agreement No. 25-C50 (the “**Agreement**”), which provided for **LYNX** to provide Bus Service in and to the Service Area; and

WHEREAS, ORANGE COUNTY and LYNX now desire to amend the Agreement to add an additional bus link and increase the costs associated with providing the additional public bus transportation; and

WHEREAS, ORANGE COUNTY and LYNX hereby find 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 in the corresponding Service Area.

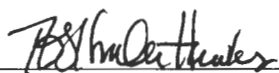
NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged, **ORANGE COUNTY and LYNX** agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Amendment as if fully set forth hereinafter.
2. **Description and Schedule of Bus Route(s).** **Exhibit “A”** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit “A”** attached hereto. Any references in the Agreement to **Exhibit “A”** shall hereafter be deemed to refer to **Exhibit “A”** attached hereto.
3. **Cost of Bus Service.** **Exhibit “B”** of the Agreement is hereby deleted in its entirety and replaced with **Exhibit “B”** attached hereto. Any references in the Agreement to **Exhibit “B”** shall hereafter be deemed to refer to **Exhibit “B”** attached hereto.
4. **Entire Agreement.** The Agreement, as amended by this Amendment, represents the entire understanding and agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplemented, waived or changed orally, but only by a writing signed by each of the parties hereto.
5. **Amendment Execution; Use of Counterpart Signature Pages.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.
6. **Full Force And Effect Of Agreement.** Except as the above provisions have been specifically amended herein, all other terms and provisions of the Agreement remain valid, effective and in full force.

[Signatures appear on following page]

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


LYNX:
CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

By: 
Tiffany Homler Hawkins
Chief Executive Officer

Date: 3/27/25

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

Date: 3/27/25

[Signatures Continue on Following Page]

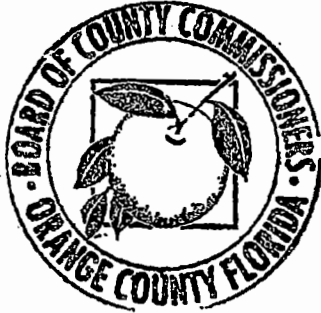
IN WITNESS WHEREOF, the ORANGE COUNTY and LYNX have duly and lawfully approved this Amendment and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the date first written hereinabove.

ORANGE COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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



ATTEST:

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

By: *David Rooney*
Deputy Clerk

David Rooney

Print Name

Date: April 22, 2025

EXHIBIT “A”

Description and Schedule of Bus Route(s)

This Agreement is for an increase or extension of LYNX bus service in the area defined as ORANGE COUNTY (FUNDING PARTNER).

In FY2025, LYNX is anticipating implementing a NeighborLink zone in Apopka.

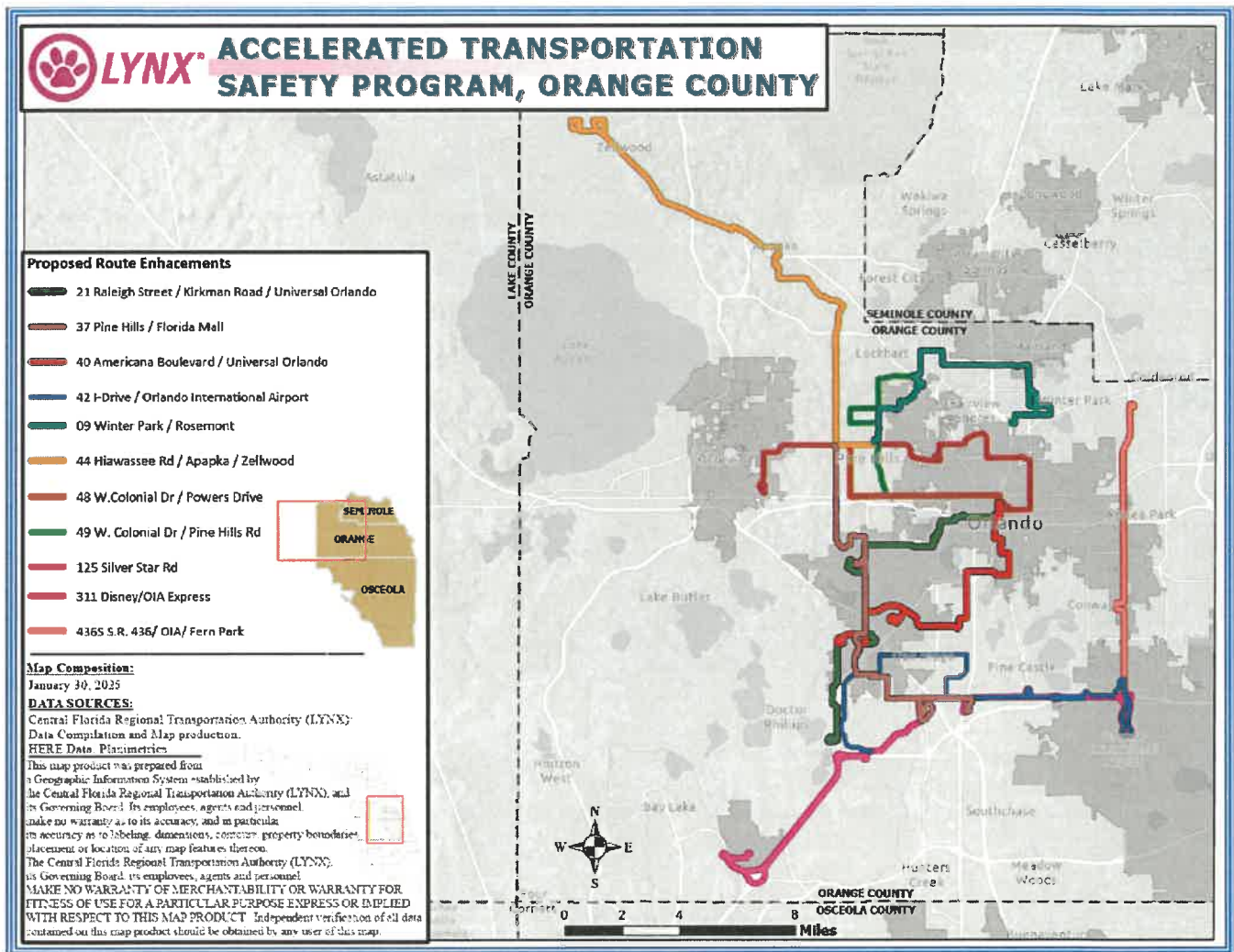


EXHIBIT “B”

Cost of Bus Service

Fixed Route Operating Costs

Link Services	Hours	Amount
Link 21	2,701.64	\$284,808
Link 37	7,121.75	\$750,778
Link 40	10,878.30	\$1,146,795
Link 42	3,469.56	\$365,762
Link 436S	1,915.74	\$201,958
Link 111/311 new route	14,393.00	\$1,517,316
Link 9 (New December 2024)	449.45	\$47,381
Link 44 (New December 2024)	892.40	\$94,077
Link 48 (New December 2024)	515.20	\$54,313
Link 49 (New December 2024)	4,540.38	\$478,649
Link 125 (New December 2024)	6,392.85	\$673,937
	53,270.3	<u>\$5,615,774</u>

Breakdown:

Fixed Route Service	\$5,615,774
Capital Contribution for Shelters	\$3,000,000
Total Funding from the County	<u>\$8,615,774</u>

FY2025 Billing Schedule

	Total Due	Capital	Operating
October -24 (already Invoice)	\$605,618	\$250,000	\$355,618
November -24 (already Invoice)	\$605,618	\$250,000	\$355,618
December -24 (already Invoice)	\$605,618	\$250,000	\$355,618
January - 25 (already Invoice)	\$605,618	\$250,000	\$355,618
February - 25 (already Invoice)	\$605,618	\$250,000	\$355,618
April - 25 Quarterly	\$2,793,842	\$875,000	\$1,918,842
July -25 Quarterly	\$2,793,842	\$875,000	\$1,918,842

Annual Funding Request from County

\$8,615,774

\$3,000,000

\$5,615,774

*** As requested we changed the billing cycle to finish as a quarterly payment